

WOLFRAM RESEARCH

Exhibit B

Product License Agreement(s)

The attached *Mathematica* License Agreement governs the use of *Mathematica* as supplemented by the terms and conditions of the Agreement. Copies of other Product License Agreements applicable to this Agreement are also attached, and contain the terms and conditions governing the use of each Product as supplemented by the terms and conditions of the Agreement.

Mathematica[®] License Agreement

ACCEPTANCE

This is a binding agreement; read all terms; retain a copy.

Carefully read the following terms and conditions before accessing, installing, or using the Software.

By clicking the "I AGREE" button, opening the media container, downloading the Product, or installing/using the Product, You are consenting to be bound by this *Mathematica* license agreement ("Agreement"). If You are not willing to accept the terms and conditions of this agreement, You may not access, copy, install, or use the Product—immediately return the entire Product to the source from which it was obtained, and uninstall/remove/destroy any additional copies of the Product.

DEFINITIONS

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

You/Licensee: The individual or organization obtaining the Product. 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 the organization's behalf.

Software: The computer programs provided by WRI under this Agreement, known as *Mathematica*.

Product: All the materials, including the Software, provided by WRI under this Agreement (whether by download or physical storage media), and data accessed on WRI's servers.

Mathematica Process: A suite of processes consisting of one Kernel, one Front End, and other auxiliary processes. Some licenses allow more than one *Mathematica* Process to run concurrently. The maximum number of concurrent *Mathematica* Processes that You may run is indicated on Your License Certificate.

Intellectual Property Rights: Any and all rights existing from time to time under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations thereof.

Product Class: The operating system family to which You agree to limit Your use of the Software. Your selected computer platform and Product Class are indicated on Your License Certificate.

Use Class: Indicates whether there are restrictions on how the Product may be used and/or transferred. Your Use Class is indicated on Your License Certificate.

License Class: Indicates whether the Software allows use by a single-user or a network of computers. Your License Class is indicated on Your License Certificate.

OWNERSHIP

WRI is the sole owner of the Product as provided by WRI 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 Intellectual Property Rights in the Product, including, without limitation, such aspects of the Software as its code, structure, sequence, organization, "look and feel", programming language, and compilations of command names, descriptors, and data. Use of the Product, unless pursuant to the terms of a license granted by WRI or as otherwise authorized by law, is an infringement of Intellectual Property Rights. When publishing academic or research papers for which *Mathematica* was used, the Software should be appropriately cited as a reference and/or described in a methods section. Notwithstanding the obligation to provide acknowledgement stated above, no other right to use the names, marks, or other distinctions of the Product or WRI is permitted.

PERMITTED USES

Subject to the terms of this Agreement and Your acceptance thereof, WRI grants You a non-exclusive license to use the Product solely in accordance with the License Class, Product Class, and Use Class indicated on Your License Certificate. This Agreement terminates in the event that You receive a license to use an upgraded version of the Product in place of this Product, which upgrade, as well as any other improvement or enhancement, WRI is under no obligation to provide. Your license to use the Product terminates on the indicated license expiration date, if one is indicated, or upon notice of a material breach that is not cured within 30 days of receipt of notice. Provisions of this Agreement that by their nature express ongoing rights or obligations shall survive the expiration or termination of this Agreement. You are also authorized to:

- for a Single-User License Class, install and use the Software only on a single online storage device (for example, a hard disk drive);
- for a Network License Class, install and use the Software only on any online storage device (for example, a hard disk drive) located at the physical site of Product registration;
- maintain one archival copy of the Software on offline storage media (such as a DVD);
- transfer the license only pursuant 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 stated in the Permitted Uses section of this Agreement are prohibited, including without limitation:

- running more *Mathematica* Processes concurrently than the maximum specified on Your License Certificate, allowing access to a single *Mathematica* Process by multiple computers or terminals;
- installing or running the Software on a computer associated with a Product Class greater than the Product Class 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;
- decompiling, disassembling, or reverse engineering the Software;
- modifying the Software in any manner, except those portions written in the *Mathematica* language and included as examples;
- distributing, publishing, transferring, sublicensing, lending, leasing, renting, or otherwise making available the Product or any portion of the Software including collections of data;
- 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 as allowed by the Permitted Uses section of this Agreement;
- allowing access to the Product by any user other than Licensee, including without limitation, access to the Product via a web server which is only allowed pursuant to a valid web *Mathematica*[™] license agreement;
- removing any copyright, trademark, or other proprietary notices from the Product; and
- for a Single-User License Class, using separate components of the Software on separate computers. (The Software may contain multiple executables [e.g., Kernel, Front End, other auxiliary processes] which shall not be installed or used on separate computers, even if the use is not concurrent. In the case of a Network License Class, the use of a Front End executable that is linked to an active Kernel on a second computer is permitted. Network licenses must be controlled by a separate *Mathematica* License Manager program.)

ONLINE SERVICES AND DATA

Certain functionality in *Mathematica* may require the Software to access collections of data available through external servers. WRI makes no warranty that access to such data will be uninterrupted or that the data itself will be error free. WRI reserves the right to restrict access to, add, update, modify, or remove collections of data based on availability. Your service subscription, or otherwise at WRI's discretion, You agree all data access and use shall be limited to the Permitted Uses and not to access or use data collections in such a manner that could damage, disable, overburden, or impair the servers providing such data. You agree to only access collections of data through the intended *Mathematica* interface. Data provided through WRI's online services constitutes protected intellectual property and may not be copied, distributed, used to construct a database, stored (in whole or in part) in databases for access by You or any third party, or provided or distributed through any database services containing all or part of such data. Access to the online services is provided to You at WRI's discretion, and may be terminated or restricted at any time.

LIMITED WARRANTY AND DISCLAIMER

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/or omissions and in fact it may contain them. Except as specifically set forth above, this Product is provided "as is". WRI makes no representations or warranties, express, statutory or implied, with respect to the Product or the Software contained in the Product or data accessed thereby, including, without limitation, any implied warranties of merchantability, interoperability, or fitness for a particular purpose, all of which are 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.

WRI, and its agents, representatives and independent contractors, shall not be obligated to provide or liable, under any circumstances, for providing information on or corrections to errors and/or omissions discovered at any time in the Product, whether or not they were aware of the errors and/or omissions.

WRI does not recommend the use of the Product for applications in which errors and/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 agents, representatives and independent contractors be liable for any lost profits, lost use, 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, and web*Mathematica* is a trademark of Wolfram Research, Inc.