

SOFTWARE LICENSE AGREEMENT FOR THERMOSYS™ TOOLBOX (Version 1.0)

10 May 2013

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS.

ACCESS TO OR USE OF THIS SOFTWARE IS EXPRESSLY CONDITIONED UPON ACCEPTANCE OF THE TERMS OF THIS AGREEMENT.

This Software License and Support Agreement is a legal agreement between the Purchaser (User) and the CU Aerospace L.L.C., Incorporated (CUA). CU Aerospace software products include the Thermosys™ MATLAB Toolbox for Windows, Mac OS, Linux, and Unix ("THERMOSYS™"), associated media, any printed materials, any "online" or electronic documentation, and all software updates during the license term. By installing, copying or otherwise using THERMOSYS™, User agrees to be bound by the terms of this agreement.

1. SOFTWARE PRODUCT LICENSE

All title and copyrights in and to THERMOSYS™ (including but not limited to any source code, data structures, manuals, images, photographs, and related items incorporated into THERMOSYS™) any accompanying printed materials, and any copies of THERMOSYS™, are owned by CUA. Copyright and other intellectual property laws protect THERMOSYS™. The User may not copy the printed materials accompanying the software except for the exclusive internal use of employees of the User. User may not reverse engineer, decompile, or otherwise change the THERMOSYS™. THERMOSYS™ is licensed, not sold. The term of the license is one (1) year unless otherwise specified.

2. GRANT OF LICENSE

User must purchase and dedicate a license and support agreement for each authorized person accessing THERMOSYS™. In the case of a Perpetual License, User may annually purchase a Perpetual License Maintenance package per computer to extend the duration of license. User may install THERMOSYS™ on a workstation from which other computers on the same private computer network can access the software. User may use a back-up utility to copy THERMOSYS™ and related program files solely for archival purposes.

3. LIMITED WARRANTY

CUA warrants that the THERMOSYS™ shall be free of source code errors when used with Microsoft Windows, Macintosh, Linux, and Unix operating systems. A functional deficiency of the software is not an error. Only source code faults are warranted under this agreement. User's exclusive remedy shall be repair or replacement of the portion of the source code that is causing the software malfunction. This limited Warranty is void if the failure of the software or hardware has resulted from accident, abuse, or misapplication.

To the maximum extent permitted by applicable law, CUA disclaims all other warranties, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose, with regard to THERMOSYS™ and any accompanying written materials.

To the maximum extent permitted by applicable law, in no event shall CUA or its suppliers be liable for any damages whatsoever (including without limitation, special, incidental, consequential, or indirect damages for personal injury, loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use this product, even if CUA has been advised of the possibility of such damages. As user interaction is required by THERMOSYS™, the User is responsible for the accuracy of any resulting document or output.

4. SOFTWARE SUPPORT SERVICES

4.1 PERPETUAL LICENSE SOFTWARE SUPPORT SERVICES

Standard Installation Support

CUA will supply installation support by email only.

Perpetual License Maintenance as Product

User must purchase a software license to utilize the THERMOSYS™ application and Perpetual License Maintenance as Product. The license and support plan includes the following benefits:

Free Maintenance Updates

CUA will make available for download from the THERMOSYS™'s official web site any updates to the current release of THERMOSYS™. This service does not include on-site installation of the software.

Technical Support

CUA's software technical support staff will be available for questions pertaining to the operation of the THERMOSYS™ via email and THERMOSYS™'s official website. If a User has a problem with an operational or technical feature of the software, CUA will put forth their best effort to answer questions at no charge, but questions requiring more than 15 minutes of assistance may require purchase of hourly Enhanced Customer Support or an Enhanced Customer Support Package at current rates listed on the THERMOSYS™'s official website. CUA's software and technical support specialists will address operational or technical problems that cannot be resolved via email/Internet support by using telephone contact or remote control software. This service may require the user to have access to a computer system running THERMOSYS™ at the User's site that is equipped with an internet connection. This service may not be available because of security permissions of the User's network.

4.2 ENTERPRISE/TERM LICENSE SOFTWARE SUPPORT SERVICES

User must purchase an annual software license and support plan to utilize the THERMOSYS™ application. The license and support plan includes the following benefits:

Standard Installation Support

CUA will supply installation support by email only.

Free Maintenance Updates:

CUA will make available for download from the THERMOSYS™'s official web site any updates to the current release of THERMOSYS™. This service does not include on-site installation of the software.

Technical Support:

CUA's software technical support staff will be available for questions pertaining to the operation of the THERMOSYS™ via email and THERMOSYS™'s official website. If a User has a problem with an operational or technical feature of the software, CUA will put forth their best effort to answer questions at no charge. CUA's software and technical support specialists will address operational or technical problems that cannot be resolved via email/Internet support by using telephone contact or remote control software. This service may require the user to have access to a computer system running THERMOSYS™ at the User's site that is equipped with an internet connection. This service may not be available because of security permissions of the User's network.

5. LIMITATIONS OF COVERAGE

This agreement does not cover:

- i) Support required because of unauthorized repairs or alterations
- ii) Installation, reinstallation and other related consulting services
- iii) Service required as a result of non-compatible software
- iv) Service required on software including operating system software and/or other types of software
- v) Unauthorized modifications to programmed software.

6. COLLECTION OF INFORMATION/ AUTHENTICATION

CUA may retrieve information about your hardware configuration for license authentication, copy protection, and other purposes. The information collected is not your personally identifying information. Any unauthorized transfer, exhibition, export, import or transmission of programs and devices

circumventing the authentication system may be prohibited by law. CUA reserves the right to use any other authentication or security system, or method in connection with the Thermosys™ software.

7. ENTERPRISE/TERM LICENSE RENEWAL AND CANCELLATION

User may renew this agreement at term end by paying the appropriate annual support fee per paragraph 10 below. At any time, User may terminate computer-related services as defined in Paragraph four (4) by notifying CUA in writing. Failure to pay the license and support renewal later than 30 days after the anniversary of this agreement will also terminate this agreement. All other rights, terms and conditions included in this Agreement shall survive termination. Upon termination, the User will have no further obligation to pay CUA under the agreement except to pay for any then accrued, unpaid fees as calculated using the current annual license rate. If User terminates this Agreement, User's license to use THERMOSYS™ is revoked. In such event, User may not use or copy THERMOSYS™ and User should promptly remove the software from all installed computers.

8. LICENSE REDUCTION POLICY

User may reduce their annual license and support count upon renewal. After renewing at a lesser license count, User may choose to increase the total license count by re-purchasing the forfeited licenses at the current license price.

9. TIME FOR SERVICE

CUA will respond to any initial product support request from User within 1 business day.

10. PLACE FOR SERVICE

Service will be performed from CUA's offices. Any service performed at the User's site, along with travel expenses, will be charged to the User at the prevailing rate for such service.

11. PAYMENT

11.1 PERPETUAL LICENSE PAYMENT

The price for the software license must be paid in full in advance for each user's license. The price for the Perpetual License Maintenance as a Product must be paid annually. State sales tax will be added to all applicable purchases. No prorated refunds are granted for early termination of the support agreement.

11.2 ENTERPRISE/TERM LICENSE PAYMENT

The price for the software license and support agreement must be paid annually in full for each user's license and support. State sales tax will be added to all applicable purchases. No prorated refunds are granted for early termination of this agreement. Failure to pay will void this contract per paragraph 6.

12. PRICES MAY CHANGE UPON RENEWAL.

CUA will notify User of annual license price changes at least 60 days in advance of the license renewal date. If the User is unable to make payment prior to the license renewal due date, the user may request a two week temporary extension of the current year's license. License extensions beyond the 30-day grace period may be granted at CUA's discretion and the current upon license extension fee will be prorated.

13. UNIVERSITY OF ILLINOIS MANDATORY TERMS FOR END USERS

These terms will apply because you ("End User") are licensing, using, or are provided access to software or services ("CUA Product") that incorporates, or is based on, certain software ("University Software") of The Board of Trustees of the University of Illinois ("University").

13.1. Rights. End User may (1) use the University Software only as an integral component of the CUA Product; (2) make copies of the CUA Product for back-up or archival purposes only (provided that all notices are included as specified in Section 4. below); and (3) End User may use the CUA Products for its internal business purposes only, and will not sublicense, redistribute, or otherwise allow third parties to

use them directly or indirectly, whether on a time sharing, remote job entry or service bureau arrangement. Any use of the CUA Products beyond these limitations will be subject to CUA's prior written consent and payment of the applicable fees.

13.2. **Ownership.** All trademarks, patents, copyrights, trade secrets and other proprietary rights in or related to the University Software are and will remain the exclusive property of University, whether or not specifically recognized or perfected under applicable law. End User will not take any action that jeopardizes University's proprietary rights. End User acknowledges and agrees that it acquires no right in the University Software, except the limited use license specified in Section 1. University will own all rights in any copy of the University Software or any derivative work thereof, including any improvement or development of the University Software.

13.3. **Source Code.** The End User will have access to the source code version of the University Software ("Source Code"). End User shall only use Source Code for purposes of operating CUA Product for End User's own internal business purposes and shall not use Source Code for any other purpose including without limitation, to create any derivative works of University Software. End User shall not disclose Source Code to any third party and shall only disclose Source Code to End User personnel under the control of End User who operate CUA Product. End User shall protect the confidentiality of Source Code with at least the same degree of care that End User uses to protect its own similar proprietary and confidential information, but no less than a reasonable standard of care. End User further agrees to take such actions to protect the Source Code as the University or CUA may reasonably request from time to time. End User will not disclose, de-compile, disassemble nor otherwise reverse engineer the University Software. End User's confidentiality obligations shall survive the expiration or earlier termination of all or any part of the license for the CUA Product.

13.4. **Notices.** The End User must reproduce and include the copyright notice(s) and proprietary legend(s) of University, as applicable, as they appear in the CUA Product and on any media containing the CUA Product and on all copies of the CUA Product prepared by the End User.

13.5. **Third Party Beneficiary.** End User acknowledges that the provisions of its agreement with CUA, including, but not limited to these Terms ("Agreement"), are intended to inure to the benefit of University as a third party beneficiary of this Agreement, and University will be entitled to enforce such provisions against End User. End User further acknowledges that University accepts its third party beneficiary rights hereunder and that such rights will be deemed irrevocable.

13.6. All warranties, maintenance, and support (if any) with respect to the University Software and CUA Products will be provided solely by CUA and not by University. UNIVERSITY MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE UNIVERSITY SOFTWARE, CUA PRODUCTS OR ANY OTHER MATERIALS, SERVICES, INFORMATION, OR TECHNOLOGY, AND UNIVERSITY EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

13.7. UNDER NO CIRCUMSTANCES WILL UNIVERSITY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES OR LOST PROFITS, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF END USER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. NOTWITHSTANDING THE FORM (E.G., CONTRACT, TORT, OR OTHERWISE) IN WHICH ANY LEGAL OR EQUITABLE ACTION MAY BE BROUGHT. IN NO EVENT WILL UNIVERSITY BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY END USER FOR THE PRODUCTS THAT GAVE RISE TO SUCH DAMAGES OR LOSSES FOR EACH RESPECTIVE BREACH OR SERIES OF RELATED BREACHES, AND END USER AGREES THAT IT MUST FIRST PURSUE AND EXHAUST ALL REMEDIES AGAINST CUA BEFORE PURSUING ANY REMEDY (IF ANY) AGAINST UNIVERSITY.

END OF LICENSE CONDITIONS