

END USER LICENSE AGREEMENT (EULA)

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 Agreement. TCSAB grants to You a non-transferable and non-exclusive license to use the Program in accordance with this Agreement.

Your right to use the Program encompasses the right to use only the Software(s) and Database(s) You have paid for. You shall notify TCSAB of the brand of such Software and Database(s).

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 and 5 below.

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

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 You have paid for. TCSAB has no obligation to provide You with any additional license keys 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 on only one site and by only 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. Licensed databases may only be used together with the Software.

You shall notify TCSAB of the Host ID of the computer on which You intend to use the Program and the location of the site on which you may use the Program.

4. NETWORK LICENSE

If You have paid the fee for a Network License, You may use the Program on the number of sites You have paid for and by the number of users You have paid for on any computer connected with a server or similar network, provided however the Program may only be used on computers within a maximum of six subnets (with a wildcard character on only the third and fourth tuple following IP v4) of the network and the user of the Program must be physically present at the location of the site(s) You have paid for. Licensed databases may only be used together with the Software.

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, as well as the number of users that shall be able to use the Program at the same time and the location(s) of the site(s) on which you may use the Program.

5. DEMO LICENSE

You may use the Program on only one site and by only one user at a time on only one computer for the sole purpose of evaluating the Program. Licensed databases may only be used together with the Software.

Despite anything to the contrary in this Agreement, Your Demo License will automatically terminate approximately one (1) month after downloading and installing the Program. If You however are eligible for an educational package for students, Your Demo License will automatically terminate approximately twelve (12) months after downloading and installing the Program.

Sections 8 and 9 of this Agreement do not apply to a Demo License.

6. RESTRICTIONS

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.

You are authorized to use the Program only for your internal purposes and are in no event allowed to make systematic mappings of results for generation of e.g. look-up tables, neural networks or similar or make all or any part of the Program available to any third person as part of a data services operation or otherwise.

You are 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, rent, lend or otherwise dispose of the Program, (iv) make the Program or any portion thereof available to any third party, or (v) use the Program in a way that would endanger its quality as a trade secret.

You shall not utilize the Program other than on the computer(s) and at the site(s) notified to TCSAB, except that (i) if the computer(s) cannot be used because of equipment inoperability,

You may temporarily use the Program on other computer(s) which are operated by You, or (ii) if the computer(s) are replaced by You, the Program may be used on Your successor computer(s), provided that (i) You give TCSAB prior written notice of the brand and number of the successor computer(s), (ii) You use the Program at the same site(s) previously paid for and notified to TCSAB and (iii) You have a valid maintenance and support agreement.

7. COPYRIGHT

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.

8. FEES

You shall pay to 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.

9. MAINTENANCE AND SUPPORT

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

10. 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 BY, DIRECTLY OR INDIRECTLY, THE INADEQUACY OF THE PROGRAM FOR ANY PURPOSE OR USE THEREOF OR BY ANY DEFECT OR DEFICIENCY THEREIN**, (iv) the liability of TCSAB and its partners, if any, shall not exceed the amounts paid by You under this Agreement, and (v) no action, regardless of form, arising out of any transaction under this Agreement may be brought by You more than one year after You have, or by the exercise of reasonable diligence should have had, knowledge of the occurrence which gave rise to such action.

11. 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 6 (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 6 (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.

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 the Program, and (ii) give TCSAB written certification that You have complied with the obligations under this Paragraph.

12. ACKNOWLEDGEMENT

You agree to provide suitable acknowledgment of the Program in publications and reports which use results generated by the Program.

13. GENERAL PROVISIONS

This Agreement shall be governed by and constructed in accordance with the laws of Sweden.

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.