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This Agreement is between you and SoftInWay, Inc., a Massachusetts corporation with its principal place of business at 20 Burlington Mall Road, Suite 450, Burlington, MA 01803 (“SoftInWay”) and sets forth all the terms, conditions, obligations, responsibilities, and remedies between you and SoftInWay in regards to your Use of SoftInWay’s AxSTREAM® software.

1. Definitions and Terms

- 1.1 **Defined Terms.** Each term defined in the preamble and the recital of this Agreement has its assigned meaning, and each of the following terms has the meaning assigned to it.
- 1.2 **“Agreement”** means this End User License Agreement for AxSTREAM® software.
- 1.3 **“Authorized User”** means an individual and/or entity that is authorized via receipt of a license to Use the Software.
- 1.3 **“Client”** means a computer used to access a Server for lawful Use of the Software.
- 1.4 **“AxSTREAM® Software” and “AxSTREAM®”** means the AxSTREAM® Software Platform, AxCYCLE™ Software or any other software products created by SoftInWay, Inc.
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- 1.6 **“Concurrent Use”** means lawful access, directly or indirectly, by a licensed user, of the AxSTREAM® software executing on a Server.
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- 1.8 **“Confidential Information”** has the meaning assigned to it in Section 9.
- 1.9 **“CPU” or “CPUs”** means a central processing unit or central processing units.
- 1.10 **“Documentation”** means explanatory materials in printed, electronic, or online form accompanying the AxSTREAM® software.
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- 1.12 **“Floating License”** means a license of the Program(s) that permits Licensee to Install the AxSTREAM License Server on a Computer and permit Access to license on multiple computers, on a Networked Basis, solely by an employee of the Licensee, only so long as the maximum number of concurrent Authorized Users does not exceed the Permitted Number of Authorized Users. A Floating License permits Licensee and its employees located within a 300-km radius of the Designated Site to Use the Program(s).
- 1.13 **“License Key”** has the meaning assigned to it in Section 10.
- 1.14 **“Licensee”** means the authorized holder of a license for AxSTREAM® software.
- 1.15 **“Named User License”** means that only one named person can Use each license and that named person has the right to access the AxSTREAM® Software.
- 1.16 **Power Tokens** means pre-paid units that Licensee can allocate to access various applications, modules and functionalities within the Software.
- 1.17 **“Representatives”** has the meaning assigned to it in Section 11.3(c).



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 - 1.19 **“Server License”** means a license tied to a specific Computer.
 - 1.20 **“Software”** means SoftInWay’s AxSTREAM® software including all computer software now comprising the AxSTREAM® software and all bug fixes, patches, help files and other updates obtained by you pursuant to this Agreement, and all associated media, including online or electronic documentation.
 - 1.21 **“Third-Party Content”** has the meaning assigned to it in Section 3.5.
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 - 1.23 **“Use”** or **“Used”** means storing, loading, installing, executing, and displaying the AxSTREAM® software.
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 - 2.4 **Change of User.** In order to change the identity and/or contact information of the named User for your company, you must: 1) be an active customer (either within the term of a license or actively paying for technical support/updates); and 2) pay an administrative charge of \$500.00 USD (plus applicable sales tax) per change request. Your Use of the AxSTREAM® software is an acknowledgment of this EULA and your assurance that you will not be utilizing any/all previously downloaded versions on computers and/or servers that were previously used with the AxSTREAM® software. You agree that you will remove and delete all prior instances of the AxSTREAM® software from computers and/or servers no longer authorized for Use with the Software.
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4. **Right to Audit.** You shall maintain true, complete, and correct copies of all books and records reflecting the location and Use of the AxSTREAM® software in your possession or control, and the license and maintenance fees paid or payable hereunder for a period of a minimum of three (3) years. On at least seven (7) days prior written notice to you, SoftInWay shall be entitled to audit your Use of the AxSTREAM® software pursuant to this Agreement. Such that a) if the audit reveals any breach of the terms of this License, you will pay the cost of such audit, and b) SoftInWay will not conduct audits more often than semi-annually, except in the case of SoftInWay's reason to know that there has been a violation of the terms of this License. An audit shall be conducted by a third party of SoftInWay's choosing, and the third party shall be entitled to enter onto your premises and, for the sole purpose of confirming compliance with the terms of this Agreement, may: (1) inspect your books and records pertaining to the Use of the AxSTREAM® software and the payment of license fees payable hereunder; (ii) inspect and review the Computer(s) upon which the AxSTREAM® software is installed or Used; and (iii) inspect and review your network, Server, and Computer upon which the AxSTREAM® software could be installed or stored.
5. **Prior Unauthorized Use.** If SoftInWay determines through an audit or any other measure that you Used, or Use, or caused or allowed a third party to Use, an Unauthorized Version of the AxSTREAM® software at any time prior to your acceptance of this Agreement, this Agreement will apply retroactively to your prior unauthorized Use, and you will be held in violation of this Agreement and liable pursuant to Section 6.
6. **Liability for Breach of Contract.** Your violation of this Agreement may result in civil and criminal penalties against you, and in such suspected case, SoftInWay may immediately conduct an audit of your Use of the AxSTREAM® software, and may result in a termination of privileges by rescinding access to the AxSTREAM® software, at SoftInWay's sole discretion. SoftInWay reserves the right to hold you in violation of this Agreement through minimal proof of infringement or violation of any provision(s) of this Agreement by you, or caused by you, or caused by a third party as a result of your actions.
- 6.1 **Remedy.** If it is determined through an audit or any other measure that your Use of the AxSTREAM® software exceeds or exceeded the Use permitted by this Agreement, or you violated any of the terms under this Agreement, then, at SoftInWay's discretion you shall pay, within 14 days following the date of SoftInWay's determination of such prohibited Use:
- (a) the full-price of the AxSTREAM® software package at the current market value; or
 - (b) the retroactive Licensee Fees for such excess and prohibited Use and you must obtain and pay for a valid license to bring your Use into compliance with this Agreement. In determining the Licensee Fee payable pursuant to the foregoing, all prohibited Use of the Software shall be deemed to have commenced on the commencement date of this Agreement, and the rates of such licenses shall be determined without regard to any discount to which you have been entitled had such Use been properly licensed prior to its commencement (or deemed commencement).
- SoftInWay's remedies set forth in this Section 6 are cumulative and are in addition to, and not in lieu of, all other remedies SoftInWay may have at law or in equity, whether under this Agreement or otherwise. All remedies are at SoftInWay's discretion. Your jurisdiction may give you different rights and SoftInWay advises you of this possibility.**
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 - 8.1 Open CASCADE Technology;
 - 8.2 CoolProp;
 - 8.3 Eigen;
 - 8.4 ActiPro;
 - 8.5 Langfuse; and
 - 8.6 MathJax.
9. **Confidentiality.** The AxSTREAM® Software, including the source code, object code, and the operational methods of the AxSTREAM® Software, and all Documentation, and other materials associated with the AxSTREAM® Software, is the Confidential Information of SoftInWay (“**Confidential Information**”). You acknowledge and agree that you will use commercially reasonable efforts to safeguard SoftInWay’s Confidential Information and to prevent any unauthorized access, reproduction, disclosure and/or use of any of the Confidential Information, utilizing at least the safeguards that you use for protection of your own confidential information. You may disclose the Confidential Information only to those employees and agents who need to know such information, and in the event the employment or appointment of any such person is terminated, you agree to use your best efforts to recover any Confidential Information in such person’s custody or control. You may not remove any copyright notice, trademark notice and/or other proprietary legend or indication of confidentiality set forth on or contained in any of the Confidential Information. You may not use any of the Confidential Information other than as expressly permitted in this Agreement. You may not, directly or indirectly, either during or subsequent to the term of this Agreement, disclose the existence, content and/or substance of any of the Confidential Information to any third party, nor develop, manufacture, produce and/or distribute any software product(s) derived from or which otherwise use any of the Confidential Information. You must promptly notify SoftInWay in writing of any unauthorized use or disclosure of the Confidential Information, which notice shall include a detailed description of the circumstances of the disclosure and the parties involved. Your obligations hereunder with respect to the Confidential Information shall commence upon the date you accept this Agreement, and shall continue for such time as SoftInWay continues to treat such data as Confidential Information.
10. **Technical Support.** SoftInWay may, depending on the terms of your specific agreement, provide you with a primary level of AxSTREAM® software support and maintenance for the then current release/version of the AxSTREAM® software. If there is a new release/version of the AxSTREAM® software during the term of your technical support, SoftInWay will provide technical support for the new release/version for a period of six (6) months following the date the subsequent release/version is made generally available to AxSTREAM® software customers. SoftInWay will also provide maintenance services to all customers for a period of six (6) months following the date of the release of the new version so as to ensure the AxSTREAM software functions appropriately. Provided your agreement includes technical support, in no event will technical support be provided beyond the term of your license agreement, which term shall begin on the date of your receipt of the license file (enabling you to complete the installation and Use of the AxSTREAM® software (the “**License Key**”)). Technical support for the AxSTREAM® software shall include access to bug fixes and other periodic updates to the AxSTREAM® software and access to the AxSTREAM® user's forum (details of which may change from time to time and be found on the Website). SoftInWay may utilize a third-party vendor for purposes of collecting and disbursing technical support requests internally. You may purchase technical support subject to additional terms and fees; details may be found on the Website. You should note that certain customized technical support and professional services may be obtained from SoftInWay, subject to a separate written agreement between you and SoftInWay. SoftInWay reserves the right to refuse to provide technical support to any SoftInWay customer for abuse or misuse of the provisions of technical support, for custom components created by the customer using the AxSTREAM® software, or for any other violation of the terms of this Agreement. SoftInWay will have no responsibility for models or the results of models that include custom components created by the customer.



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- (a) within thirty (30) days from the date of purchase of the AxSTREAM® software, SoftInWay shall, at its option either repair or replace the media, or refund the license fee you paid, provided that you provide SoftInWay evidence of your payment of the license fee and either deliver to SoftInWay your certification of your destruction of, or return to SoftInWay, the AxSTREAM® software and accompanying Documentation, within thirty (30) days from the date of purchase of the AxSTREAM® software.
- (b) more than thirty (30) days from the date of purchase, SoftInWay shall, at its option, either repair or replace the media, provided that you return to SoftInWay the defective media and a check in the amount of the replacement fee, plus any applicable sales tax, and shipping and handling fees. Please contact SoftInWay for the specific replacement charges.
- (c) SoftInWay will not be responsible for replacements or repairs unless you obtain in advance a Return or Repair Authorization from SoftInWay.

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20 Burlington Mall Road, Suite 450
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