Top6Meta End-User License Agreement

This Non-Exclusive Royalty Free License Agreement (”Agreement”) is made by and between New York University in Abu Dhabi Corporation – Abu Dhabi, a not-for-profit corporation organized under the laws of the State of New York, and registered as a branch office of a foreign entity in the Emirate of Abu Dhabi, United Arab Emirates with a business address at PO Box 129188, Building A-3, VC Suite, Saadiyat Island, Saadiyat Marina District, Abu Dhabi, United Arab Emirates (“NYUADC”) and [INSTITUTION] (“INSTITUTION”), which covers INSTITUTION’S use of the Top6MetaA Software (“Top6Meta”) that accompanies this Agreement, including time-limited trial access to the features of Top-6-Class MetaStudio Advanced for Additive Manufacturing (“Top6MetaAAM+”) as described herein, as well as other related components, which may include supporting documentation.

INSTITUTION AND USER AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, COPYING, OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.

Effective immediately as of the date of the electronic acceptance by all parties (“Effective Date”) and by clicking “I ACCEPT” via the E-Lucid Platform or the downloading platform of the software, NYUADC and INSTITUTION agree as follows:

1.0. DEFINITIONS

1.1. “Advanced Version” means the NYUADC Top-6-Class MetaStudio Advanced for Additive Manufacturing (Top6MetaAAM+) software, including the additional features and functionalities described in Part 2 of Exhibit A.

1.2. “Agreement” means this End-User License Agreement Terms and Conditions, Exhibit A (including Part 1 and Part 2), and Exhibit B collectively.

1.3. “Free Version” means the NYUADC Top-6-Class MetaStudio (Top6Meta) software described in Part 1 of Exhibit A.

1.4. “Seat License” means the ability for one user to execute and use the Software, on a separate computer solely by that User on behalf of the INSTITUTION.

1.5. “Software” means the Free Version and, solely during the Trial Period, the Advanced Version.

1.6. “Term” shall mean one (1) year from the Effective Date.

1.7. “Trial Period” means the period of three (3) days (seventy-two (72) hours) commencing upon the first launch of the Software by a User on such User’s computer.

1.8. “Update” means any enhancements, improvements, and/or new releases of Software or error corrections, bug fixes, or patches that NYUADC, at its option, may make

generally available to INSTITUTION from time to time. Once made available to INSTITUTION, such Updates will be included in the Software for the purposes of this Agreement.

1.9. "User" means an individual employed by INSTITUTION as identified in Exhibit B.

2.0. GRANT AND FEEDBACK

2.1. NYUADC hereby grants, and INSTITUTION hereby accepts, subject to the terms and conditions of this Agreement, a non-exclusive, non-transferable, non-sublicensable license to permit User to install and use the Software in accordance with the Seat License solely for any purpose during the Term.

2.2. During the Trial Period, the license granted in Section 2.1 shall extend to the Advanced Version. The Trial Period is available only once per Seat License and may not be extended, restarted, or renewed, including by reinstalling the Software, except at NYUADC's sole discretion.

2.3. Upon expiration of the Trial Period, the Software will automatically revert to the Free Version, and the features and functionalities exclusive to the Advanced Version will no longer be accessible to INSTITUTION or User. Expiration of the Trial Period shall not terminate this Agreement, which shall continue to govern INSTITUTION's and User's use of the Free Version for the remainder of the Term. Nothing in this Agreement grants INSTITUTION or User any right to use the Advanced Version after expiration of the Trial Period.

2.4. INSTITUTION and User shall not, and shall not attempt to, circumvent, disable, reset, or otherwise interfere with any technical mechanism that limits the duration of the Trial Period or access to the Advanced Version, including by altering system dates or clocks, reinstalling the Software, or using multiple accounts or devices to obtain additional Trial Periods.

2.5. This Agreement is limited to ([1]) number of Seat Licenses.

Package	Seats
Software	1

2.6. INSTITUTION and User shall not copy, translate, decompile, disassemble, modify, publicly display, create derivative works of, or reverse engineer the Software, in whole or in part, unless expressly authorized by this Agreement.

2.7. INSTITUTION and User shall not disclose, sell, transmit or otherwise distribute the Software to any third party without the prior written consent of NYUADC. INSTITUTION shall not assign this Agreement, and any attempt by INSTITUTION to assign it shall be null and void.

2.8. INSTITUTION and User may complete a follow-up Software survey via Qualtrics or similar platform to gather feedback on the Software within thirty (30) days after expiration of the Term.

3.0. OWNERSHIP AND TITLE

3.1. Subject to the license granted to INSTITUTION hereunder, all right, title and interest, in and to the Software, and in and to any Updates shall vest solely in NYUADC. At the request of NYUADC, INSTITUTION shall take all steps as may be necessary to give full effect to said right, title and interest of NYUADC including, but not limited to, the execution of any documents that may be required to record such right, title and interest with the appropriate agency or government office.

3.2. No ownership rights of NYUADC in the Software are conferred upon INSTITUTION by this Agreement.

4.0. ACCESS

4.1. NYUADC shall provide to INSTITUTION access to the Platform licensed hereunder by providing a URL to a download link that will provide an installation file.

5.0. TECHNICAL ASSISTANCE

5.1. INSTITUTION acknowledges that NYUADC does not offer support services with respect to the Software.

6.0. NOTICES AND LEGENDS

6.1. INSTITUTION shall not remove notices and legends placed in the Software code or in documentation.

7.0. CONFIDENTIALITY

7.1. INSTITUTION and User hereby acknowledges and agree that the Software constitutes and contains valuable proprietary information and know-how of NYUADC, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, INSTITUTION and User agree to treat the Software as confidential in accordance with the confidentiality requirements and conditions set forth below. “Confidential Information” shall mean any proprietary technical, business, scientific and clinical data and other information, including but not limited to any information relating to either party’s product plans, designs, costs, financial information, marketing plans, business opportunities, personnel, research, development or know-how, that is disclosed by NYUADC to INSTITUTION under this Agreement, which is marked in writing at the

time of disclosure as confidential, or if orally or visually disclosed, confirmed in a marked writing as confidential within 30 calendar days of disclosure of such oral or visual disclosure; provided however that failure to so mark or reduce to writing shall not alter the confidential status of such information if a reasonable person would recognize, by the content and/or context of such disclosure, that the disclosure was intended as confidential.

7.2. To the extent permitted by law, INSTITUTION agrees to keep confidential all Confidential Information disclosed to it by NYUADC in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that INSTITUTION shall not have any such obligation with respect to disclosure to others not parties to this Agreement of such Confidential Information as can be established to: (a) is in the public domain prior to the Effective Date; (b) becomes part of the public domain through no act or fault of INSTITUTION, after the Effective Date; (c) was in the possession of the INSTITUTION prior to receipt of the Confidential Information from NYUADC, as demonstrated by its written and/or electronic records; (d) is independently developed by INSTITUTION without the aid or use of, or reference to NYUADC's Confidential Information, as demonstrated by its written and/or electronic records; or (e) is disclosed to the INSTITUTION by a third party who is not under an obligation of confidentiality to NYUADC with respect to NYUADC's Confidential Information; or (f) any information that is required by law, court order or government regulation to be disclosed.

7.3. INSTITUTION acknowledges that the unauthorized use, transfer or disclosure of the Software will (i) substantially diminish the value to NYUADC of the know-how and other proprietary interests that are the subject of this Agreement; (ii) render INSTITUTION's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If INSTITUTION breaches any of its obligations with respect to the use or confidentiality of the Software, NYUADC shall be entitled to seek equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

8.0. REPRESENTATIONS

8.1. NYUADC represents that NYUADC has the right to grant the license to the Software under this Agreement and the Software is provided AS-IS.

8.2. THE REPRESENTATIONS STATED IN SECTION 8.1 ABOVE ARE THE SOLE AND THE EXCLUSIVE REPRESENTATIONS OFFERED BY NYUADC. THERE ARE NO OTHER REPRESENTATIONS OR WARRANTIES RESPECTING THE SOFTWARE, MODIFICATIONS, UPDATES, OR SERVICES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF INSTITUTION HAS BEEN INFORMED OF ERRORS OR DEFECTS.

8.3. The Software is a research and development tool made available as a service to qualified recipients in furtherance of NYUADC's public mission. The Software may have errors, defects, and other limitations. NYUADC DOES NOT REPRESENT OR WARRANT THAT ANY ERRORS, DEFECTS, OR OTHER LIMITATIONS OF THE SOFTWARE WILL BE IDENTIFIED OR CORRECTED BY NYUADC.

8.4. The Advanced Version is made available during the Trial Period on an AS-IS basis. NYUADC may modify, suspend, or discontinue the availability of the Trial Period at any time without liability to INSTITUTION or User.

9.0. INDEMNIFICATION

9.1. Each party shall be responsible for its own and its personnel's acts and omissions in connection with this Agreement and shall not be responsible for the acts and omissions of the other party. To the extent permitted by law, INSTITUTION will indemnify and hold NYUADC harmless from any claims or liability resulting from this Agreement. To the extent that INSTITUTION is prevented from indemnifying NYUADC by law, INSTITUTION agrees to hold NYUADC harmless from all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability arises out of INSTITUTION or INSTITUTION's personnel's acts or omissions.

10.0. DEFAULT AND TERMINATION

10.1. NYUADC may terminate this Agreement if INSTITUTION or User fail to comply with any term or condition of this Agreement. If this does occur, INSTITUTION and User agree to return to NYUADC or to destroy all copies and certify destruction on request by NYUADC of the Software upon termination of the Agreement.

10.2. This Agreement may be terminated by INSTITUTION at any time by thirty (30) days written notice to NYUADC and by destroying all copies and certifying destruction on request by NYUADC of the Software and Software documentation.

11.0. EXPORT REQUIREMENTS

11.1. INSTITUTION agrees to comply with all applicable U.S. export control laws and regulations, specifically the requirements of ITAR, 22 CFR 120 et seq.; the Export Administration Act, 50 U.S.C. Appx. 2401 et seq.; and the Treasury Department's Office of Foreign Assets Control (OFAC) embargoes and sanctions, 31 CFR 500 et seq. The INSTITUTION shall obtain the written consent of NYUADC prior to submitting any request for authority to export any such information.

12.0. General

12.1. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the federal laws of the UAE, as applied in the Emirate of Abu Dhabi. The parties hereby consent to personal jurisdiction of such courts in any such action and specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum. To the extent by law that INSTITUTION is prevented from agreeing to the above governing law and jurisdiction, the parties hereby agree to remain silent as to governing law and jurisdiction.

12.2. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.3. This Agreement (and the annexed Exhibit A and Exhibit B) constitute the entire Agreement between the parties relating to the subject matter hereof and may not be supplemented, modified, amended, released or discharged except by an instrument in writing referencing this Agreement and signed by duly authorized representatives of INSTITUTION and NYUADC. Any waiver by either INSTITUTION or NYUADC of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind. Terms and conditions as set forth in any purchase order, agreement, or contract which differ from, conflict with, or are not included in this Agreement shall not become part of this Agreement unless specifically accepted by NYUADC in writing.

12.4. INSTITUTION shall not use NYUADC's name or insignia, or any adaptation of them, or the name of any of NYUADC's personnel in any advertising, promotional or sales literature without the prior written consent of NYUADC.

12.5. It is not the intent of the parties to create a partnership or joint venture or to assume partnership responsibility or liability. The obligations of the parties shall be limited to those set out herein and such obligations shall be several and not joint.

12.6. If any party shall be delayed or hindered in, or prevented from, the performance of any act required hereunder for any reason beyond such party's direct control, including but not limited to: strike, lockouts, labor troubles, governmental or judicial actions or orders, riots, insurrections, war, acts of terrorism, Acts of God, inclement weather, epidemic or pandemic, or other reason beyond the party's control (a "Disability"), then such party's performance shall be excused for the period of the Disability. Any timelines affected by such Disability shall be automatically extended for a period equal to the delay. The party affected by the Disability shall promptly notify the other parties in writing promptly after the Disability arises.

EXHIBIT A

DESCRIPTION OF SOFTWARE

PART 1 – FREE VERSION (Top6Meta)

Top-6-Class MetaStudio (Top6Meta) is a Python-based computational framework for the unified modeling and Computer Aided Design (CAD) file generation of architected materials and structures. Top6Meta provides a complete design and CAD export workflow encompassing five (5) architected material classes and forty-eight (48) topologies, including sheet, skeletal, and exoskeletal networks.

All classes are implemented within a common modeling paradigm, enabling seamless transitions between geometrical shapes and topologies and consistent control of geometric and volumetric parameters. Top6Meta supports linear functional grading and one (1) hybridization pattern, enables users to inspect designs through interactive three-dimensional (3D) visualization, and exports the resulting geometries in STL and STEP CAD file formats.

Features and functionalities not described in this Part 1, including additional topologies, grading types and hybridization patterns, inner wall thickness analysis, effective cross-sectional properties, IPC layer preview and analysis, colored exports and sectional views, high-performance computing (HPC) parallel processing, additive manufacturing assessment, and finite element model export, are not part of the Free Version and are available to User solely during the Trial Period as part of the Advanced Version described in Part 2 of this Exhibit A.

PART 2 – ADVANCED VERSION (Top6MetaAAM+) – AVAILABLE DURING THE TRIAL PERIOD ONLY

The features and functionalities of the Advanced Version described below are available to User solely during the Trial Period, after which the Software will automatically revert to the Free Version described in Part 1 of this Exhibit A.

Top-6-Class MetaStudio Advanced for Additive Manufacturing (Top6MetaAAM+) is a Python-based, high-performance computing framework for the unified design, manufacturing assessment, and numerical modeling of architected materials and structures. Building upon the complete capabilities of Top6MetaA, this new release establishes an integrated workflow spanning geometry generation, additive-manufacturing evaluation, and finite element model export.

Top6MetaAAM+ incorporates a broad range of architectures organized into three primary

families: strut-based lattices, more than seventy triply periodic minimal surfaces (TPMS), and stochastic spinodal architectures. The release also supports three derivative classes produced through secondary operations on these primary families: hybrid multimorphology designs, functionally graded architectures, and interpenetrating phase composites (IPCs). A wide variety of functional-gradation patterns—extending well beyond conventional linear profiles—can be generated, while multiple reinforcement architectures are available for IPC designs. Additional strut-based topologies further expand the available design space.

All architectural classes are implemented within a common modeling paradigm, enabling seamless transitions among geometrical forms and topologies while maintaining consistent control over geometric and volumetric parameters. Top6MetaAAM+ also retains the distinctive inner-thickness processing module of Top6MetaA, which enables detailed analysis of internal material distribution. This capability is particularly valuable for evaluating the manufacturability and structural robustness of complex architected components. New sectioning tools further allow users to apply cuts to CAD models and directly inspect their internal features and material organization.

A major addition in Top6MetaAAM+ is its dedicated additive manufacturing assessment module. Designed for fused deposition modeling/fused filament fabrication (FDM/FFF) and selective laser sintering/powder bed fusion (SLS/PBF), the module identifies critical manufacturing concerns, including overhangs, floating or disconnected material, and excessively thin features. Each issue is located along the selected printing direction and visualized using dedicated color coding. The software also calculates an overall printability rating, providing users with an immediate quantitative assessment of whether a design is suitable for fabrication and supporting design refinement before manufacturing.

Top6MetaAAM+ additionally introduces voxel-based finite element model generation and export. Architected designs can be discretized using standard brick elements and exported for use in Abaqus and Ansys. A selection of predefined polymeric and metallic base-material models is included, helping users move efficiently from geometric design to numerical simulation, while retaining the option to specify customized material properties.

The framework supports the generation of standalone metamaterial specimens as well as architected beams, plates, and sandwich structures, thereby bridging mesoscale topology design with macroscale structural applications. Its modular architecture provides extended graphical execution pathways, while integrated multiprocessing capabilities accelerate computationally intensive geometry-generation, manufacturing-assessment, and model-export tasks.

By consolidating architected-material generation, internal-geometry inspection, additive-manufacturing assessment, and finite element export within a single extensible environment, Top6MetaAAM+ provides a versatile and efficient computational platform

for the design, manufacturability evaluation, CAD generation, and simulation of next-generation architected materials and metastructures.

Exhibit B

User Identification (Name, Title)

Name of Institution:
Name of requestor and contact information: