LICENSE AGREEMENT FOR GAS TURBINE SIMULATION PROGRAM GSP

January 2023

THIS IS A CONTRACT. BEFORE YOU DOWNLOAD THE SOFTWARE AND COMPLETE THE INSTALLATION PROCESS, CAREFULLY READ THIS AGREEMENT. BY CHECKING THE BOX "I AGREE WITH THE TERMS LISTED ABOVE" AND/OR CLICKING THE "DOWNLOAD" BUTTON TO COMPLETE THE DOWNLOADING AND INSTALLATION PROCESS, YOU CONSENT TO THE TERMS OF THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY TO THIS AGREEMENT AND BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, CANCEL THE INSTALLATION PROCESS.

1 DEFINITIONS

- 1.1 "Account" means the secured section on the website <u>www.gspteam.com</u> that contains computer software, documentation or source code of (custom build) components or component libraries of the Gas turbine Simulation Program, GSP. NLR or a GSP Team Member will provide a user name and password by email to Licensees with an Account.
- 1.2 "Agreement" means this License Agreement and any attachments thereto, and amendments and the like.
- 1.3 "Authorized User" means:
 - a. any employee, staff member or student of Licensee (either at Licensee's Premises or remote from Licensee's Premises) who has been approved by Licensee to use a Secure Network, and
- b. other individuals (while at Licensee's Premises) who have been approved by Licensee to use the Secure Network.
 "Download Section" means a section on the website <u>www.gspteam.com</u> that contains case studies, computer software, documentation and sample models of gas turbine simulation program GSP.
- 1.5 "General Terms and Conditions" means the NLR Software Licensing General Terms and Conditions, which are attached to this Agreement and form an integral part hereof.
- 1.6 "Licensee" means the entity using the Product.
- 1.7 "License Option" means the specific rights, restrictions, and obligations under which Licensee may install and use the Product pursuant to this Agreement.
- 1.8 "License Period" means an unlimited period, unless NLR and Licensee come to a written agreement that defines otherwise.
- 1.9 "NLR" means Stichting Nationaal Lucht- en Ruimtevaart Laboratorium, having its registered address at Anthony Fokkerweg 2, 1059 CM Amsterdam, The Netherlands.
- 1.10 "Product" means the computer software, documentation, and updates of the gas turbine simulation program GSP, if the License Option excludes the Component Developers Package.
 "Product" means the computer software, documentation, source codes of selected components and component libraries as well as updates of the gas turbine simulation program, if the License Option includes the Component
- Developers Package. 1.11 "Secure Network" means a computer network controlled and operated by Licensee that is accessible only to
 - Authorized Users who are:
 - a. at Licensee's Premises, or
 - b. whose identity is authenticated by Licensee at the time of login.
- 1.12 "System" means a personal computer controlled and operated by Licensee that is accessible only to Authorized Users who are:
 - a. at Licensee's Premises, or
 - b. whose identity is authenticated by Licensee at the time of login.
- 1.13 "Support" refers to a range of services by which NLR or a GSP Team Member provides assistance to Authorized Users of the Product.
- 1.14 "GSP Team Member" means an official member assigned by NLR that has been added to support the development and/or maintenance of GSP.

2 LICENSE

- 2.1 NLR hereby grants Licensee and Licensee hereby accepts from NLR a non-exclusive and non-transferable license to use the Product on the terms and conditions as mentioned in this Agreement.
- 2.2 Licensee does not have the right to sell, license, sublicense, rent, or lend the Product to another party, nor the right to sell or assign its rights under this Agreement.
- 2.3 The specific use rights granted to Licensee are as follows and depend upon the type of license that Licensee has required:
 - a. <u>Standard License</u>: The Product will be available through the Downloads Section. If the Product contains custom components or libraries, it will be available through an Account. The License is granted to Licensee on the basis of commercial use. Licensee has no right to Support as defined in article 8.2.

- b. <u>Professional License</u>: The Product will be available through the Downloads Section. If the Product contains custom components or libraries, it will be available through an Account. The License is granted to Licensee on the basis of commercial use. Licensee has the right to Support as defined in article 8.2.
- c. <u>Component Developers Package License</u>: The Product will be available through an Account. The License is granted to Licensee on the basis of commercial use. Licensee has the right to Support as defined in article 8.2. The Component Developers Package (CDP) shall include those parts of the GSP standard components source code required to develop components derived from the standard GSP component model libraries. This excludes the GSP core engine source code. Article 3.1 of the Software Licensing General Terms and Conditions applies to all source code not supplied as part of the Component Developers Package. Any additional code developed by the Licensee using the Component Developers Package shall not be subject to article 3.1 of the Software Licensing General Terms and Conditions.

Article 1.8 is applicable, but the Licensee only receives updates of the Component Developers Package for a limited period of 1 calendar year starting with the date of the delivery of the Product. Extension of this period has to be acquired separately.

A DELPHI LICENSE IS REQUIRED TO RUN THE GSP COMPONENT DEVELOPERS PACKAGE. THIS DELPHI LICENSE IS NOT INCLUDED IN THE "PRODUCT" AS DELIVERED BY NLR UNDER THIS "AGREEMENT". PURCHASE OF THE DELPHI LICENSE IS THE RESPONSIBILITY OF "LICENSEE".

- d. <u>Student License</u>: The Product will be available free of charge through the Downloads Section. Licensee may use the Product for an MSc or a PhD project. The License is granted to Licensee on the basis of non-commercial and single use. Licensee has no right to Support as defined in article 8.2. In contravention to article 1.8, the License Period will be a limited period of 1 calendar year. Thereafter, Licensee can apply for extension of the License Period with 1 calendar year through <u>license@gspteam.com</u>. A maximum of 2 extensions will be granted, provided that the License Period does not exceed the end date of the MSc or PhD project. Licensee can obtain a License through the following procedure. The professor who supervises the MSc or PhD project must send an application letter to <u>license@gspteam.com</u> that:
 - Gives a brief description of the project with its name, duration and a declaration of its non-commercial nature; and
 - Declares the student to be registered at a technical university.
- e. <u>Evaluation License</u>: The Product is available free of charge through the Downloads Section. Licensee may use the Product for evaluation purposes. In contravention to article 1.10 the computer software has limited functionality. The License is granted to Licensee on the basis of non-commercial and single use. Licensee has no right to Support as defined in article 8.2.
- f. <u>API License</u>: The Product will be available through an Account. The License is granted to Licensee on the basis of commercial use. Licensee has the right to Support as defined in article 8.2. The License shall include those parts of the GSP application to allow execution of gas turbine simulation models from other application by use of a 32-bit Microsoft DLL. Article 1.8 is applicable, but the Licensee only receives updates of the GSP API for a limited period of 1 calendar year starting with the date of the delivery of the Product. Extension of this period has to be acquired separately.
- 2.4 Any Authorized User is granted permission to use the license.

3 LICENSE PERIOD

3.1 The License Period starts at the date of acceptance of this Agreement for a period as mentioned in article 1.8 and/or article 2.3 d, unless the License is terminated according to article 9.

4 PRICE AND PAYMENT

- 4.1 The License Fee shall be borne by Licensee ("License Fee"). The License Fee includes the Service described in article 8 and the Documentation specified in article 7 of this Agreement .
- 4.2 The license fee shall be paid within thirty (30) calendar days after the date of NLR's invoice. NLR has the right to claim interest of EURIBOR plus two percent per month or any part thereof pro rata for any late payment under this Agreement.

5 USE OF THE PRODUCT

- 5.1 Licensee shall use the Product as a tool for gas turbine engine performance analysis.
- 5.2 Licensee shall not use the Product in any manner prohibited by any export laws, restrictions, or regulations (collectively the "Export Laws"). IN ADDITION, IF THE PRODUCT IS IDENTIFIED AS EXPORT CONTROLLED ITEM UNDER THE "EXPORT LAWS", "LICENSEE" REPRESENTS AND WARRANTS NOT TO BE A CITIZEN, OR OTHERWISE LOCATED WITHIN, AN EMBARGOED NATION (INCLUDING WITHOUT LIMITATION IRAN, SYRIA, SUDAN, CUBA and NORTH KOREA) AND NOT TO BE OTHERWISE PROHIBITED UNDER THE "EXPORT LAWS"

FROM RECEIVING THE PRODUCT. All rights to use the Product are granted on condition that such rights are forfeited if Licensee fails to comply with the terms of this Agreement.

6 DELIVERY AND INSTALLATION

- 6.1 NLR shall provide the Product through a download section on its website.
- 6.2 Licensee may install the Product on one or multiple Systems, if the License Option includes the right of single use by an Authorized User ("Single User License"). Simultaneous use of the Product by multiple Authorized Users or installing the Product on a Secure Network is not allowed.
- 6.3 Licensee shall install the Product on a Secure Network, if the License Option includes the right of simultaneous use by multiple Authorized Users on Licensee's Premises ("Site License").
- 7 DOCUMENTATION
- 7.1 NLR shall provide Licensee with electronic copies of the following documents:
 - GSP Web Help
 - GSP User Manual
 - GSP Technical Manual

If Licensee acquired a Student License or Evaluation License, NLR shall not provide the GSP Technical Manual to Licensee.

- 7.2 NLR shall provide Licensee with electronic copies of the following documents, if the License Option includes the Component Developers Package:
 - GSP Component Model Developer's Manual

8 SERVICE

- 8.1 Licensee shall have access to the GSP Web Help and GSP Bug Tracking System, which are accessible through <u>www.gspteam.com</u>.
- 8.2 Licensee shall have access to support through support@gspteam.com ("Support"), if the License Option includes a reserved Support effort. Article 8.3 describes the Support effort that an Authorized User can make use of. The validity of the Support is limited to a period of 1 calendar year, as of the date of this Agreement. Thereafter, Licensee can apply for extension of the Support through license@gspteam.com. Support is available on normal Dutch working days between 9.00 and 16.00 CET.
- 8.3 GSP support services attempt to help the user solve specific problems with the Product (rather than providing extensive training, large customizations, or other support services). Technical support may be delivered over the telephone or online by e-mail (<u>support@gspteam.com</u>) or through live support software through the website. Technical support can consist of:
 - assistance with installing the Product; or
 - assistance with using the Product; or
 - assistance with suspected Product problems, e.g. bugs; or
 - review of Authorized User created models; or
 - creation of simple models to demonstrate certain modelling techniques.

A reserved amount of Support is stated in the quotation. In case the quotation does not clearly specify the amount of support, a maximum limited amount of 15 hours of Support is available for the Licensee. If the License Option includes the Component Developers Package, Support is limited to the maximum amount of hours as agreed between Licensee and NLR as stated in the Component Developers Package quotation, or limited with a maximum of 80 hours (15 hours of standard Support are included herein). If the License Option includes the GSP API License, Support is limited to the maximum amount of hours as agreed between Licensee and NLR as stated in the GSP API guotation, or limited with a maximum of 40 hours (15 hours of standard Support are included herein).

- 8.4 Licensee can hire NLR to develop customized components or libraries for the Product. The source code of these customized components or libraries will be made available to Licensee. However, "NLR" PRESERVES THE RIGHT TO USE THE SOURCE CODE OF THESE CUSTOMIZED COMPONENTS OR LIBRARIES FOR ITS OWN PURPOSES. In contravention to article 4.1 the service described in article 8.4 is invoiced separately from the License Fee.
- 8.5 NLR provides updates to the software through digital downloads from within the software. Licensee is entitled to update the software for the main version number the License is acquired for free of charge.

9 TERMINATION

- 9.1 NLR may terminate the Agreement immediately by written notice in the event that
 - a. Licensee becomes insolvent or makes an assignment for the benefit of its creditors, or if proceedings in bankruptcy are filed by or against it, or at the appointment of a receiver; or
 - b. Licensee is in breach of any of its obligations under the Agreement or the General Terms and Conditions and Licensee has not remedied such breach within ten (10) calendar days after NLR has requested Licensee to do so. In the event the Agreement is terminated as a result of a breach by Licensee, Licensee is not entitled to claim repayment of (part of) the license fee.
- 9.2 Upon expiry or termination of the Agreement Licensee shall stop using the Product, shall erase or destroy the Product and any copies thereof, as well as the parts thereof that are merged into Licensee's programs, and shall send NLR written confirmation thereof.

9.3 Termination or expiry of this Agreement shall not affect the validity of articles 4.3, 4.4, 4.5 and 5 of the General Terms and Conditions, which shall survive such termination or expiry.

10 GENERAL

- 10.1 Licensee has received and hereby accepts NLR's Software Licensing General Terms and Conditions as defined in this Agreement.
- 10.2 In the event of a conflict between the provisions of the Agreement and the General Terms and Conditions, the Agreement shall prevail.

SOFTWARE LICENSING GENERAL TERMS AND CONDITIONS

These General Terms and Conditions shall apply to the license for software program developed by the National Aerospace Laboratory (NLR) and shall be applicable to the licensing of software in addition to the Software License Agreement between NLR and Licensee.

1 LICENSE AGREEMENT

- 1.1 The terms "Licensee", "Product", "License Period" and "Licensee's Premises" shall have the meaning as stated in the Software License Agreement ("Agreement") between NLR and Licensee.
- 1.2 Any terms not defined herein shall have the meaning as prescribed in the Agreement.

2 PROPRIETARY RIGHTS

2.1 The Product and all copies thereof, are the property of NLR or NLR has a license thereto, and title and such rights under license remain in NLR.

All applicable rights in patents, copyrights, trademarks, service marks, and trade secrets in the Products as well as any operational know-how in relation to the Product are and remain the property of NLR or are subject of a license granted to NLR.

- 2.2 Licensee is not authorised to make copies of the Product without prior written approval of NLR, except that Licensee is authorised to make one copy of the Product for backup purposes only. Licensee shall include NLR's or a third party's copyright, trademark, or other proprietary notices on any such copy.
- 2.3 Licensee shall secure and protect each executable version of the Product and copies thereof, in a manner consistent with protection of NLR's rights therein.

3 USE

- 3.1 Licensee shall not attempt to reverse engineer, decompile, disassemble, or modify other than according to the configuration procedure described in the provided manuals –, the Product in whole or in part, or to otherwise attempt to derive the source code for the Product or modify its designed behaviour in whole or in part.
- 3.2 Licensee shall take appropriate action by instruction, agreement, or otherwise with any persons permitted access to the Product, so as to enable Licensee to satisfy its obligations under the terms of the Agreement and these General Terms and Conditions.

4 WARRANTY AND LIABILITY

- 4.1 NLR warrants that NLR has the right to grant the license as defined in the Agreement.
- 4.2 To the best of NLR's knowledge and belief, the software does not infringe any third party copyright or any other intellectual property. Any responsibility or liability of NLR for claims, costs, expenses and/or consequential losses or damages resulting from or arising out of any infringement of intellectual property rights is excluded.
- 4.3 NLR does not warrant that the Product will be error free or will operate without interruption.
- UNDER THE AGREEMENT OR UNDER THE GENERAL TERMS AND CONDITIONS, NLR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR THAT THE USE OF THE SOFTWARE WILL NOT INFRINGE ANY PATENT OR COPYRIGHT.
- 4.4 IN NO EVENT SHALL NLR BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS OR REVENUES OR LOSS OF DATA) WHETHER ARISING OUT OF THE INSTALLATION, THE USE OR INABILITY TO USE THE PRODUCT (EVEN IF NLR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR CLAIM) OR ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, OR BREACH OF ANY STATUTORY DUTY. LICENSEE AGREES TO INDEMNIFY AND HOLD NLR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF

ANY KIND (ALONG WITH ATTORNEYS' FEES AND COST OF LITIGATION) INCLUDING BUT NOT LIMITED TO PERSONAL INJURY OR DEATH TO PERSONS OR DAMAGE TO PROPERTY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM ANY INCORRECT OR MISLEADING RESULTS LICENSEE HAS OBTAINED THROUGH THE USE OF THE PRODUCT.

4.5 Notwithstanding the foregoing, NLR's aggregate liability arising from or relating to the Agreement will not exceed the applicable License Fee paid by Licensee to NLR under the Agreement.

5 CONFIDENTIALITY

- 5.1 All material and documentation furnished to Licensee under the Agreement which are marked confidential and/or proprietary and all other intellectual property of NLR or granted under license to NLR are the confidential and proprietary information of NLR or subject of a right under license granted to NLR.
- 5.2 Licensee shall not, without NLR's prior written consent, disclose, provide, or otherwise make available the Product or any such confidential and/or proprietary information of NLR in Licensee's possession, or any part thereof, to any other person than Licensee's employees who have a need to know.

- 5.3 Licensee undertakes to treat and safeguard the confidential and proprietary information in the same manner as it treats and safeguards its own confidential and proprietary information but shall use no less than reasonable care.
- 5.4 Licensee shall not alter or remove from the Product any copyright, trademark or other proprietary notice of NLR or a third party. Licensee shall incorporate such proprietary markings in any derivative material. Licensee shall not make any modifications, deletions, additions, or enhancements to the Product or to the trade or service mark or copyright notice.
- 5.5 Licensee shall neither sell the Product nor assign, disclose, publish, demonstrate, display, copy or in any other manner make it available to third parties.

6 SERVICES

- 6.1 Under the Agreement or an installation, service or maintenance agreement the following shall be excluded:
 - a. repairs required as a result of improper operation, misuse of the Product or part thereof or any fault of Licensee or employees or agents of Licensee or any other cause external to the Product,
 - b. service for the Product or part thereof which has been modified or otherwise altered by Licensee without NLR's prior written consent,
 - c. assistance required because of repairs, maintenance, modifications or other services performed on the Product other than by authorised NLR personnel.

7 NOTICES

- 7.1 All notifications made in the framework of the Agreement and these General Terms and Conditions shall be made in writing to the person designated in the Agreement.
- 7.2 Technical matters shall include service as specified in the Agreement and notification of changes in computer hardware.

8 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 8.1 The Agreement and the General Terms and Conditions are construed in accordance with and shall be governed by the laws of The Netherlands.
- 8.2 Disputes that cannot be resolved amicably shall be settled exclusively and finally in accordance with the Rules of Reconciliation and Arbitration of the International Chamber of Commerce. The arbitration proceedings shall take place in Amsterdam, The Netherlands and will be conducted in the English language.

9 MISCELLANEOUS

- 9.1 No modifications or changes to the Agreement or these General Terms and Conditions shall be binding unless set forth in writing and signed by both Parties.
- 9.2 If and to the extent that any provision or any part of a provision in the Agreement or in these General Terms and Conditions are illegal, invalid, or unenforceable for any reason, then such provision shall not affect the remaining provisions which shall remain in full force and effect.
- 9.3 Headings of provisions of the Agreement and these General Terms and Conditions are for reference only and shall not affect the contents or validity thereof.
- 9.4 Neither Party shall transfer or assign the Agreement or any rights nor obligations ensuing from the Agreement, to a third party without the prior written consent of the other Party.
- 9.5 The failure of either party to enforce at any time any of the provisions of the Agreement or these General Terms and Conditions or to require performance by the other party of any provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of the Agreement or the General Terms and Conditions or any part thereof, or the right of the said party to enforce such provision thereafter.