

SCHEDULE 1 - GENERAL TERMS AND CONDITIONS FOR LICENSING OF SOFTWARE

1 INTRODUCTION

- 1.1 This schedule 1 is part of the Agreement between Licensee and DHI and sets out the general terms and conditions for DHI's provision of services to Licensee.
- 1.2 The Agreement is a licence agreement and not an agreement for sale. The Agreement gives Licensee certain limited rights to use parts of the proprietary MIKE Powered by DHI software in object code form (hereinafter referred to as 'Software'), hard-copy and/or digital documentation and hardware authorisation device (*dongle*). All rights not specifically granted in the Agreement are reserved by DHI and no license is granted by implication.

2 GRANT OF LICENCE AND IP

- 2.1 Licensee's license type is set out in section 2 of the main body of the Agreement. The following terms apply to the different license types:

Perpetual licences

All perpetual licences are issued as a floating type, allowing users to access the purchased licences from a license server (Network delivery with dongle), or via the internet (see Internet delivery). A floating type license can be configured as a "localhost", where the license/dongle are associated with one machine only.

Professional

Professional products or modules utilising single computer parallelisation techniques are delivered with a 16-core licence (full utilisation of the parallelisation options requires a 64 bit platform). For each seat of the product or module purchased, it is possible to submit four (4) simultaneous simulations (engines only), except for FEFLOW.

Essential

Essential products or modules utilising single computer parallelisation techniques are delivered with an 8-core licence. For each seat of the product or module purchased, it is possible to submit four (4) simultaneous simulation (engines only), except for FEFLOW. Some products and modules are not available for sale on an Essential license.

University

University licences are strictly limited to educational and research purposes only.

Subscription licences:

Subscription licences are only delivered via Internet delivery. Concurrent use of Subscription and Perpetual licenses (if also present on the Internet license server) is not permitted.

Seat management

Concurrent users are controlled by the standard editor associated with each product.

Educational licences

DHI supports teaching use of MIKE Powered by DHI software, through provision of different Labkits:

- Classroom Labkit (25 seat floating type)
- Teacher's Labkit (1 seat local type)
- Student Labkit (1 seat local type)

No support is provided by DHI to users of Educational licenses.

Evaluation licences

Evaluation licences (time limited to 1 month) are available free of charge for all MIKE Powered by DHI products, for the purposes of evaluation only (commercial use is not permitted). No support is provided by DHI to users of an Evaluation license.

Training licences

Training licences (time limited to a maximum of 14 days) are available free of charge for training purposes.

Dongle delivery

Perpetual licenses utilising Network delivery are sold with a USB hardware lock (dongle). Fees apply for supply of the dongle, replacement of lost or damaged dongles (with or without SMA), and additional shipping and handling (courier) fees if applicable.

A Statutory Declaration is required to support the transfer of any perpetual license from a lost or damaged dongle onto a new dongle.

Internet delivery

All time-limited licenses (including Subscription packages) are only delivered via DHI's Internet license server, which provides the opportunity to access licensed products directly from DHI via the Internet. Under special circumstances, DHI can deliver time-limited licenses on a dongle, with corresponding dongle fee.

Internet delivery is also offered as an option for perpetual licenses (Professional, University and Labkit type only) at time of sale, and for existing licenses of these type where the dongle is surrendered to DHI or the lost dongle fee is paid to DHI. Internet delivery is offered for eligible licenses (including Corporate), where SMA is no longer valid.

DHI also reserves the right to return the perpetual licenses to the registered owner in the event that the Internet delivery option is discontinued for any reason.

- 2.2 Licensee must ensure and is responsible that any end users that (i) uses the Software on behalf of Licensee or (ii) for whom Licensee enables the use of the Software
- a. uses the Software in accordance with the terms of the Agreement, and

- b. reads and accepts the end user notice license set out in schedule 3 (End User License Notice) before using the Software.
- 2.3 Licensee may not by-pass the licence control system or take any other action which might enable Licensee to use more copies of the Software simultaneously, than Licensee has acquired a license for. In case of such breach, DHI is entitled to claim a contractual penalty/agreed penalty from the Licensee in the amount of € 100,000 per breach incident regardless if DHI is able to demonstrate any loss, and an additional € 100,000 for each 2 weeks the breach continues regardless if DHI is able to demonstrate any loss. Payment of such contractual penalty/agreed penalty does not limit DHI's right to seek injunctive relief or claim damages. Payment of the contractual penalty/agreed penalty will not release the Licensee from its obligations and consequently the payment of such penalty will not entitle the Licensee to act in breach of this section.
- 2.4 Licensee agrees to create, retain, and provide to DHI and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Licensee's use of all Software is in compliance with the Agreement and all of DHI's applicable licensing and pricing qualification terms. Licensee is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with the Agreement.
- 2.5 Upon reasonable notice, DHI may verify Licensee's compliance with the Agreement at all sites and for all environments in which Licensee uses (for any purpose) Software subject to the Agreement. Such verification will be conducted in a manner that minimizes disruption to Licensee's business and may be conducted on Licensee's premises, during normal business hours. DHI may use an independent auditor to assist with such verification, provided DHI has a written confidentiality agreement in place with such auditor.
- 2.6 Licensee agrees to promptly pay directly to DHI the charges that DHI specifies in an invoice for 1) any such excess use, 2) support for/related to such excess and 3) any additional charges and other liabilities or claims determined as a result of such verification, including but not limited to the above mentioned contractual penalty/agreed penalty and the costs related to the audit if a breach of the Agreement is discovered.
- 2.7 If the duration of the excess use cannot be clearly determined by DHI, the parties agree that the duration - for the purpose of calculating the fee owed to DHI for such excess use and support - will be fixed at 2 years.
- 2.8 All rights, title and interest, including without limitation all patent rights, proprietary rights, trade secrets, trademarks, copyrights (whether national and international) in and to the Software and the related documentation, are owned by DHI and/or its licensors, and, as applicable, their structure, organisation and code are the valuable trade secrets of DHI and/or its licensors.
- 2.9 No title to the intellectual property in the Software is transferred to Licensee. Title and full ownership rights to the Software and related documentation will remain the exclusive property of DHI or its licensors, and Licensee will not acquire any rights to the Software or the documentation except as expressly set out in the Agreement.
- 2.10 Licensee will not dispute or contest, directly or indirectly, DHI's right, title and interest in and to the Software and related documentation. Licensee will ensure that any permitted backup copies of the Software and/or related documentation include all confidential, proprietary, patent, copyright and/or trademark notices contained on the original.
- 2.11 Except as expressly permitted by mandatory applicable law, and in such case only after providing written notice to DHI, as expressly authorised by the Agreement or by DHI in writing, Licensee may not in any form or by any means (i) copy, make error corrections to, or otherwise modify, decompile, decrypt, reverse engineer, disassemble, adapt or otherwise reduce all or any portion of the Software to human-readable form; (ii) transfer, assign, store, reproduce, sublicense, publish, rent, lease, lend, time-share, distribute, sell, print, display, perform, or create derivative works from any part of the Software or documentation; or (iii) commercialise any software, information or products obtained from any part of the Software or documentation. For the avoidance of doubt, and subject to the rest of this section 2.11, Licensee is entitled to use the Software to process and make calculations on data provided by Licensee itself and to commercialize output based solely on processing of and calculations on such data.
- 2.12 Licensee may not in any way without the explicit written authorization from DHI act as a service bureau or commercial application service provider (ASP) that allows third-parties access to the Software, any services based on the Software or the documentation. Licensee will not use the Software, other services provided by DHI, or documentation for a site or service allowing access for anyone other than the Licensee and/or its end users for which a valid license has been obtained.

3 REQUIREMENTS TO LICENSEE'S IT ENVIRONMENT

- 3.1 Licensee must ensure that Licensee's IT environment complies with the specifications set out in the documentation provided by DHI.

4 CHANGES TO THE GENERAL TERMS AND CONDITIONS

- 4.1 DHI may upon 1 month's written notice make changes to the general terms and conditions set out in this schedule 1, the Service and Maintenance Agreement set out in schedule 2 and/or the End User Notice set out in schedule 3.
- 4.2 The notice required under section 4.1 may be given by DHI by DHI posting a revised version of the changed document on DHI's website.

5 PRICE CHANGES

- 5.1 DHI may increase any fee under the Agreement upon 3 months' written notice.
- 5.1.1 If DHI provides notice of an increase of fees under the Agreement which will result in a cumulative increase of all fees under the Agreement exceeding 10% during a 12 months' period, Licensee may reject such increase by terminating the Agreement upon 3 months' written notice.

6 SUB-SUPPLIERS AND THIRD-PARTY LICENCE CONDITIONS

- 6.1 DHI may from time to time make use of such sub-suppliers which DHI deems adequate for providing DHI's services. Use of such sub-suppliers is reflected in Annex A as changed from time to time which constitutes an integral part of the Agreement.
- 6.2 The Software may include components developed by a third party or by third parties and included in the Software in accordance with a special agreement between DHI and the relevant third party or third parties.
- 6.2.1 Specific conditions apply for each third-party component. These conditions are provided in Annex A.

7 LIMITED WARRANTY

- 7.1 Solely to the extent that Licensee has ordered and only for as long as Licensee has an active (i.e. non-terminated and non-suspended) subscription to a Service and Maintenance Agreement for the Software (as indicated in section 1 of the main body of the Agreement), and only to the extent the Software is properly used in the operating environment specified in the accompanying documentation, DHI warrants that the Software will perform substantially in accordance with the accompanying written documentation and that DHI is the owner of the Software or has the right to licence the Software in accordance with the Agreement.
- 7.2 Except as expressly stated herein, DHI makes no warranty of any kind, express or implied, including without limitation any representation or warranty as to the Software, the documentation or any other services provided by DHI (including any support or consultancy services) in relation to merchantability, fitness for any intended use or particular purpose. For the avoidance of doubt, DHI does not represent, even if Licensee has an active subscription to a Service and Maintenance Agreement for the Software, that (a) operation of the Software shall be uninterrupted or error free, (b) that the functionalities of the Software shall operate in specific combinations or meet Licensee's requirements. DHI does not warrant the accuracy, adequacy, or completeness of any information provided by DHI. Accordingly, DHI does not accept responsibility or liability for any loss suffered as a result of Licensee's use of or reliance on the information provided by DHI, whether provided by, contained in, or accessed through the Software, as it remains Licensee's responsibility to evaluate the accuracy, completeness, and usefulness of any such information.
- 7.3 No person, dealer, or company may expand or alter this warranty.
- 7.4 Some jurisdictions do not allow the exclusion of implied warranties or limitations on how long an implied warranty may last, so the above limitations may not apply to Licensee. In such case to the extent permissible, any implied warranties are limited to ninety (90) days.
- 7.5 The Software shall to the best of DHI's knowledge not contain any codes, commands or instructions, including viruses, time bombs, worms, and Trojan horses, that may damage the Software, other installed software products, Licensee's personal information, data or other property.
- 7.6 In the event of a breach of the above limited warranty set out in section 7.1 (the "Limited Warranty") by DHI, the entire liability of DHI and Licensee's sole and exclusive remedy shall be, at DHI's discretion, either (a) repair in accordance with the terms of schedule 2 (Service and Maintenance Agreement) or replacement of the Software that does not meet the Limited Warranty of DHI or (b) termination of the Agreement and the licence in which case Licensee shall be entitled to a return of any fees paid by the Licensee for the Software that does not meet the Limited Warranty of DHI during the preceding 12 months' period, provided Licensee has returned the Software to DHI with a copy of Licensee's receipt. This Limited Warranty is void if failure of the Software has resulted from abuse, misuse or misapplication of the Software or from an accident that is beyond the control of DHI, as DHI may determine in its sole discretion.

8 LIMITATION ON LIABILITY

- 8.1 In no event shall DHI or its representatives (agents and suppliers) be liable for any damages whatsoever including, without limitation, special, indirect, incidental or consequential damages or damages for loss of business profits or savings, business interruption, loss of business information or other pecuniary loss arising in connection with the Agreement, e.g. out of Licensee's use of or the inability to use the Software, even if DHI has been advised of the possibility of such damages.
- 8.2 This limitation shall apply to claims of personal injury to the extent permitted by law. Some jurisdictions do not allow the exclusion or limitation of liability for consequential, special, indirect, incidental damages and, accordingly, some portions of these limitations may not apply.
- 8.3 Notwithstanding the above, DHI's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with the Agreement shall in aggregate during the term not exceed the lesser of EUR 10.000 or the fees paid by Licensee under the Agreement during the 12 months' period previous to the event giving rise to a claim.
- 8.4 Licensee acknowledge that the liability limitations and exclusions set out in the Agreement reflect the allocation of risk negotiated and agreed by the parties and that DHI would not enter into the Agreement without these limitations and exclusions on its liability. These limitations and exclusions will apply notwithstanding any failure of essential purpose of any limited remedy.

9 INDEMNITY

- 9.1 Licensee will indemnify, defend and hold harmless DHI and its licensors against any loss, including without limitation payment of any fees for use outside the scope or term of the license granted hereunder, as well as any claims, damages, obligations, liabilities, expenses and costs (including attorneys' fees and costs) arising out of or related to Licensee's use (including use of the output of the use) of the Software and related documentation in violation of the license granted and the terms set out in the Agreement.

10 CONFIDENTIALITY

- 10.1 Subject only to the exceptions in this section 10, confidential information includes the terms of the Agreement, all information relating to mediation, arbitration or court proceedings between the parties related to the Agreement, all information disclosed by DHI and/or its representatives to Licensee and/or its representatives, including economic, technical, scientific, operational, administrative, financial and commercial information as well as any other information, data related to DHI and/or its affiliates and its and their activities and data which Licensee knows or ought to know is confidential irrespective of whether such information is disclosed orally, visually, in writing or by electronic transfer, and irrespective of the media used.
- 10.2 Licensee will use confidential information only to the extent required to accomplish its obligations under the Agreement or as otherwise contemplated herein. Licensee will treat and store confidential information with the utmost care. Confidential information must not be disclosed or made available to any third party, except to the representatives of Licensee who, in each individual case need knowledge of the confidential information to accomplish Licensee's obligations under the Agreement, or as otherwise contemplated herein.
- 10.3 If the disclosure of Confidential Information is required (i) by a competent court or public authority; or (ii) under mandatory statutory provisions applicable to Licensee, this section 10 will not apply to such disclosure. Licensee must give notice to the Licensor before such disclosure to the extent that such notice is lawful and possible. The parties must agree on the date of disclosure and the extent of the confidential information to be disclosed to the extent that such agreement is lawful and possible.

11 TERM OF AGREEMENT AND TERMINATION

- 11.1 The term of any licence granted shall be in accordance with the term set out in the main body of the Agreement unless terminated earlier by either party.
- 11.2 In the event of Licensee's material breach of the Agreement, DHI shall be entitled to immediately terminate the Agreement. For the avoidance of doubt, Licensee's failure to pay any due sum within fourteen (14) days after written notice being given by DHI to the Licensee to the effect that such payment has not been received by DHI, and/or Licensee's breach of section 2 Grant of License and IP) and/or section 10 (Confidentiality) shall constitute a material breach of the Agreement by Licensee.
- 11.3 In the event of DHI's material breach of the Agreement, Licensee shall be entitled to give notice of termination to DHI. If DHI has not cured such breach within thirty (30) days following such notice, Licensee shall be entitled to immediately terminate the Agreement by written notice to DHI.
- 11.4 Upon termination for any reason, Licensee shall cease using and delete all copies of the Software and return immediately to DHI, at Licensee's sole expense, all Software including documentation and any copies thereof. In the event that this Agreement expires or is terminated, no portion of any payments of any kind whatsoever previously paid to DHI hereunder shall be owed or be repayable or refunded to the Licensee save to the extent for cases of wilful misconduct or gross negligent acts or omissions by DHI.
- 11.5 If DHI chooses to discontinue the offering of any Software, DHI may partially terminate the Agreement in regards to any license, service and maintenance agreement or other agreement related to such Software upon 12 months' written notice.
- 11.6 Provisions in the Agreement relating to obligations which have accrued or explicitly or by implication have application beyond the term of the Agreement, including but not limited to section 2 Grant of License and IP) and section 10 (Confidentiality) and any provision required to interpret and enforce the Parties' rights and obligations under the Agreement to the extent required for the full observation and performance of the Agreement shall survive any termination or expiration of the Agreement.

12 MISCELLANEOUS

12.1 Data processing

- 12.1.1 DHI may for optimization purposes and subject to applicable law collect and use data related to Licensee's use of the Software.
- 12.1.2 DHI may as part of providing any services under the Agreement process personal data regarding the end users as a data controller which is necessary to provide the services, e.g. login and/or contact information. Licensee will (a) collect required consents from end users if necessary for such processing, and (b) inform its end users of such processing on behalf of DHI if and as required by law.
- 12.1.3 DHI may at DHI's sole discretion make information which may include personal data available to Licensee, e.g. information regarding end users' use of the Software. If Licensee accesses such information, Licensee warrants that i) Licensee has the right to receive such data from DHI, ii) DHI has the right to provide such data to Licensee, and iii) Licensee will process such information in accordance with applicable law.
- 12.1.4 Upon written request from DHI, Licensee must provide reasonable assistance to DHI relating to DHI's obligations under applicable law arising out of or relating to this section 12.1.
- 12.1.5 Licensee will indemnify DHI for any losses suffered by DHI due to Licensee's non-compliance with this section 12.1.
- 12.1.6 For the avoidance of doubt, Licensee is not entitled to any remuneration for fulfilling its obligations under this section 12.1.

12.2 Taxes

- 12.2.1 All sums payable under the Agreement are exclusive of VAT and any and all indirect or direct taxes and other duties, including but not limited to any relevant or required state or local sales taxes and any all withholding taxes on international purchases.

12.3 Complete agreement

- 12.3.1 The Agreement embraces the full and complete understanding of the parties as to the subject matter hereof and may not be altered or modified, except by written amendment which expressly refers to the Agreement and which is duly executed by both parties.

12.4 Whole or partial

- 12.4.1 If one or more of the provisions of the Agreement are finally adjudicated to be partially or entirely unenforceable by a court of competent jurisdiction, then the Agreement shall be construed as if such unlawful provision had not been contained herein, but the remainder of the Agreement shall remain in full force and effect. If one or more of the provisions of the Agreement are unenforceable there shall be added automatically as a part of the Agreement a provision as similar in terms as necessary to render such provision legal, valid and enforceable.

12.5 No Partnership

- 12.5.1 Nothing in the Agreement shall be deemed or construed to constitute or create a partnership, association, joint venture, employment relationship or agency between the Parties.

12.6 Waiver

- 12.6.1 A waiver of any breach or default under the Agreement shall not be a waiver of any other or subsequent breach or default. Failure or delay by any party to enforce compliance with any term or condition of the Agreement shall not constitute a waiver of such term or condition.

12.7 Force Majeure

- 12.7.1 Neither party will be responsible for any failure to comply with the terms of the Agreement or any loss or damage to the other where such failure, loss or damage is unforeseen and due to causes beyond its reasonable control. These causes include but are not limited to defects or breakdowns of telecommunications networks or lines, server or computer breakdowns (e.g. due to virus or hacker attacks), disruptions of electricity supply, public authority prohibition or enforcement notices, strikes and lockouts, industrial disputes, acts of

terrorism, wars, civil wars, riots, insurrections, natural disasters, nuclear accidents, epidemics, pandemic diseases, fires, floods, storms, sabotage, explosions, accidents, criminal damage, acts of God and similar events

12.8 Governing law and venue

- 12.8.1 The Agreement is governed by and will be interpreted in accordance with Danish law, excluding its conflicts of law rules.
- 12.8.2 Any dispute arising out of the Agreement, including any dispute concerning the existence or validity hereof, will be decided by mediation by the Danish Institute of Arbitration (Danish Arbitration) unless a party objects thereto. The Danish Institute of Arbitration will apply its own rules of procedure being in force when the application for mediation is submitted.
- 12.8.3 If a party objects to mediation, or if mediation does not result in a settlement, the dispute will be decided with final effect (i) by simplified arbitration by the Danish Institute of Arbitration (for claims of less than EUR 100,000) or (ii) by arbitration by the Danish Institute of Arbitration (for claims of EUR 100,000 or more). The Danish Institute of Arbitration will apply its own rules of procedure being in force when proceedings are commenced. The arbitration tribunal will sit in Copenhagen, and the language of proceedings will be English unless otherwise agreed between the parties.
- 12.8.4 The parties are not entitled to disclose confidential information relating to the mediation or the arbitration proceedings to any third party, including information on any decision or arbitration award, unless the other party has consented in writing to each individual disclosure. However, either party is entitled to disclose information relating to the mediation or the arbitration proceedings to a third party if such disclosure is made to protect its interests in relation to the other party or to comply with current legislation or public authority decisions, or if such disclosure is required under any listing agreements.
- 12.8.5 The arbitration clause above shall not restrict or prevent DHI from seeking any interlocutory remedies, including without limitation injunctive relief, available under the Danish Administration of Justice Act or similar remedies available under foreign legislation.

ANNEX A

Third party software licence conditions

DHI may change the content of this Annex A from time to time by providing an updated version on DHI's website.

Google Maps

The Software may make use of functionality provided by Google LLC in Google Maps (<https://www.google.com/maps/>). Use of parts of the Software incorporating functionality from Google Maps may be subject to terms of use for Google Maps.

Open Street Map

The Software may make use of functionality provided by OpenStreetMap (<https://www.openstreetmap.org/>). Use of parts of the Software incorporating functionality from OpenStreetMap may be subject to terms of use for OpenStreetMap. See also <https://www.openstreetmap.org/copyright>.

RUN-TIME SOFTWARE SUBLICENCE AGREEMENT

For ArcEditor® GIS – an ESRI product

Certain DHI Software products are licensed together with a Run-Time Sublicence for ArcGIS ArcEditor® amended to access a personal Geodatabase.

ArcGIS ArcEditor® is copyrighted by Environmental Systems Research Institute Inc. All Rights Reserved – except to the extent that they are specifically granted to the end-user through this Licence Agreement.

Run-time licence conditions

All restrictions and requirements described in the main MIKE Powered by DHI Software Licence Agreement also apply to this Run-Time Sublicence.

SPECIFICALLY, THE LIMITATIONS ON LIABILITY AND LIMITED WARRANTY CLAUSES (SECTIONS II AND III) ALSO APPLY FOR THE SOFTWARE LICENSED UNDER THIS RUN-TIME SUBLICENCE.

In addition, the following restrictions and requirements apply to the use of ArcGIS:

- A. The use of ArcGIS shall be limited to use of the executable code.
- B. The ArcGIS software shall not be subject to time-sharing, loan, lease, rental, use for commercial network services or interactive cable or remote processing services.
- C. The ArcGIS software shall not be used in an Internet or Intranet environment, except with the express written permission of ESRI and the payment to ESRI of the appropriate fees.
- D. The ArcGIS software shall not be duplicated except for a single archival copy (reasonable sublicensee back-up copies are permitted).
- E. Upon termination of the sublicense, sublicensee shall submit in writing to DHI that it has destroyed or will return to DHI all copies of the ArcGIS software in its possession or control.
- F. The ArcGIS software shall not be exported from the country of original installation.
- G. Sublicensee shall refrain from removing or obscuring any copyright, trademark notice or restrictive legend.
- H. The use of ArcGIS is restricted to editing the Geodatabase generated by the DHI product to which it is licensed.
- I. The ArcGIS cannot be used to access an SDE database unless specifically licensed to do so (multiuser option).

CONDITIONS FOR USE OF GLOBAL CHART DATABASE

C-MAP CM-93/3 Professional - a Jeppesen Marine product

The MIKE Powered by DHI product MIKE C-Map for easy generation of model bathymetries is approved by Jeppesen Norway to comply with their CM-93/3 digital chart technology.

The use of MIKE C-Map requires not only a MIKE Powered by DHI software licence, but also a licence to C-Map chart coverage. Part of this licence fee is used to pay royalties to hydrographic offices worldwide, which supply the source data used as the basis for the digital charts.

The digital charts are protected with a C-Map dongle and licence file. The information on water depths or land contours extracted using MIKE C-Map is encrypted and can only be viewed and further processed using the tools available in the MIKE preprocessing and post-processing tools for generating bathymetries. The MIKE C-Map and associated C-Map chart licence is used to generate bathymetries for use in DHI's MIKE models.

When reporting the project it may be relevant to include illustrations showing the selected C-Map area and the location of extracted information. This is not regarded as a violation of the MIKE Powered by DHI software and C-Map license agreements.

Any attempt to reproduce and further distribute original software and data is regarded as a violation of copyright.

Users of the licensed product MIKE C-Map (including C-Map chart data), who want to use the generated bathymetries in other numerical models than the MIKE models, are allowed to convert the processed gridded bathymetries (.dfs2 or .mesh files only) into the ASCII files for subsequent use as the basis in non-MIKE models.

To protect original manufacturers' products and copyrights, the use of such ASCII files requires that:

- 1) the numerical models be executed on the same PC or workstation, on which the bathymetries have been created, using MIKE C-Map and C-Map chart data.
- 2) bathymetries originating from the licensed products, MIKE C-Map and C-Map, may only be transferred to a third party provided that this third party obtains a licensed copy of both MIKE C-Map and the relevant C-Map chart data.

SCHEDULE 2 – SERVICE MAINTENANCE AGREEMENT

1 INTRODUCTION

1.1 This schedule forms part of the Agreement only if the Licensee has ordered a service and maintenance subscription as indicated in section 1 of the main body of the Agreement. This schedule sets out the terms and conditions for service and maintenance delivered by DHI to Licensee. For the avoidance of doubt, the general terms and conditions set out in schedule 1 of the Agreement also apply to the services described in this schedule 2.

2 RIGHT TO REMEDY OF ERRORS

2.1 If the Licensee has ordered a service and maintenance subscription as indicated in section 1 of the main body of the Agreement, Licensee has the right to report any defect in the Software to DHI and DHI will remedy such defects in accordance with the terms of this schedule 2.

3 INCIDENT REPORTING

3.1 Defects shall be reported to DHI's hotline support through one of the following channels:

Global email support: mike@dhigroup.com

Local hotline support: <https://www.mikepoweredbydhi.com/contact-us>

4 SERVICE DESCRIPTION

4.1 The services to be provided by DHI under this schedule 2 include:

- Receiving reports of defects through the DHI's hotline function detailed in section 2 above.
- Problem management by managing incidents in the software that through the incident handling become categorised as defects. The software covered are listed in section 2 of the main body of the Agreement.
- Release management by solving defects through hot fixes.
- Release of hot fixes which will either be made available for download or electronically send to Licensee as deemed necessary by DHI. DHI does not have access to implement hot fixes directly in Licensee's IT environment.
- Service is provided on the components as set out in the as-build documentation within the context of the solution. This implies that DHI will not provide service on the components that are used outside the context of the system provided by DHI e.g. provided 3rd party components used independently.

DHI may at its discretion offer to provide on-site support in addition to the above.

5 RESPONSE TIMES

5.1 Incidents will be responded to according to the following classification, and DHI will strive to meet the following response problem solving initiation times:

Incident type	Response time	Start of problem solving
Operational incidents ¹	8 hours within applicable service hours	Within 1 day within applicable service hours
Slight incidents ²	1 day within applicable service hours	Within 5 days within applicable service hours
Other types of queries	2 days within applicable service hours	N/A

¹ Incidents that after initial analysis can be categorised as inhibiting for the Licensee's use of material parts of the system and for which a work-around either a) does not exist or b) will cause major inconvenience.

² Incidents that after initial analysis can be worked around without major inconvenience or only hinder use of immaterial parts of the system.

After initial analysis the applicable classification will be agreed between DHI and Licensee.

6 INCIDENT HANDLING PROCESS

6.1 The incident handling process is as follows:

1. Licensee reports an incident via the contact information provided under section 2 above.
2. DHI's hotline service registers the incident, replies to the Licensee with an incident id and forwards the incident to an appropriate incident handler.
3. The incident handler analyses the incident, potentially verifies it and categorises it. This may lead to communication with the Licensee.
4. The incident handler initiates the problem solving. This may lead to communication with the Licensee.
5. Incident resolution is communicated to the Licensee through DHI's hotline service.
6. The hotline service closes the incident.

7 SERVICE HOURS

7.1 Services under this Schedule 2 are provided and take place during the following service hours excluding bank holidays in the local DHI office:

Days	Time
Monday to Friday	from 9:00 to 16:00

8 LICENSEE REQUIREMENTS

8.1 DHI may require the collaboration of and information from Licensee in order to solve any technical issues and errors in the Software. Licensee must provide such necessary collaboration and information as reasonably requested by DHI in order for DHI to be able to provide its services under this schedule 2.

9 VERSIONING AND LEGACY SUPPORT

9.1 DHI may in its discretion release updated version of the Software licensed by Licensee under the Agreement. Licensee's license to use the Software includes a right to use such updated versions subject to the terms of the Agreement.

9.2 DHI may in its discretion make its provision of services under this schedule 2 subject to Licensee using the current version of the Software to which the services relate or a version no older than decided by DHI, i.e. if Licensee does not use an updated version as required by DHI, DHI may suspend Licensee's subscription to this Service and Maintenance Agreement and DHI's provision of services hereunder.

SCHEDULE 3 – END USER LICENSE NOTICE

1 LEGAL NOTICE

- 1.1 You are about to install and/or use software developed by DHI A/S ("DHI") and its licensors (the "Software"). Please read this legal notice carefully as it includes important information about how you may and may not use the Software.
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