



# COMSOL Server End User License Agreement 5.5

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YOU ARE USING COMSOL SERVER (THE "CS") LICENSED BY COMSOL.

If you or your organization obtained the CS directly from COMSOL, or its authorized distributors or resellers, then the COMSOL Software License Agreement that was presented upon installation of CS ([www.comsol.com/sla](http://www.comsol.com/sla)) shall apply.

If neither you nor your organization obtained the CS directly from COMSOL, or its authorized distributors or resellers, then the following terms and conditions of this COMSOL Server End User License Agreement ("CS EULA") shall apply.

IF YOU DO NOT ACCEPT THE APPLICABLE TERMS AND CONDITIONS, DO NOT USE THE CS.

1. Definitions. The following words and phrases shall have the definitions set forth below throughout this CS EULA, regardless of whether or not such words or phrases are capitalized:

a. The term "Application" shall mean (i) the output that is produced by using the Application Builder feature of the COMSOL Multiphysics software (with or without modification using the application programming interface for such software) or (ii) the output that is produced by using the application programming interface for COMSOL Multiphysics to enable interoperability between a Model and an external user interface.

b. The term "Academic Prices" shall mean the price for which we sell licenses to the CS to Institutions after applying for educational discount for usage of the CS that meets the requirements of the Academic Addendum to the COMSOL Software License Agreement, found at [www.comsol.com/sla](http://www.comsol.com/sla).

c. The term "COMSOL" shall mean COMSOL AB and its parents, subsidiaries, and affiliates.

d. The term "Confidential Information" shall mean the CS, together with any other non-public information learned in connection therewith that should reasonably be considered confidential under the circumstances.

e. The term "Externally Authored Programs" shall mean software programs that we have obtained from other sources and included in the CS.

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f. The term "Institution" shall mean a degree-granting educational institution.

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g. The term "Permitted Objective" shall mean understanding the ideas and principles which underlie any element of the CS.

h. The terms "we", "us", and "our" shall mean COMSOL.

i. The terms "you" and "your" shall mean the person or entity being granted access to use the CS pursuant to this CS EULA.

2. License Grant. During the term of the CS EULA, we grant you a non-exclusive, non-transferable (except as described herein), limited license to use the CS pursuant to the terms and conditions set forth herein. Other programs you may use in conjunction with the CS, including applications run by the CS, and any browser or client software used to view the CS, are subject to different terms and conditions. Certain Externally Authored Programs are licensed under different terms set by the publishers of such Externally Authored Programs, as set forth in the about.txt file that is included with the CS, or listed under your licensed version of the CS on [www.comsol.com/legal/about/](http://www.comsol.com/legal/about/). Any terms contained or referenced in the about.txt file, or listed under your licensed version of the CS on [www.comsol.com/legal/about/](http://www.comsol.com/legal/about/), for a particular Externally Authored Program shall take precedence for such Externally Authored Program to the extent of any conflict between such terms and this CS EULA.

a. Access to CS. The license granted herein gives you access to an interface for communicating with a CS installation and permits you to use that interface to communicate with that CS installation. The CS is not intended to enable users to access the object code or source code for the CS, and you shall have no rights with respect to the object code or source code for the CS.

b. Ownership. The CS is licensed and not sold. All right, title and interest in and to the CS, including, without limitation, copyrights and trade secrets, are, and shall at all times remain, the exclusive property of us and/or those parties who have licensed Externally Authored Programs and other programs for incorporation into the CS, and you shall have no right therein, except the expressly limited license rights granted herein.

c. Transferability. The license to use the CS is non-transferable, except to the extent that you may add users if that is permitted by the account set up for you by the party who has granted you or your organization access to the CS in accordance with the agreement between COMSOL and such party and in accordance with the agreement between such party and you or your organization. In addition to any terms and conditions imposed by the party who has granted you or your organization access to the CS, if you grant user access to others, then (i) you shall not take any steps to disable or interfere in any way with the automatic delivery of this CS

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EULA to those users and (ii) any terms and conditions set by you for applications that you make available for use with the Programs shall not alter, amend, conflict with, or purport to terminate this CS EULA.

d. Restrictions.

i. The CS may not be copied or downloaded, and you may not access the system on which the CS resides, other than as expressly permitted by this CS EULA.

ii. The CS may not be used for any purpose other than the use of Applications or the administration of Applications usage.

iii. If you use the CS to call any third party software, your use of that third party software must comply with all terms and conditions of the license agreement that gives you the right to use such third party software, including, without limitation, any restrictions on how such third party software may be called.

iv. CS licensed to Educational Institutions at Academic Prices are further restricted by the Academic Addendum to the COMSOL Software License Agreement, which can be found at [www.comsol.com/sla](http://www.comsol.com/sla). If the CS were licensed by us at Academic Prices, then you may only use the CS for academic research or classroom activities of a degree-granting institution and not for commercial or governmental work. You are responsible for determining whether or not the CS are subject to the restrictions applicable to CS licensed at Academic Prices.

e. Reservation of Rights. You acknowledge that all rights with respect to the CS, whether now or hereafter existing, which are not expressly granted to you are reserved to us and our licensors, and any use of the CS not expressly authorized by us herein shall be deemed a breach of this CS EULA. You shall not modify or create any derivative, compilation, or collective work involving the CS. You shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the CS, so as to enable you to satisfy all of your obligations under this CS EULA.

f. Use. Access to and use of the CS must be in accordance with the terms and conditions of any agreement existing between you or your organization and the person or organization who obtained the CS from us. To the extent permitted under those terms and conditions you may access and use the CS, worldwide, for the sole purpose of running Applications built with COMSOL Multiphysics software for use with the CS. Your use of any such applications must comply with any terms and conditions that the author of such applications have included therein. ([/privacy-policy](#))

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g. No Reverse Engineering. The CS is not intended to enable users to access the source code or object code of the CS. Nevertheless, should you somehow gain such access, you shall not decompile, reverse engineer, disassemble, isolate, separate, or otherwise attempt to derive source code from the CS, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. All copies of CS shall contain all copyright and proprietary notices as in the original. You shall not remove, obscure, or alter copyright notices, trademark notices, or other proprietary rights notices affixed to or contained within the licensed CS. Notwithstanding anything else set forth in this CS EULA to the contrary, you may reverse engineer, disassemble, isolate, separate, and modify only those files specifically listed in the offer.txt file that is included with the CS, or listed under your licensed version of the CS on [www.comsol.com/legal/offer/](http://www.comsol.com/legal/offer/), as eligible for such activities. Upon request as set forth herein, for a period of three years following your acceptance of this CS EULA, we will provide you with the source or object code needed to recreate any or all of only those files specifically listed in the offer.txt file that is included with the CS, or listed under your licensed version of the CS on [www.comsol.com/legal/offer/](http://www.comsol.com/legal/offer/), as eligible for such activities. All requests pursuant to this Paragraph shall be made in writing and addressed by first class mail to the address set forth in the offer.txt file. We may charge a fee for sending you the code to cover our cost of distribution.

If you are a licensee in the European Union: You may decompile, disassemble or otherwise reverse engineer the CS only where any such act is necessary to a Permitted Objective and provided that: (i) the information necessary to achieve the Permitted Objective has not already been made available or has not been provided by us within a reasonable time after a written request to provide such information; (ii) the compilation, disassembly, reverse-engineering, etc., is confined to those parts of the CS necessary to achieve the Permitted Objective; (iii) the information gained is not used for anything other than the Permitted Objective and is not disclosed to any other person except as may be necessary to achieve the Permitted Objective; and (iv) the information obtained is not used to create a program(s) substantially similar in its expression to any Program(s), including, but not limited to, expressions of the CS in other computer languages, or for any other act restricted by copyright in the CS.

h. U.S. Government. If you are acquiring this license to the CS on behalf of any unit or agency of the U.S. Government, the Government shall only have the rights for this Commercial Computer Software and Commercial Computer Software Documentation as set forth herein in accordance with the applicable Federal Acquisition Regulations for the acquisition of

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Commercial Computer Software and Commercial Computer Software Documentation. In particular, for units of the Department of Defense: the Government shall have only the rights specified in the license under which the CS, as commercial computer software, were obtained, as set forth in subparagraph (a) of the Rights in Commercial Computer Software or Commercial Software Documentation Clause at DFARS 227.7202-3, therefore the rights set forth herein shall apply. For any other Government unit or agency: The Government shall have only the rights specified in this CS EULA under which the CS as commercial computer software were obtained, as set forth in FAR 12.212. When FAR clause 52.227-19 applies, the Government's rights include those set forth in paragraph (b)(2) of that clause, except that under no condition does this license extend to the source code of the CS or otherwise obligate us to modify the CS or Documentation for the Government. Where the CS as commercial computer software and the Documentation as commercial computer software documentation are licensed to the Government under a contract that includes FAR clause 52.227-19 or similar, the following Notice is incorporated herein:

NOTICE-Notwithstanding this license agreement that may pertain to, or accompany the delivery of, this computer software (the CS), the rights of the government regarding its use, reproduction, and disclosure are as set forth in clause 52.227-19(b)(2) of the Government Contract under which it was acquired.

i. Protection and Confidentiality of Our Information. You acknowledge that the CS contains trade secrets and other valuable and confidential information of ours and of licensors of information or materials to us, and you shall not act, or fail to act, in any way or manner to intentionally or negligently harm our or our licensors' rights in our or their respective intellectual property in the CS. You shall disclose Confidential Information of ours and our licensors only on a need-to-know basis to your employees; you may not disclose any Confidential Information of ours and our licensors to a third party; and you shall use all reasonable care to keep the Confidential Information of ours and our licensors confidential consistent with the grant of your licensed rights. In no event shall the obligations set forth in this Section override any requirements imposed on you or your organization by or on behalf of any state or federal government within the U.S. by any public records, freedom of information, or similar law providing for public access to governmental records.

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3. License Term. Unless terminated earlier in accordance with this CS EULA, the Term shall be established by any agreement between you or your organization and the person or organization from which you obtained the CS.
4. Compliance with Export Laws. The CS is subject to U.S. and United Kingdom export control laws or other (U.S., U.K., and non-U.S.) governmental export and import laws and regulations ("Export Laws"). Notwithstanding any other term of this CS EULA or any other CS EULA, neither you nor any third party may exercise any of your rights under this CS EULA in violation of any Export Law, nor may this CS EULA be transferred to any party where doing so would result in such a violation. The terms of any limitation on the use, transfer or re-export of the CS imposed by us in any document for the purpose of export control shall prevail over any of the terms and conditions in this CS EULA, but it shall be your responsibility to comply with the latest Export Law. You represent and warrant that neither you nor any person or entity you permit to use the CS under this CS EULA is located in or is a permanent resident of any country subject to any U.S. or other embargo or any country that is specially designated by the U.S. government as a "terrorist supporting" country and that neither you nor any person or entity you permit to use the CS under this CS EULA is on any U.S. government list of prohibited or restricted parties.
5. Disclaimer of Warranties. THIS SOFTWARE IS PROVIDED "AS IS AND WITH ALL FAULTS." TO THE EXTENT PERMITTED BY LAW, WE AND OUR LICENSORS, DISTRIBUTORS, AND RESELLERS DISCLAIM ALL WARRANTIES FOR THIS SOFTWARE, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, DESIGN, OPERATION, LACK OF VIRUSES, ABSENCE OF ERRORS, ACCURACY OR COMPLETENESS OF OUTPUT, LACK OF NEGLIGENCE, SECURITY, AND FITNESS FOR A PARTICULAR PURPOSE (EVEN IF WE HAVE BEEN INFORMED OF SUCH A PURPOSE), AND WARRANTIES ARISING FROM ANY COURSE OF DEALING, USAGE, OR TRADE PRACTICE. YOU ACKNOWLEDGE THAT THE PROGRAMS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE OR RESALE AS CONTROL EQUIPMENT IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE PERFORMANCE IN WHICH THE FAILURE OF THE PROGRAMS COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE.
6. Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, NEITHER WE NOR OUR LICENSORS, DISTRIBUTORS, OR RESELLERS SHALL HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS CS EULA, INCLUDING, WITHOUT LIMITATION, DAMAGES FROM THRID PARTY CLAIMS, LOSS OF PROFITS, LOSS OF DATA, INVASION OF PRIVACY, FAILURE TO MEET ANY DUTY SUCH AS GOOD FAITH

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OR REASONABLE CARE, NEGLIGENCE, OR ANY OTHER LOSS, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7. Prevailing Party. If any legal or other proceeding is brought for any breach of this CS EULA, the prevailing party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in bringing such action or proceeding, in addition to any other relief to which such party may be entitled.
8. Termination. This CS EULA shall terminate immediately upon the earlier of (i) the termination of any agreement between you or your organization and the person or organization granting you access to the CS or (ii) any breach by you or your organization of this CS EULA or any other CS EULA to which you or your organization is bound.
9. Effect of Termination. Upon termination of this CS EULA, you shall cease all use of the CS.
10. Revised Terms and Conditions. New releases of the CS may be licensed under a revised CS EULA, and such revised CS EULA shall be effective upon your first use of such new release.
11. Miscellaneous. You shall not grant any ownership right or security interest in the CS to any person. You shall comply with all laws applicable to you in the jurisdiction in which you use the CS. A breach of any provision of this CS EULA may only be waived in writing and the waiver of such breach shall not operate or be construed as a waiver of any subsequent breach. If any of the terms and conditions of this CS EULA should, for any reason, be held invalid or unenforceable in any respect, the remainder of this CS EULA shall be enforced to the full extent permitted by law. A court of competent jurisdiction is hereby empowered to modify the invalid or unenforceable provision to make it valid and enforceable. If you reside or are domiciled in the Americas (including the Caribbean and Canada), this CS EULA shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts and the United States of America, without regard to conflicts of laws principles. Such licensees agree that any dispute, controversy, or claim arising out or relating to this CS EULA or the breach, termination, or alleged invalidity thereof shall be subject to exclusive jurisdiction and venue in the state and federal courts in the Commonwealth of Massachusetts and consent to personal jurisdiction therein. If you reside or are domiciled outside the Americas, this CS EULA shall be governed by and construed in accordance with the laws of Sweden without regard to conflicts of law principles. If you purchased a license outside the Americas, any dispute, controversy or claim arising out of or in connection with this CS EULA, or the breach, termination, or alleged

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invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"). The Rules for Expedited Arbitrations shall apply to such arbitrations, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators. The Parties shall keep all information, documentation, materials in whatever form disclosed in the course of such arbitral proceeding confidential and they shall be used solely for the purpose of those proceedings. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. For all licensees, the parties agree that neither the U.N. Convention on Contracts for the International Sale of Goods nor the provisions of the Uniform Computer Information Transaction Act ("UCITA") as adopted or as may be adopted by any state shall apply or govern this CS EULA or the relationship of the parties hereto. To the extent UCITA may be deemed applicable, the parties agree to opt out of its applicability pursuant to the opt out provisions contained therein. You may not bring any action against us or our licensors more than two (2) years after the cause of action accrued. To the extent permitted by law, you hereby waive any sovereign immunity that you would otherwise be entitled to assert with respect to any claim arising out of or relating to this CS EULA. If you are a governmental user in a jurisdiction whose law restricts your ability to enter into agreements regarding the terms in this Section, then such Section shall be enforceable only to the extent permitted by applicable law; and the applicable law for the governance and construction of this CS EULA and the applicable jurisdiction for disputes between the parties shall be dictated by any such legal requirement conflicting with this Section. If you acquired the CS outside the United States, then any local laws conflicting with the selection of applicable law and jurisdiction in this Section shall be given precedence over this Section. While certain portions of the CS have been obtained by us from our licensors, we are solely responsible for providing licenses to the CS, and our licensors have no responsibility for providing such licenses to you, no obligations with respect to maintenance or support for the CS or for addressing claims regarding the CS, and have made no warranties regarding the CS. Our licensors are third party beneficiaries of this CS EULA and shall have the right to enforce its provisions. The parties to this CS EULA hereby confirm their desire that this CS EULA, and any documents relating thereto, be written solely in the English language. Les parties au présent Accord confirment leur volonté que cet Accord, ainsi que les documents s'y rattachent, soient rédigés uniquement en langue anglaise.

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12. Entire Agreement. This CS EULA shall constitute the entire agreement between you and us concerning the subject matter hereof, except that the

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COMSOL Client License Agreement shall apply to the extent you use COMSOL's client software to access the CS, in which case this CS EULA shall take precedence over such COMSOL Client License Agreement. All other prior, contemporaneous, and subsequent proposals, agreements, representations, and understandings are superseded and replaced by this CS EULA. This CS EULA may not be changed except as provided herein in a writing signed by you and us.

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