

GRANTA STANDARD SOFTWARE LICENSE AGREEMENT

This Software License Agreement together with the Schedule attached to Granta's quotation issued to the Customer ("**the Agreement**") is a legally binding agreement between you (the "**Customer**") and Granta Design Limited, 300 Rustat House, 62 Clifton Road, Cambridge, CB1 7EG, UK ("**Granta**"). Unless defined otherwise herein, terms shall bear the same meanings as set out in the Schedule.

If you have entered into a separate License Agreement with Granta in respect of the Granta software and databases identified in the Schedule, which has been communicated to the Customer, (the "**Software**"), that License Agreement shall supersede this Agreement. You are required to read this Agreement (or the separately agreed License Agreement) before installing the Software, and by installing the Software you agree to be bound by the terms of this Agreement (or the License Agreement). The parties agree that all subsequent orders, order modifications, order renewals, and / or replacement orders relating to the Software specified in the Schedule, shall be subject to the same terms unless otherwise agreed in writing, signed by both parties.

If you are not entitled to use the Software or do not wish to be bound by the terms and conditions of this Agreement, do not install the Software.

1. LICENSE. Subject to the payment by Customer to Granta of the applicable License Fee, Granta grants to Customer a non-exclusive, non-transferable and non-sublicensable license to load, execute and use the Software identified in the Schedule in object code only subject to the terms of this Agreement and for its own internal use. Customer's use of the Software is restricted to use at the Site, the License Type, License Period, Licensed Usage and Special Conditions specified in the Schedule. Server-based packages may be installed on one (1) server computer only at any one time, unless otherwise specified in the Notes and Special Conditions section of the Schedule.

The following definitions shall apply to interpretation of Licensed Usage:

"Users" means the maximum number of different persons who may use the Software during any one (1) year period, where the first one (1) year period commences on the first day of the License Period. A person counts as a User if they use the Software, including the databases provided therein, by any means of access, including the native graphical user interfaces (GUIs), the application programming interfaces (APIs), or a third-party interface.

"Seats" means the maximum number of visual display units or terminals at the Site from where the Software may be used during any one (1) year period, where the first one (1) year period commences on the first day of the License Period. Windows-based packages may be installed on one (1) computer attached to each Seat.

Where the License Type is "**Teaching**", use of the Software is restricted to Customer's educational purposes. Where the License Type is "**Research**", use of the Software is restricted to Customer's educational and academic research purposes including research conducted for commercial sponsors for publication in the public domain, but excluding all other forms of commercial use.

Customer shall not use and shall not permit any third party to use the Software on behalf of or for the benefit of any third party in any way whatsoever, save where the License Type is "**Commercial**" and then only as part (but not the whole or a

substantial part) of bona fide professional services carried out by Customer in the normal course of Customer's business.

Customer may make one (1) copy of the Software for backup purposes only and additional copies as agreed in advance by Granta in writing. No copies may be made of any hardcopy documentation issued by Granta with the Software ("**Documentation**") without the prior written consent of Granta. If any such consent is granted then such copies shall be used for Customer's own internal use only, unless expressly agreed otherwise by Granta.

Nothing herein entitles Customer to receipt or use of the source code to the Software. Nothing herein entitles Customer to use the Databases provided in the Software in whole or as a substantial sub-set with any other software system unless each such user of the Databases is a licensed User or Seat. For clarity, Customer is not permitted to export substantial amounts of data, which is licensed from Granta hereunder, from the Software and import such data into alternative software programs unless each user of such alternative software program is a licensed User or Seat under this Agreement.

2. LICENSE FEE. Any License Fee invoiced to Customer is payable in advance of Granta releasing the Software to Customer unless otherwise agreed in writing by Granta. In the event of Customer's failure to pay the License Fee in accordance with the terms of Granta's invoice, Granta may (without prejudice to any other rights and remedies it may have) terminate this Agreement forthwith, whereupon the provisions of the last two paragraphs of Clause 9 shall apply. Where the License Period has an end date, this Agreement shall renew for further periods of twelve (12) months (or until the end date, if an alternative period of time has been agreed upon) subject to payment by Customer of a new License Fee that shall be invoiced to Customer and paid in advance prior to the end of the then current period for which license fees have been paid.

3. SUPPORT AND MAINTENANCE. Customer shall be entitled to Support from Granta during Granta's normal business hours for the first twelve (12) months of the initial License Period. "**Support**" means reasonable assistance to Customer from Granta by telephone or email on the installation and use of the Software. Maintenance may be purchased by Customer separately. "**Maintenance**" means both Support and access to any publicly released updates of the Software. Support and Maintenance will only be provided for prior releases of the Software for twelve (12) months following the release of an update in respect of that Software. Maintenance purchased by Customer will be provided for further periods of twelve (12) months (or until the end date of the License Period, if an alternative period of time has been agreed upon) unless terminated by either party upon ninety (90) days' written notice prior to the end of the then-current period for which Maintenance fees have been paid. Maintenance fees are payable annually in advance before the end of the then current period for which Maintenance fees have been paid.

4. CUSTOMERS OBLIGATIONS. Customer shall maintain accurate records of the number and location of all copies of the Software, shall supervise and control use of the Software in accordance with the terms of this Agreement, and include the copyright and other notices of Granta on all whole or partial copies in any form of the Software and Documentation.

Customer shall not, other than as permitted by this Agreement or by law, copy, reproduce, rent, lease, hire, translate, adapt, decompile, modify, reverse engineer or disassemble the Software or the Documentation.

Customer undertakes that the Software is at all times used in accordance with the Documentation, the terms of this Agreement and any reasonable instructions issued by Granta from time to time. Customer shall limit access to the Software to those Users within Customer's organization authorized by it and shall further prohibit access to the Software by any third party without the prior written consent of Granta.

5. WARRANTIES. Granta does not warrant that use of the Software will be uninterrupted or error-free. If within ninety (90) days of delivery of the Software to Customer, the Software, when operated as directed by Granta, fails to perform substantially in accordance with the functionality described in the Documentation and Granta is given written notice of this by Customer within that ninety (90) day period, then Granta shall, at its option and as Customer's sole remedy, either cure the defect at its own expense or request the return of the defective Software and terminate this Agreement forthwith and refund the License Fee to Customer. The foregoing warranty shall not apply to the extent that the defect is caused by (i) equipment or other software not supplied by Granta, (ii) unauthorized modification or misuse of the Software, or (iii) application of the Software not in accordance with this Agreement.

EACH PARTY WARRANTS AND REPRESENTS TO THE OTHER THAT (i) IT HAS FULL POWER AND CAPACITY TO ENTER INTO THIS AGREEMENT, AND (ii) THAT ITS REPRESENTATIVE IS DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON ITS BEHALF.

6. LIABILITY. (i) SAVE AS EXPRESSLY OTHERWISE STATED IN THIS AGREEMENT, GRANTA GIVES NO WARRANTIES AND MAKES NO REPRESENTATIONS IN RELATION TO THIS AGREEMENT OR THE SOFTWARE OR THE DOCUMENTATION OR THE CONTENT OR FUNCTIONALITY OF THE SOFTWARE OR DOCUMENTATION AND ALL SUCH WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESSED OR IMPLIED (BY LAW OR OTHERWISE) ARE HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW AND, EXCEPT AS SET OUT HEREIN, GRANTA EXCLUDES ALL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR THE DOCUMENTATION (WHETHER IN CONTRACT, IN TORT OR OTHERWISE) TO THE FULLEST EXTENT PERMITTED BY LAW.

(ii) IN NO EVENT SHALL GRANTA BE LIABLE TO THE CUSTOMER, IN CONTRACT, IN TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL LOSS OR DAMAGE; LOSS OF PROFIT OR OPPORTUNITY OR FINANCIAL LOSS OF ANY KIND ARISING IN ANY WAY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE SOFTWARE OR THE DOCUMENTATION; LOSS OF ANY SOFTWARE OR DATA; LOSS OF USE OF HARDWARE, OR WASTED MANAGEMENT OR OTHER STAFF TIME.

(iii) THE CUSTOMER ACKNOWLEDGES THAT THE SOFTWARE HAS NOT BEEN PREPARED TO MEET THE CUSTOMER'S INDIVIDUAL REQUIREMENTS AND THAT IT IS THEREFORE THE RESPONSIBILITY OF THE

CUSTOMER TO ENSURE THAT THE FUNCTIONS DESCRIBED IN THE DOCUMENTATION MEET ITS REQUIREMENTS. GRANTA SHALL NOT BE LIABLE FOR ANY FAILURE OF THE SOFTWARE TO PROVIDE ANY FACILITY OR FUNCTION NOT SPECIFIED IN THE DOCUMENTATION. SPECIFICALLY, GRANTA DISCLAIMS ALL LIABILITY WHATSOEVER FOR THE ACCURACY OR SUITABILITY OF THE DATA CONTENT PROVIDED AS PART OF THE SOFTWARE.

(iv) THE SOFTWARE MAY INCORPORATE SECURITY DEVICES WHICH WILL PREVENT THE OPERATION OF THE SOFTWARE AFTER THE EXPIRY OF THE LICENSE PERIOD. GRANTA SHALL HAVE NO LIABILITY WHATSOEVER FOR THE FAILURE OF THE SOFTWARE TO OPERATE OR TO OPERATE CORRECTLY AT ANY TIME AFTER SUCH EXPIRY IN THE EVENT THAT THIS AGREEMENT HAS NOT BEEN RENEWED IN ACCORDANCE WITH CLAUSE 2 AND A NEW LICENSE KEY BEEN ISSUED TO THE CUSTOMER.

(v) EXCEPT AS OTHERWISE EXPRESSLY SET OUT HEREIN, GRANTA'S LIABILITY HEREUNDER SHALL BE LIMITED TO THE LATEST PAID PERIODIC OR ONE TIME LICENSE FEE AS THE CASE MAY BE. IN THE EVENT THAT ANY TERM OR EXCLUSION CONTAINED IN THIS AGREEMENT SHALL BE HELD TO BE INVALID FOR ANY REASON AND GRANTA BECOMES LIABLE FOR LOSS OR DAMAGE THAT MAY LAWFULLY BE LIMITED, SUCH LIABILITY SHALL BE LIMITED TO THE LATEST PAID PERIODIC OR ONE TIME LICENSE FEE AS THE CASE MAY BE.

(vi) NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THAT PARTY'S NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS.

7. INTELLECTUAL PROPERTY RIGHTS. The Software, and the copyright and all other intellectual property rights in the Software and the Documentation shall remain the property of Granta and its third party suppliers. If the Software is, or in Granta's opinion may become, the subject of a claim for infringement of the intellectual property rights of a third party, Granta will indemnify, defend and hold Customer harmless from such claims, actions, or proceedings, including reasonable attorneys' fees, provided that: (i) Customer notifies Granta in writing of any such claim promptly and in any event within five (5) days of becoming aware of such claim; (ii) Customer provides Granta with all reasonable assistance in relation to any such claim, and does not prejudice Granta's defense of such claim; and (iii) Granta is given full control of such claim. Notwithstanding the foregoing, Granta shall not be obliged to indemnify Customer where a claim results from any of the following: (a) the use of the Software other than in accordance with the Documentation and the terms of this Agreement; (b) the unauthorized modification of the Software; or (c) Customer's negligence or intentional misconduct.

In addition, Granta may at its option and (subject to the above paragraph) as Customer's sole remedy: (A) procure the right to continued use of this Software; (B) replace or modify the Software to make it non infringing; or (C) repay to Customer part or all of the License Fee and forthwith terminate this Agreement.

Customer shall notify Granta immediately in writing if Customer becomes aware of any actual or suspected unauthorized use of the whole or any part of the Software by any person.

8. CONFIDENTIALITY. Customer shall keep the Software and the Documentation and any part thereof strictly confidential and shall not disclose them or make them available to any third party without the prior written consent of Granta. The foregoing shall be subject to any legal obligation that may require disclosure, provided that Customer shall, if permitted by law, give Granta prior written notice of any such disclosure requirement and shall disclose only such Software and/or Documentation as is required to comply with the relevant law.

9. TERMINATION. Save where the License Period is perpetual, this Agreement shall terminate at the end of the License Period unless terminated earlier in accordance with this Clause. Granta may by notice in writing to Customer terminate this Agreement if Customer (i) commits a breach of this Agreement which in the case of a breach capable of remedy has not been remedied within thirty (30) days of the receipt by Customer of a notice identifying the breach and requiring its remedy; (ii) willfully breaches its obligations set out in Clause 4; or (iii) adopts a resolution for its winding up (other than for a solvent reconstruction) or has a receiver or administrative receiver appointed in respect of any part of its assets or undertaking or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any event analogous to any of the foregoing occurs in respect of Customer in any jurisdiction.

Upon termination of this Agreement Customer shall cease all use of the Software and Documentation and shall procure that any permitted sub-licensees shall cease all use of the Software and Documentation. Within fourteen (14) days of termination of this Agreement, Customer shall at Granta's direction either destroy, irretrievably delete or return to Granta all of the Software and Documentation, including copies, together with Customer's written certification by a duly authorized officer that this Clause has been complied with in full.

Termination of this Agreement shall be in addition to, and not a waiver of, any remedy available to Granta arising from any breach by Customer of this Agreement. The terms of Clauses 6, 8 and 9 shall survive the termination of this Agreement howsoever arising.

10. U.S. GOVERNMENT RESTRICTED RIGHTS. If Customer is an agency or other part of the U.S. Government, the Software and Documentation are commercial computer software and commercial computer software documentation and their use, duplication and disclosure are subject to the terms of this Agreement per FAR 12.212 or DFARS 227.7202-3.

11. EXPORT CONTROL REQUIREMENTS. Customer hereby undertakes that Customer will use, disclose and/or

transport the Software and Documentation in accordance with any applicable export and import control laws and regulations and that Customer is solely responsible for fulfilling any applicable governmental requirements in connection with Customer's use, disclosure and/or transport of the Software and Documentation. Customer agrees to indemnify and hold Granta harmless from and against any claim, loss, liability or damage suffered or incurred by Granta resulting from or related to Customer's violation of this Clause.

12. GENERAL. Customer shall not assign, sublicense or otherwise transfer any of the rights or obligations under this Agreement without the prior written consent of Granta. Nothing shall prevent Granta assigning or subcontracting or otherwise transferring its rights and obligations under this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of England and Wales and all disputes arising in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the English courts.

Granta shall not be in breach of this Agreement if there is any total or partial failure of performance by it of its duties or obligations under this Agreement which is due to causes beyond its reasonable control.

Any notice or other communication required or permitted under this Agreement shall be given in writing to the address of the recipient as notified from time to time and will be deemed to have been given or made when (i) delivered personally; (ii) if properly addressed and posted by prepaid recorded or registered mail or airmail in the United Kingdom within two (2) business days of posting where the recipient's address is within the United Kingdom or otherwise within five (5) business days of posting; or (iii) if sent by electronic mail upon being sent if acknowledged by return to have been received by the intended recipient in full and without error.

In the event of changes to this Agreement, Granta will publicise a revised Software License Agreement on its download site.

This Agreement constitutes the complete and exclusive Agreement between Granta and Customer relating to the licensing of the Software and Documentation and supersedes all prior oral or written understandings, arrangements, representations or agreements between them relating to the subject matter of this Agreement. Customer's purchase order, electronic acceptance or other communication containing or referring to other or additional terms and conditions are of no force and effect as between Granta and Customer and are replaced entirely by this Agreement. No amendment, variation or discharge of this Agreement is valid unless accepted in writing by both parties.

The failure of either party to exercise or enforce any rights under this Agreement shall not amount to a waiver of those rights. The illegality or invalidity of any part of this Agreement shall not affect the legality or validity of the remainder of it. No term of this Agreement shall be enforceable by a party who is not a party to this Agreement.