



IMPORTANT: PLEASE READ THIS EULA CAREFULLY BEFORE USING CHEFEM 3 SOFTWARE.
 BY USING CHEFEM 3 SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS EULA.
 IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS EULA, DO NOT USE CHEFEM 3 SOFTWARE.

<p>Art.1 Definitions</p> <p>1.1 <u>Agreement</u> means this End User License Agreement.</p> <p>1.2 <u>CheFEM 3</u> means the SaaS software product provided by Composite Analytica, including any updates, modifications or enhancements thereto.</p> <p>1.3 <u>Customer</u> means the entity that has subscribed to use CheFEM 3 and accepted this Agreement.</p> <p>1.4 <u>User</u> means an individual authorized by Customer to use CheFEM 3 in accordance with this Agreement.</p> <p>Art.2 License</p> <p>2.1 Subject to the terms and conditions of this Agreement, Composite Analytica grants Customer a non-exclusive, non-transferable, limited license to access and use CheFEM 3 solely for Customer's internal business purposes and in accordance with the applicable documentation and usage policies provided by Composite Analytica.</p> <p>2.2 Customer may permit its Users to access and use CheFEM 3 solely for the benefit of Customer and in accordance with the terms and conditions of this Agreement.</p> <p>2.3 Customer shall ensure that all Users comply with this Agreement and shall be liable for any breach of this Agreement by any User.</p> <p>2.4 Generally, CheFEM's simulation results can be trusted to guide decision-making in research, development, and engineering. If an exact degree of precision is required for a simulation output parameter, e.g. diffusivity with an uncertainty of $\pm 10\%$, the polymer materials involved must be calibrated according to the "Defining CheFEM Materials: A Calibration Guide". Please request this document if needed. Note that this calibration may incur additional "calibration" charges.</p> <p>2.5 Customer shall not:</p> <ul style="list-style-type: none"> (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit CheFEM 3 or any part thereof, (ii) modify, adapt, translate or create derivative works based on CheFEM 3 or any part thereof, (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of CheFEM 3 or any part thereof, (iv) remove or obscure any proprietary notices or labels on CheFEM 3 or any part thereof, or (v) use CheFEM 3 in any manner that violates any applicable laws or regulations. <p>Art.3 Payment</p> <p>3.1 Customer shall pay Composite Analytica the fees specified in the applicable order form in accordance with the payment terms therein.</p> <p>3.2 All fees paid by Customer to Composite Analytica are non-refundable.</p> <p>Art.4 Terms and Termination</p> <p>4.1 This Agreement shall commence on the date of acceptance by Customer and shall continue until terminated by either party in accordance with this Agreement.</p> <p>4.2 The term of the Agreement is one year. This time does not include the trial period.</p> <p>4.3 Until one month before the end of the current year, Customer can terminate this Agreement by formal email.</p> <p>4.4 If not terminated, Customer will receive a renewal quote for the new term 28 days before the end of the license period. Since this quotation may contain price changes to accommodate changing economic climates, Customer still</p>	<p>has 28 days to state whether or not to proceed with the license agreement for the next year.</p> <p>4.5 Once this 28-day period has expired, the Customer is obliged to purchase the license.</p> <p>4.6 Upon termination of this Agreement, Customer shall immediately cease all use of CheFEM 3.</p> <p>Art.5 Warranties and Disclaimers</p> <p>5.1 Composite Analytica warrants that CheFEM 3 will perform substantially in accordance with the applicable documentation.</p> <p>5.2 Composite Analytica does not warrant that CheFEM 3 will be error-free or that its use will be uninterrupted.</p> <p>5.3 CheFEM 3 is provided "AS IS" without warranty of any kind, either express or implied, including, without limitation, any warranties of merchantability, fitness for a particular purpose or non-infringement of third-party rights.</p> <p>Art.6 Limitation of Liability</p> <p>6.1 In no event shall Composite Analytica be liable for any indirect, incidental, consequential, special, punitive or exemplary damages arising out of or in connection with this Agreement, including but not limited to lost profits, lost data, or loss of business, even if Composite Analytica has been advised of the possibility of such damages.</p> <p>6.2 Composite Analytica's total liability under this Agreement shall not exceed the fees paid by Customer to Composite Analytica during the six (6) month period immediately preceding the event giving rise to such liability.</p> <p>Art.7 Confidentiality</p> <p>7.1 Each party agrees to maintain the confidentiality of the other party's confidential information and to use such information solely in connection with the performance of its obligations under this Agreement.</p> <p>7.2 The parties agree to protect the confidentiality of all non-public information exchanged between them in connection with this Agreement, and not to disclose such information to any third party except as required by law</p> <p>Art.8 Final Provisions</p> <p>8.1 This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, with respect to the subject matter hereof.</p> <p>8.2 This Agreement may not be amended or modified except in writing signed by both parties.</p> <p>8.3 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which Composite Analytica is located.</p> <p>8.4 Any dispute arising out of or in connection with this Agreement shall be resolved by arbitration in accordance with the rules of the Dutch law.</p> <p>8.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.</p> <p>8.6 If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced.</p> <p>8.7 The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver of such provision or of the right to enforce such provision.</p>
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