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 Your Order Date: 8.12.2014  
 Your Order Number: AP/5-892  
 Your Reference: Sandris Lācis  
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 Payment Due By: 20.12.2014  
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 Our Reference: Maria Lindborg-Wigert  
 Our Order Number: 2051501  
 Date of Delivery: When payment received  
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Item Description	Qty	Unit Price	Amount
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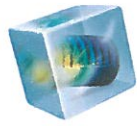
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# License Agreement



VERSION 4.3b



# COMSOL Software License Agreement

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May 2013

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Part No. CM010005

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  - 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.
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(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

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- (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;
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- (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,

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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.

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  - 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.
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**8 Indemnification.**

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

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- 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.
- 2 **Academic Internal Operations.** The NSL, CPU, and FNL versions of the Programs License purchased at Academic Prices give the Licensee the right to use the software in Academic research as well as teaching at the licensed Institution. Moreover, a student working on a thesis or a diploma has the right to use an NSL, CPU, or FNL License purchased at Academic Prices outside the Institution as long as the usage is restricted to the thesis or the diploma work. If there is a conflict between the terms in this Addendum and the Agreement, the Addendum provisions shall control.
- 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

This Licensee Application Addendum applies to the use of certain tools (together with accompanying documentation and examples) that we make available to create interfaces and other applications that link to Program components (“Licensee Applications”). Your use of any such tools is governed by the Terms and Conditions, as modified by the provisions below, each of which shall be deemed to be material provisions of the Terms and Conditions.

- 1 **Creation of Licensee Applications.** We grant you a non-exclusive, world-wide license to create one or more Licensee Applications that incorporate user generated files that link to Program components, subject to the terms and conditions set forth in this Licensee Application Addendum.
- 2 **Distribution.** We grant you a fully paid, perpetual, non-exclusive, world-wide license to distribute any Licensee Applications that you create or that you receive a sublicense to distribute, and we grant you a fully paid, perpetual, non-exclusive, world-wide license to sublicense the distribution of any Licensee Applications that you create, subject to the terms and conditions set forth in this Licensee Application Addendum.
- 3 **Use of Licensee Applications.** You must require that any user of Licensee Applications be a licensed user of those Programs required by the Licensee Application. You may use your Licensee Applications with any Programs required by those Licensee Applications to the extent that you continue to be a licensed user of those Programs.
- 4 **Maintenance and Support of Licensee Applications.** Our maintenance and support obligations will not extend to the use of your Licensee Applications by you or others. Any maintenance or support of your Licensee Applications shall be provided, if at all, by you or persons you engage to perform that service.
- 5 **Disclaimer of Warranties.** IN ADDITION TO THE DISCLAIMERS OF WARRANTIES SET FORTH IN SECTION 6 OF THE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW, WE AND OUR LICENSORS, DISTRIBUTORS, AND RESELLERS DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE FITNESS OF THE PROGRAMS FOR YOUR LICENSEE APPLICATIONS OR ANY USE OF YOUR LICENSEE APPLICATIONS BY YOU OR ANYONE ELSE, THE SUITABILITY OF THE PROGRAMS FOR YOUR LICENSEE APPLICATIONS AND THE COMPATIBILITY OF ANY LICENSEE APPLICATIONS YOU MAY CREATE, DISTRIBUTE, OR USE WITH ANY FUTURE VERSION OF THE PROGRAMS.
- 6 **Limitation of Liability.** IN ADDITION TO THE PROVISIONS OF SECTION 7 OF THE TERMS AND CONDITIONS, EXCEPT TO THE EXTENT OTHERWISE REQUIRED BY LAW AND EXCEPT AS SET FORTH IN SECTION 8 OF THE TERMS AND CONDITIONS, IN NO EVENT SHALL WE OR OUR LICENSORS, DISTRIBUTORS, OR RESELLERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL,

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.