

## SIMBA Software End-User License Agreement

The enclosed software product, SIMBA software (the "Software") is owned by AESIM.Tech (the "Company"). Subject to the provisions contained herein, this Agreement hereby grants you (the "Licensee"), either an individual or an entity to whom the Company grants the license and who is responsible for complying with the contractual obligations of the License Agreement, a non-exclusive, limited, royalty-free, and non-transferable license to use the software.

The "Software" includes the executable computer programs, and any related printed, electronic, and online documentation and any other files that may accompany the product. It includes more particularly the SIMBA Solver, The Graphical User Interface for SIMBA Desktop, the Python Module and SIMBA Online.

You may use the Software solely for your personal or internal purposes, and for non-remunerated demonstrations (but not for sale or delivery) in connection with your personal or internal purposes.

### Rights

---

Title, copyright, ownership right, intellectual property rights and distribution rights of the Software remain exclusively with the company. Intellectual property rights include the look and feel of the Software. This Agreement constitutes a license for use only and is not in any way a transfer of ownership rights to the Software.

The Software is provided for your internal use under this license. This license does not include the right to sublicense and therefore may not be assigned or transferred without the prior written consent of the Company.

The rights and obligations of this Agreement are personal rights granted to the Licensee only. The Licensee may not transfer or assign any of the rights or obligations granted under this Agreement to any other person or legal entity. The Licensee may not make available the Software for use by one or more third parties.

### License

---

If you have acquired a single-user license, the Software may be used by only one (1) user at a time and on only one (1) computer at a time.

If you have purchased a multi-user license, the number of users accessing the Software at the same time should not exceed the number of licenses you have bought.

Depending on the license purchasing terms you may have access with your License to SIMBA Desktop, SIMBA Python Module or SIMBA Online.

### Single-User License

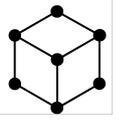
---

#### **For SIMBA Desktop & SIMBA Python Module:**

The Software may be loaded onto more than one computer but only the licensee is allowed to use the software. A SIMBA license is personal and cannot be shared by multiple users.

Single user license is locked to one computer at a time. The Licensee may change this computer once a time every 6 months.

The License shall be used in the country where the license has the contract is purchased. The use of the License is prohibited outside the licensed country unless the license has the contract to be used on more than one country, with the exception that license purchased in the United States of America or



---

## SIMBA Software End-User License Agreement

Canada can be either used in either country, and licenses purchases in any member countries of the European Union can be used in other member countries of the European Union.

### For SIMBA Online:

The Software may be used by using a web browser onto more than one computer but only the licensee is allowed to use the software. A SIMBA license is personal and cannot be shared by multiple users. The Licensee may not use simultaneously a bigger number of SIMBA online than the number of licenses purchased.

The License may be used in different countries but only by the same user. A user is not allowed to share his "user name" and "password" on his simba.io account with another user.

---

## Multi-User License

Multi-user licenses can be installed on multiple computers, allowing numerous users to connect to the license. However, the number of active users at any given time cannot exceed the number specified in the license.

Users can be designated as administrators of the multi-user license, granting them the ability to manage and determine the active status of other users. Only active users can use the Software.

Administrators also have the authority to appoint other users as fellow administrators. Regardless of their status all users must adhere to the single-user license rules previously mentioned.

---

## Multi-Cores and Parallel Calculation

With one license the licensee may have access to one SIMBA solver at a time. To speed up the calculation the licensee is able to run one (1) calculation by using one (1) SIMBA license on several cores but with a maximum of four (4) cores maximum per calculation. The license is not allowed to run one calculation on more than four cores at the same time. In case the licensee needs to run one (1) calculation on more than four (4) cores please contact Powersys and the SIMBA support team to activate the option to do that.

To run several calculation in parallel the licensee will need to have as many licenses as parallel calculations requested.

---

## License Duration

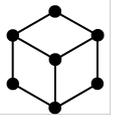
The following license durations are provided for the Software :

**Lease License** : for lease licenses, the Software will expire automatically after the corresponding period of the term licensed. You understand that the Software will stop working unless you renew the license.

During the lease period you may have access to the technical support and to some updates and upgrades for the Software (Maintenance Contract).

**Perpetual License** : For perpetual license, you shall have the right to use the Software indefinitely, subject to the termination provisions of the agreement.

During the first year of a perpetual license you may have access to the technical support and to some updates and upgrades for the Software. After this first year you will not continue to have access to the technical support and you will not receive anymore updates and upgrades for the Software unless you subscribe to a new maintenance contract for another year (or several years).



---

## SIMBA Software End-User License Agreement

For a perpetual license the license received for the Software will have an expiration date equal to the expiration date of your maintenance contract.

If you decide to renew your maintenance contract, we will send you a new license at the end of the last period with a new expiration date equal to the new expiration date of your maintenance contract.

If you decide to not renew your maintenance contract, we will send you a new license at the end of the last period with no expiration date and for the last eligible release of the software (including SIMBA desktop and SIMBA Python module, SIMBA Online will be deactivated).

---

### License restrictions

The licensee is subject to the restrictions set forth below. You shall not, and shall not permit any third party to :

Modify or create any derivatives of the Software.

Convert or adapt all or part of the Software to create software to perform the same or similar functions of the Software, or to replace any parts of the Software.

Decompile, reverse engineer, or disassemble the Software or otherwise attempt to gain access to its source code or method of operation.

Provide access to the Software, directly or indirectly, through a web or network application, except as explicitly permitted in writing by the Company.

---

### Academic license

Academic licenses are granted, to students and professors for teaching and academic activities only. Academic licenses cannot be used for postdoctoral research nor commercial purposes. In case of intentional false statement, the user shall be liable for the amount corresponding to 5 years of industrial license subscription.

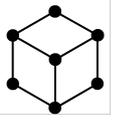
---

### Connectivity and Collected Data

The Software requires an Internet connection to servers controlled by the Company ("Company Servers") in order to activate the software on the licensee computer. Such a verification includes provision of a unique and anonymous machine identifier. Once the software is activated, the internet connection is no longer required.

The Licensee will need to connect to its simba.io account if needed to change the computer on which SIMBA is activated. In case the Licensee needs to change its computer without any internet connection he would have to contact our support team at : [simbasupport@powersys-solutions.com](mailto:simbasupport@powersys-solutions.com)

The Software may also use your Internet connection in order to report certain analytical information to the Company such as errors or unexpected events with respect to the Software. Such reporting will include information about the hardware and software configuration of your machine on which the Software experienced a problem. Such reporting will be used by the Company only in connection with developing and improving its products and services. Users paying a license fee have the possibility to disable such reporting.



---

## SIMBA Software End-User License Agreement

---

### Limited Warranty

---

The company warrants and represents that it is the copyright holder of the Software. The company warrants and represents that granting the license to use this Software is not in violation of any other agreement, copyright or applicable statute.

For a period of 30 days from the date of the receipt of the Software, The Company warrants that the Software, if operated as directed, will substantially achieve the functionality described in the documentation. The Company warrants and implies that the Software delivered hereunder is merchantable and fit for use for the particular purpose described in Government contracts. The Company also warrants that the media containing the Software is free from defects in materials and workmanship.

However, The Company does not warrant that your use of the Software will be uninterrupted or that the operation of the Software will be error-free. Provided that you return the item with a copy of your receipt within the 30-day period, The Company should, in its sole discretion, either (a) correct the non-conformance of the Software, or (b) replace the defected media and/or documentation, or (c) advise you how to substantially achieve the same functionality as described in the documentation through a procedure different from that set forth in the documentation, or (d) refund the license fee.

### Limitation of Liability

---

The Company makes no representation or warranty with respect to the adequacy or accuracy of this documentation or the Software which it describes. In no event will The Company or its direct or indirect suppliers be liable for any damages whatsoever including, but not limited to, direct, indirect, incidental, or consequential damages of any character including, without limitation, loss of business profits, business information, or any and all other commercial damages or losses, or for any damages in excess of the license fee paid by you for the Software and documentation.

The company makes no warranty expressed or implied regarding the fitness of the Software for a particular purpose or that the Software will be suitable or appropriate for the specific requirements of the Licensee.

The company does not warrant that use of the Software will be uninterrupted or error-free. The Licensee accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

Except as otherwise provided by an express warranty, The Company will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

Some states or jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations or exclusions may not apply to you.

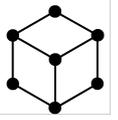
### Acceptance

---

All terms, conditions and obligations of this Agreement will be deemed to be accepted by the Licensee ("Acceptance") on registration of the Software with the company.

### Term

---



---

## SIMBA Software End-User License Agreement

The term of this Agreement will begin on Acceptance and will continue until the account simba.io of the licensee is deleted. At the end of the term of this Agreement the Licensee must destroy all copies of the Software in their possession.

This software product is protected by applicable International copyright laws and international treaty provisions.

Failure to comply with any of the terms under the Licence section will be considered a material breach of this Agreement.

---

### Termination

This Agreement and your license to use the Software will automatically terminate after fifteen (15) days of written notice if you fail to comply with any provision of this Agreement. Upon termination, you should within ten (10) days return to The Company all copies of the Software. You may also terminate this Agreement at any time by destroying all copies of the Software and documentations. All disclaimers of warranties and limitation of liability set forth in this Agreement shall survive any termination of this Agreement.

---

### Force Majeure

The company will be free of liability to the Licensee where the company is prevented from executing its obligations under this Agreement in whole or in part due to Force Majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the company has taken any and all appropriate action to mitigate such an event.

---

### Miscellaneous

The company reserves the right, at any time and from time to time, to modify this Agreement and to impose new or additional rules, policies, terms, or conditions on your use of the software. Such updates, revisions, supplements, modifications, and additional rules, policies, terms, and conditions will be effective immediately and incorporated into this Agreement. Your continued use of the software will be deemed to constitute your acceptance of any and all such Additional Terms.

This Agreement does not create or imply any relationship in agency or partnership between the company and the Licensee.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

SIMBA contains third party libraries, subject to the licenses available at <https://simba.io/doc/license/>.

---

### Notices

All notices to the company under this Agreement are to be provided by email at [contact@aesim.tech](mailto:contact@aesim.tech).