

Mathematica® License Agreement

ACCEPTANCE

THIS IS A BINDING AGREEMENT. READ ALL TERMS; RETAIN A COPY. CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS BEFORE OPENING THE MEDIA CONTAINER. OPENING THE MEDIA CONTAINER INDICATES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS MATHEMATICA LICENSE AGREEMENT ("AGREEMENT"). IF YOU ARE NOT WILLING TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD RETURN THE ENTIRE PRODUCT, WITH THE SEAL ON THE MEDIA CONTAINER UNBROKEN, TO THE SOURCE FROM WHICH IT WAS OBTAINED FOR A REFUND OF THE PURCHASE PRICE.

DEFINITIONS

WRI: Wolfram Research, Inc., 100 Trade Center Drive, Champaign, IL, 61820-7237, USA.

You/Licensee: The purchaser of this license. If You/Licensee agree to these terms on behalf of an organization, You represent to WRI that You are authorized to accept these terms on their behalf.

Software: The *Mathematica* computer programs stored on the media that is enclosed in the media container included in the *Mathematica* package.

Product: All the materials, including the Software, provided by WRI under this Agreement.

Process: Every time the Software is started, a Process is invoked by Your computer's operating system. Some license versions allow more than one Process to run concurrently. The maximum number of concurrent Processes that You may run is stated on Your License Certificate.

Session: A session lasts from the time a *Mathematica* Process is launched until it terminates.

Product Name: The name of the Product licensed for use as stated on Your License Certificate.

Product Class: A categorization of different *Mathematica* products assigned to You based upon Your selected Computer Platform. The Product Class licensed for use by You is stated on Your License Certificate.

Computer Platform: The operating system family You agree to use the Product with is stated on Your License Certificate.

Use Class: A categorization based on the ways in which the Product may be used. Your Use Class is stated on Your License Certificate.

License Class: A categorization of different *Mathematica* licenses that indicates if the Product may be run on a network of computers. The License Class You selected is stated on Your License Certificate.

OWNERSHIP

WRI is the sole owner of the Product with the exception of the portions of the Product licensed by WRI from the third-party owners of those portions. WRI is the holder of the copyright to the Software, including without limitation such aspects of the Software as its code, structure, sequence, organization, "look and feel", programming language, and compilation of command names. Use of the Software, unless pursuant to the terms of a license granted by WRI or as otherwise authorized by law, is an infringement of the copyright.

PERMITTED USES

Subject to the terms of this Agreement and Your acceptance thereof, WRI grants You a non-exclusive license to use the Product in Your License Class on the Computer Platform indicated on Your License Certificate. Your license terminates in the event that You receive a license to use an upgraded version of the Product in place of the Product, which upgrade, as well as any other improvement, enhancement, or the like, Wolfram is under no obligation to provide. If a license expiration date is indicated herein, Your license to use the Product terminates on that day. You are also authorized to:

- for a Single User License Class, install and use the Software on a single online storage device (for example, a hard disk drive);
- for a Network License Class, install and use the Software on any online storage device (for example, a hard disk drive) located at the physical site of Product registration;
- maintain an archival copy of the Software on offline storage media (such as a CD);
- transfer the license subject to the following conditions: (1) Your Use Class permits the transfer of this Agreement; (2) The transferee's use of the license falls into the same Use Class; (3) You notify WRI in writing of Your decision to transfer this Agreement and certify that You have destroyed or given to the transferee all copies of the Software and other elements of the Product that You have ever had; and (4) The transferee accepts all the terms and conditions of this Agreement.

PROHIBITED USES

All uses of the Software and other elements of the Product not specifically allowed in the Permitted Uses section of this Agreement are prohibited, including:

- running more Processes concurrently than the maximum specified on Your License Certificate;
- running the Software on a computer associated with a Product Class greater than the Product Class specified on Your License Certificate;

- running the Software described in the Product on a Computer Platform other than that specified on Your License Certificate;
- using the Product in a manner that violates the restrictions associated with the Use Class specified on Your License Certificate;
- using portions of the Product on separate computers (The Software may contain multiple executables [e.g., kernel, front end, other programs]; executables may not be installed or used on separate computers, even if the use is not concurrent. In the case of multiple process licenses, the use of one or more executables, but not more than one kernel, on a computer is the equivalent of the use of a single Process on that computer. In the case of Network Licenses, the use of a front end executable that is linked to an active kernel on a second computer is counted as a single Process);
- decompiling, disassembling, or reverse engineering the Software;
- modifying the Software in any manner, except those portions written in the *Mathematica* language and included as standard *Mathematica* packages;
- distributing, publishing, transferring, sublicensing, lending, leasing, or renting the Product or any portion of the Software;
- copying or allowing copying of the Product or any elements of the Product, except as permitted for the maintenance of an archival copy of the Software;
- allowing access to the Product by any person other than Licensee. Access to the Product via a web server is only allowed pursuant to a valid web $Mathematica$ license agreement;
- allowing access from multiple computers or terminals to a single Session simultaneously; and
- removing any copyright, trademark, or other proprietary notices from the Product.

MULTIPLE NETWORK LICENSES

Each Product licensed for use as a Network license must be controlled by a separate *Mathematica* License Manager ("MathLM") program.

LIMITED WARRANTY

WRI warrants that the Product shall be free from defects in the physical media for a period of ninety days following the date of purchase when used under normal conditions. Licensee acknowledges that WRI shall provide, as Your sole remedy for breach of this warranty, another copy of the physical media. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WRI DOES NOT WARRANT THAT THE PRODUCT IS FREE FROM ALL ERRORS AND OMISSIONS. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, THE PRODUCT IS PROVIDED "AS IS". WRI MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCT OR THE SOFTWARE CONTAINED IN THE PRODUCT, INCLUDING WITHOUT LIMITATIONS, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, INTEROPERABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH IS EXPRESSLY DISCLAIMED. WRI DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE.

IN ADDITION TO THE FOREGOING, YOU SHOULD RECOGNIZE THAT ALL COMPLEX SOFTWARE SYSTEMS AND THEIR DOCUMENTATION CONTAIN ERRORS AND OMISSIONS. WRI AND ITS DISTRIBUTORS AND DEALERS, SHALL NOT BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR PROVIDING INFORMATION ON OR CORRECTIONS TO ERRORS AND OMISSIONS DISCOVERED AT ANY TIME IN THE PRODUCT, WHETHER OR NOT THEY ARE AWARE OF THE ERRORS OR OMISSIONS. WRI DOES NOT RECOMMEND THE USE OF THE PRODUCT FOR APPLICATIONS IN WHICH ERRORS OR OMISSIONS COULD THREATEN LIFE, INJURY, OR SIGNIFICANT LOSS.

SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THIS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. This Agreement is governed by the laws of the State of Illinois without effect to any choice-of-law provisions.

LIMITED DAMAGES

IN NO EVENT SHALL WRI, ITS DISTRIBUTORS, OR ITS DEALERS BE LIABLE FOR ANY LOST PROFITS, LOST BENEFITS, OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WRI'S CUMULATIVE LIABILITY TO YOU OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, ACTIONS, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID FOR THE PRODUCT. Some states do not allow certain limitations of damages, so the above limitations may not apply to You.

UNITED STATES FEDERAL GOVERNMENT RESTRICTED RIGHTS

If this Software is acquired by or on behalf of the U.S. federal government, this provision applies. Use, duplication, or disclosure of this Software is subject to restrictions set forth in FAR 52.227-19 and DFAR 227.7200-227.7202-4, as applicable. The Software is "commercial computer software" and is licensed with only "Restricted Rights".

Mathematica is a registered trademark of Wolfram Research, Inc.

Important details regarding Your use of *Mathematica* in accordance with the terms of the Agreement are listed on Your License Certificate.

C3008 FRM0125 09.03mg