

Advanced Design Technology, Ltd.

Software Licence Agreement – Web version 1 December 2020

1. Definitions

1.1. In this Agreement the expressions:

- 1.1.1. "Date of this Agreement" shall have the meaning given to it in the Software Licence Form;
- 1.1.2. "Licensor", means Advanced Design Technology, Ltd, a company registered in England and Wales under company registration number 3636794 and whose offices are located in 30 Millbank, SW1P 4DU, London, United Kingdom;
- 1.1.3. "Distributor" means Licensor's Affiliates or persons or other business entities that are authorized by Licensor to distribute, support, or both distribute and support Software(s). Any Support Services and Maintenance Services obligations of Licensor under this Agreement may be delegated to a Distributor at Licensor's discretion. The Distributor is the entity identified in the Software Licence Form, including its affiliates;
- 1.1.4. "Licensee" means the entity identified in the Software Licence Form, including its affiliates;
- 1.1.5. "Third Party" or "Third Parties" shall mean any person, company, corporation, partnership or other legal entity other than the Licensee, the Distributor or the Licensor;
- 1.1.6. "Licence Fees" shall have the meaning given to it in clause 3;
- 1.1.7. "Licensed Site" means Licensee's physical location identified on the Licence Form and is where the Software is authorized by Licensor to be used;
- 1.1.8. "Licensed Computer" means the computer identified in the Software Licence Form or, if not indicated on the Software Licence Form, the computer information specified in the Licence Key;
- 1.1.9. "Documentation" shall mean any documents prepared by the Licensor and supplied to the Licensee relating to the Software including without limitation user's guides and manuals for the Software, whether in printed or electronic form;
- 1.1.10. "Support Services" shall have the meaning given to it in clause 7.1 and will apply to Lease Licence;
- 1.1.11. "Maintenance Services" shall have the meaning given to it in Clause 8.1 and will apply to Permanent Licence;
- 1.1.12. "Helpdesk Services" shall have the meaning given to it in clause 9.1;
- 1.1.13. "Defect" shall have the meaning given to it in clause 9.3;
- 1.1.14. "Upgrade Services" shall have the meaning given to it in clause 10.1;
- 1.1.15. "Licence Term" means the period of time during which Licensee is authorised to use the Software(s) in accordance with the applicable licence grant;
- 1.1.16. "Lease Licence" means a licence that has a Licence Term commencing on the Start Date of Software Configuration continuing until Lease End Date of Software Configuration as specified in the Software Licence Form unless earlier terminated in accordance with terms of this Agreement;
- 1.1.17. "Permanent Licence" means a license that has a License Term commencing on the Start Date of Software Configuration as specified in the Software Licence Form and continuing in perpetuity unless earlier terminated in accordance with the terms of this Agreement;
- 1.1.18. "Licence Type" means the type of licence granted for use of the Software as identified on the Software Licence Form, if the Licence Form does not specify the Licence Type, the License Type will be deemed to be Node-locked;
- 1.1.19. "LAN" means the Licensed Site network; provided, however, that in order to qualify as a LAN such Network must be a Local Area Network which is accessed and used only at the Designated Site or from the Licensee's facilities within a 40km radius of the Designated Site and within the same Country as the Licensed Site;

2. Grant of Licence

2.1. In consideration of the Licence Fees and the covenants, representations and warranties set forth herein, the Licensor hereby grants to the Licensee, and the Licensee hereby accepts, on and subject to the provisions of this Agreement, a non-exclusive, non-transferrable licence to:

- 2.1.1. install at the Licensee's expenses a copy of the Software on the hard disk drive of the Licensed Computer or any other computer that is connected by a secure and private computer network to the Licensed Computer in the same Licensed Site as the Licensed Computer;
- 2.1.2. allow one individual user to use the Software using the license key on the Licensed Computer and Licensed Site;
- 2.1.3. use the Software solely for aerodynamic/hydrodynamic design of machines or components;
- 2.1.4. make one copy of the Software solely for backup and/or archival purposes; and
- 2.1.5. receive free upgrades of the Software and/or Documentation subject to and in accordance with clause 10.

2.2. Provided that the Licensee complies with the terms of this paragraph, the Licensee may, during any period for which the Licensed Computer is malfunctioning, or for the Licence Term, including any renewals of the Licence Term, if the Licensed Computer is irreparable, install a single copy of the Software on the hard disk drive of a single substitute computer which is of the same specification as the Licensed Computer and is kept at the same Licensed Site as the Licensed Computer. This right is subject to the Licensee complying with any applicable obligations under clause 5.4.3 and the Licensee promptly notifying the Licensor of such installation and supplying the Licensor with a description and the serial number of the substitute computer. For the period during which the Software is loaded on any substitute computer, such computer shall be the Licensed Computer for the purposes of this Agreement.

3. Licence Fees

- 3.1. The Licensee shall pay the Licensor, or the Distributor, the Licence Fees by wire transfer to the bank account as requested by the Licensor, or by the Distributor, within 30 working days of its receipt of the Software and Documentation.
- 3.2. The Licence Fees and all other sums due under this Agreement are exclusive of any import duties and any sales or other taxes. The Licensee shall be responsible for payment of all such duties and taxes arising out of the performance of this Agreement and the receipt or use of the Software and Documentation. The Licensee shall also be responsible for compliance with any laws applicable to import of the Software into the country in which the Licensed Computer is located.
- 3.3. Any payments made by the Licensee under this Agreement, shall so far as permitted by law, be paid without deduction of income or other withholding taxes thereon. If any taxes are required by law to be deducted then, to the extent not prohibited by English law, the sum payable by the Licensee shall be increased so that after making all the required deductions the Licensor shall receive an amount equal to the sum that we would have received had no such deductions been made. The Licensee shall make such deductions and pay the full amount deducted to the appropriate authority and provide receipts of all such payments to the Licensor.
- 3.4. Grant of licence pursuant to this Agreement is subject to the Licensee payment in full of the Licence Fees in accordance with this clause 3.

4. Lease Licence Term

- 4.1. This Agreement and the Lease Licence granted under it shall commence on the Start Date of Software Configuration and (subject to earlier termination pursuant to clause 15.1 or 15.2) shall terminate on the Lease End Date of Software Configuration and will be automatically renewed thereafter upon a year-to-year basis unless either party has provided notice to the other, at least 90 days prior to the termination of such initial term or any such year-year renewal period, as the case may be, of its intention not to renew this Agreement.

5. Terms of the Licence

- 5.1. Except as specifically granted in clause 2 above, the Licensee shall have no right or licence in respect of the Software and/or Documentation.
- 5.2. No title to or ownership of, or security interest or other interest in, the copyright, trademarks or other intellectual property in the Software and/or Documentation shall be transferred to the Licensee under this Agreement.
- 5.3. All media on which the Software and/or Documentation is provided shall remain the Licensor's property.
- 5.4. The Licensee shall not and shall procure that its officers, employees, consultants, agents, contractors and others within its control shall not:
 - 5.4.1. install, use or copy all or part of the Software and/or Documentation except as specifically permitted in this Agreement;
 - 5.4.2. permit the Software and/or Documentation to be (1) used by more than one individual user at any one time or (2) installed or used on any computer other than the Licensed Computer in the Licensed Site (save as provided in clause 2.2);
 - 5.4.3. save with the Licensor prior written consent, permit the Licensed Computer on which the Software is loaded to be moved from its Licensed Site, whether temporarily for maintenance or repair purposes or permanently, unless the Software has first been deleted from the Licensed Computer;
 - 5.4.4. translate, adapt, vary or modify the Software and/or Documentation or merge all or part of the Software and/or Documentation into any other computer software or documentation or create derivative works based upon all or part of the Software and/or Documentation;
 - 5.4.5. modify or remove any copyright notices or copies of this Agreement on the Software and/or Documentation or any copy thereof made pursuant to clause 2.1.4;
 - 5.4.6. use any backup or archival copy of the Software for any purpose other than to replace the original licensed copy in the event that the original licensed copy is destroyed or becomes defective;
 - 5.4.7. rent out, lend, lease, sub-licence or in any way transfer the Software and/or Documentation to any Third Party;
 - 5.4.8. assign, transfer or purport to assign or transfer any of its rights and/or obligations under this Agreement;
 - 5.4.9. disassemble, decompile, reverse engineer, or in any manner decode the Software for any reason. The Licensor shall provide the Licensee, on payment of a reasonable fee, with such information as may be necessary to achieve interoperability of the Software with independently created computer programs (within the meaning of the EC Directive on the legal protection of computer programs and relevant implementing laws);
 - 5.4.10. use or permit the Software and/or Documentation to be used other than for the purposes of aerodynamic/hydrodynamic design and development;
 - 5.4.11. save with the Licensor prior written consent, use or permit any design created pursuant to clause 5.4.10 to be used other than for the Licensee own research purposes or in the manufacture of items by the Licensee (whether for sales or internal use);
 - 5.4.12. save with the Licensor prior written consent, use the Software and/or Documentation to provide design services or designs for Third Parties, assist Third Parties to create designs or permit Third Parties to use the Software for design or in any other way;
 - 5.4.13. save with the Licensor prior written consent, demonstrate or in any other way disclose the Software and/or Documentation to any Third Party. This restriction is without prejudice to the generality of the confidentiality restrictions in clause 6.

6. Confidentiality

- 6.1. The Licensee shall not (without the Licensor prior written consent) disclose any information contained in the Software and/or Documentation to any Third Party, save, insofar as is necessary for the performance of this Agreement, to its officers and employees who are bound by confidentiality provisions no less strict than those contained in this clause 6.
- 6.2. The Licensee shall, and shall procure that its officers and employees shall, keep all information contained in the Software and/or Documentation strictly confidential and shall not use such information for any purpose other than its use of the Software and/or Documentation in accordance with the provisions of this Agreement.
- 6.3. The obligations set out in clauses 6.1 and 6.2 shall continue for five years after termination of the License Term, but shall not apply to any information that, through no fault of the Licensee, is or becomes: (a) described in an issued or published U.S. or non-U.S. patent; (b) described in a printed publication distributed to more than 100 persons; (c) developed independently by or on behalf of the Licensee without reference to the Software or Documentation (the Licensee shall bear the burden of proving independent development with documentary evidence); or (d) disclosed to the

Licensee by a third party not having an obligation of confidence (the Licensee shall bear the burden of proving such disclosure with documentary evidence).

7. Support Services

7.1. Support Services shall consist of Helpdesk Services and Upgrade Services. The Licensor and Distributor shall provide Support Services to the Licensee free of charge for the duration of the Licence Term of Lease Licence(s).

7.2. Support Services shall only be provided in respect of the latest upgrade to the Software provided pursuant to clause 10.1.

8. Maintenance Services

8.1. Maintenance Services shall consist of Helpdesk Services and Upgrade Services. The Licensor, or the Distributor, shall provide Maintenance Services to the Licensee free of charge for One Year from Start Date of Software Configuration as specified in the Software Licence Form and thereafter provision of Maintenance Services shall be subject to payment by the Licensee of the Maintenance Services fees. The Maintenance Services fees are payable annually in advance and the Licensor, or the Distributor, may increase the Maintenance Services Fees each year to reflect any increase in the UK Retail Prices Index.

8.2. If the Licensee ceases to receive Maintenance Services for any period, the Licensee cannot subsequently resume Maintenance Services without paying any fees applicable in respect of missed periods.

8.3. Maintenance Services shall only be provided in respect of the latest upgrade to the Software provided pursuant to clause 10.1.

9. Helpdesk Services

9.1. Helpdesk Services shall consist of free support in respect of the Software via the telephone, fax and email contacts listed on the cover sheet to this Agreement. Helpdesk Services shall be available during office hours in the Country of the Licensor or the Distributor.

9.2. The Helpdesk Services available shall be advice on the operation of the Software and a facility for registering Defects which the Licensor shall use its reasonable efforts to remedy.

9.3. A Defect in the Software shall be a failure of the Software to perform substantially in accordance with the Documentation.

9.4. Helpdesk Services shall not include the repair or remedy of any Defect to the extent that such Defect has been caused by any modification, variation or addition to the Software and/or Documentation not performed by the Licensor or by the incorrect use, abuse or corruption of the Software and/or Documentation or by the use of the Software with software, hardware, operating systems or equipment other than the Supported Platform. The Licensor may charge for the time spent investigating and/or remedying any Defect attributable to such causes at the Licensor then current standard consultancy rates.

10. Upgrade Service

10.1. Upgrade service consists of the provision of such free upgrades to the Software and/or Documentation as are generally released to other Licensees of the same Software product.

10.2. Any upgrades provided to the Licensee, including associated media and related documentation, shall come within the definitions of Software and/or Documentation for the purposes of this Agreement.

11. Warranties

11.1. The Licensor hereby warrants to the Licensee that the Support Services, Maintenance Services and Helpdesk Services provided under this Agreement shall be provided by qualified personnel and performed in a workmanlike and competent manner in accordance with the professional standards in the software industry.

11.2. Disclaimer Of All Other Warranties And Representations:

The express warranties and express representations set forth in this agreement are in lieu of, and the Licensor disclaims, any and all other warranties, conditions, or representations (express or implied, oral or written), with respect to the software or any part thereof, including any and all implied warranties or conditions of title, non-infringement, merchantability, or fitness or suitability for any purpose (whether or not the Licensor knows, has reason to know, has been advised, or is otherwise in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, or by course of dealing. In addition, the Licensor expressly disclaim any warranty or representation to any person other than the Licensee with respect to the software or any part thereof.

12. Liability

12.1. Exclusion Of Incidental And Consequential Damages

the Licensor will not be liable to the Licensee (nor to any person claiming rights derived from its rights) for incidental, consequential, special, punitive, or exemplary damages of any kind -- including lost profits, loss of business, loss or corruption of data, loss of contracts, loss of income, loss of cover or other economic damage, and further including injury to property -- as a result of breach of any warranty or other term of this Agreement, regardless of whether the Licensor was advised, had other reason to know, or in fact knew of the possibility thereof.

12.2. The Software and/or Documentation is intended to assist with the aerodynamic and/or hydrodynamic design of Turbomachines and is not a substitute for independent engineering judgement and testing by the Licensee of the reliability, structural integrity and/or accuracy of any design produced using the Software. Due to the large variety of the Software's potential applications, the Software has not been tested in all situations under which it may be used. Accordingly the Licensee shall be solely responsible for ensuring the structural integrity, safety, accuracy and performance of items or processes designed or otherwise created wholly or partly through use of the Software and the Licensor accepts no liability in respect of these matters. The Licensee shall be responsible for the adequacy of its independent procedures for testing items or processes designed with the assistance of the Software. Any advice or training given pursuant to this Agreement shall be advice on the operation of the Software only and shall in no circumstances be or be deemed to be advice on design.

12.3. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, in no event shall the Licensor aggregate liability to the Licensee (including liability to any person or persons whose claim or claims are based on or derived from a right or rights claimed by the Licensee), with respect to any and all claims at any and all times arising from or related to the subject matter of this agreement, in contract, tort, or otherwise, exceed the amount of the license and training and service fees actually paid by the Licensee to the Licensor.

12.4. Nothing in this Agreement shall exclude or limit the Licensor's liability for death and/or personal injury resulting from its negligence.

- 12.5. The Licensor and the Licensee acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between the Licensor and the Licensee of all risks (both known and unknown) associated with the transactions associated with this Agreement. The warranty disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- 13. Indemnity**
- 13.1. The Licensee shall fully indemnify the Licensor and hold the Licensor harmless against any and all costs, losses and expenses (including without limitation reasonable attorneys' and expert fees and costs) incurred directly or indirectly by the Licensor, resulting from Third Party claims or otherwise, in connection with:
- 13.1.1. the use or misuse of the Software and/or Documentation;
 - 13.1.2. the use of items and processes designed or otherwise created wholly or partly through use of the Software and/or Documentation; and
 - 13.1.3. any act or omission by the Licensee relating to Software and/or Documentation.
- 14. Intellectual Property Rights Indemnity**
- 14.1. The Licensor shall indemnify the Licensee against all damages, costs and expenses arising from any claim against the Licensee by any Third Party that the Software and/or Documentation infringes the intellectual property rights of such Third Party provided that:
- 14.1.1. the Licensee immediately notifies the Licensor upon learning of any alleged infringement claim being asserted against the Licensee;
 - 14.1.2. the Licensee makes no admissions without the Licensor's consent;
 - 14.1.3. the Licensee allows the Licensor, at Licensor's request and expense, full control of any negotiations, litigation or the defence or settlement of any claim and gives the Licensor such assistance as the Licensor may reasonably require in this respect.
- 14.2. The indemnity at clause 14.1 shall not apply if the alleged infringement arises out of:
- 14.2.1. specifications or any other data inputted by the Licensee into the Software;
 - 14.2.2. a design created by the Licensee using the Software; or
 - 14.2.3. the use of the Software in combination with other software or equipment not supplied by the Licensor or from any breach by the Licensee of this Agreement.
- 14.3. The Licensor may fully satisfy the indemnity at clause 14.1 by, at the Licensor's option and expense:
- 14.3.1. modifying or replacing the Software;
 - 14.3.2. procuring the right for the Licensee's continued use of the Software;
 - 14.3.3. refunding the price paid by the Licensee for the licence of the Software.
- 15. Termination**
- 15.1. The Licensor may terminate this Agreement forthwith by giving the Licensee immediate notice of termination if the Licensee breaches any of the provisions of this Agreement.
- 15.2. This Agreement shall terminate forthwith if the purchase price of the Software licence is refunded to the Licensee pursuant to clauses 14.3.3.
- 15.3. Termination of this Agreement shall be without prejudice to any right of action or remedy accruing either to the Licensee or to the Licensor prior to the date of termination of this Agreement.
- 15.4. Upon termination of this Agreement, howsoever caused:
- 15.4.1. the Licensee shall have no further rights or licences in respect of the Software and/or Documentation;
 - 15.4.2. the Licensee shall forthwith (1) deliver up to the Licensor representative all copies of the Software and/or Documentation contained on or consisting of CD-Roms, transferable disks, tapes, printed matter or other media in its possession, custody and/or control and (2) arrange for the deletion of the Software and/or Documentation from the Licensed Computer and any other computers in its possession or control and (3) confirm in writing signed by a director or other senior officer of its organisation, that (1) and (2) have been done; and
 - 15.4.3. the provisions of clauses 1, 5.4, 6, 11, 14, 15.3, 15.4, 16 and 18 shall survive any termination of this Agreement.
- 16. Authority and Other General Warranties.**
- Each party (the "Warranting Party") warrants to the other that: (a) the Warranting Party, if a corporation, partnership, limited partnership, or other non-natural person, is duly organised and subsisting under the laws of the jurisdiction of its incorporation or existence; (b) the Warranting Party has full power and authority to enter into this Agreement; (c) the execution and/or performance of this Agreement does not and will not violate or interfere with any other agreement of the Warranting Party, which violation or interference would have a material adverse effect on the Warranting Party; (d) the Warranting Party will not enter into any agreement the execution and/or performance of which would violate or interfere with this Agreement and have a material adverse effect on the other party; and (e) the person(s) executing this Agreement on behalf of the Warranting Party has actual authority to bind the Warranting Party to this Agreement. The representations and warranties made in this paragraph shall survive the execution of this Agreement and the termination of the License.
- 17. Independent Parties.**
- The parties are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship.
- 18. Miscellaneous**
- 18.1. The Licensor shall have no liability for any failure or delay in performance of its obligations under this Agreement which is caused by circumstances beyond our reasonable control.
- 18.2. If any provision of this Agreement is found by a Court or other competent authority to be invalid and/or unenforceable, such provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect.

- 18.3. Each party acknowledges that any violation by that party of its covenants in this Agreement relating to intellectual property rights obligations in Section 5 or the Confidentiality obligations set forth in Section 6 would result in damage to the other party that is largely intangible but nonetheless real, and that is incapable of complete remedy by an award of damages. Accordingly, any such violation shall give the other party the right to a court-ordered injunction or other appropriate order to specifically enforce those covenants. The party against whom any such injunction is entered agrees to pay to the other party any reasonable expenses, including but not limited to attorney fees, incurred in obtaining such specific enforcement (in addition to any other relief to which the other party may be entitled).
- 18.4. Failure or delay by either the Licensee or the Licensor to exercise any right or remedy under this Agreement, shall not be deemed to be a waiver of that right or remedy or prevent either the Licensee or the Licensor from exercising that or any other right or remedy on that occasion or any other occasion.
- 18.5. This Agreement constitutes the entire agreement and understanding between the Licensee and the Licensor relating to the subject matter of this Agreement and supersedes all prior oral or written agreements, understandings or arrangements between the Licensee and the Licensor relating to the subject matter. No prior or contemporaneous representations, inducements, promises or agreements, oral or otherwise, between the parties with reference thereto will be of any force or effect.
- 18.6. This Agreement may not be modified, amended or supplemented except in writing in the English language signed by the duly authorised representatives of both the Licensee and the Licensor.
- 18.7. Any notice or other communication given under this Agreement shall be in writing in the English language and shall be sent by pre-paid first class mail or (where confirmed by prepaid first class mail posted on the date of transmission) by fax or email to the addresses and numbers set out on the cover page of this Agreement or to such other addresses or fax numbers as may from time to time be notified by either the Licensee or the Licensor in writing to each other.
- 18.8. Any notice given or other communication so sent by pre-paid first class mail shall be deemed to have been given on the 3rd business day from and including the date of posting. Any notice or other communication so sent by fax or email shall be deemed to have been given on the next business day following the day of transmission.
- 18.9. If the Licensee's postal address for the purposes of notices or communications under this Agreement is outside the United Kingdom references to pre-paid first class mail shall be to pre-paid airmail and any notice given or other communication so sent by pre-paid airmail shall be deemed to have been given on the 10th business day from and including the date of posting.
- 18.10. The Licensor shall have the right to refer to the Licensee as a licensee and/or user of the Software in our advertising, marketing and other promotional materials and activities.
- 18.11. This Agreement shall be governed by English law and both the Licensor and the Licensee shall accept the non-exclusive jurisdiction of the English Courts.
- 18.12. Each Party has had the opportunity to be represented by counsel of its choice in negotiating this Agreement. This Agreement shall therefore be deemed to have been negotiated and prepared at the joint request, direction, and construction of the parties, at arm's length, with the advice and participation of counsel, and will be interpreted in accordance with its terms without favour to any party.