LICENSING TERMS COLDSTREAM PLATFORM

Company/organization explicitly declares that these Licensing Terms are entered into by its legal representative. User (employee of Company or in any other way linked to Company) explicitly represents and warrants that he/she has the full power, authority and legal right to execute and deliver this Agreement, grant the rights granted herein perform its obligations, and to enter into this Agreement.

These licensing terms are the legal terms that apply between Diabatix NV (“Diabatix”) and company/organization (“Company”) and/or users of the ColdStream Platform (“Users”). These terms form the integral agreement between Diabatix and the Users, together with the quote and privacy policy (“Agreement”). This Agreement shall supersede, without any exception, any and all User’s terms and conditions of purchase, including any oral or written communications that are not expressly incorporated herein, even if they stipulated the opposite.

Based upon the representation mentioned above, it is understood that the Company (through its authorized legal representative) is responsible and liable for all Users of the Diabatix ColdStream Platform (“ColdStream Platform”).

1. OBJECT

Diabatix ColdStream is an in-browser platform that enables users to apply generative design to thermal and flow problems. The platform offers users the possibility of uploading the initial geometry into ColdStream, define the boundary conditions, define the manufacturing method and set the design targets, and to download the resulting geometry. In addition to the design functionality, Diabatix ColdStream can also be used to simulate flow and thermal problems by relying on state-of-the-art simulation methods. Computational resources are allocated to every account expressed in an equivalent of credits. The total amount of credits allocated to the account depends on the subscription plan. Every generative design or simulation case requires a certain number of credits to execute the process. When a case is running, these credits will be “in use” meaning that they cannot be used to start other processes. Upon completion, the credits are available again allowing users to use them to start a new case. Multiple cases can be executed at the same time provided the available credits are sufficient.

2. PURPOSE

The permitted purpose (“Purpose”) of the ColdStream Platform is: Development or design of flow or thermal components through the application of generative thermal design and/or by means of simulations.

No other purposes are allowed.

3. USERS

In order to be able to use the ColdStream Platform, you need to register with our ColdStream Platform and Diabatix shall accept you registration under the conditions as defined in this Agreement and create a User account in the form as defined below.

<table>
<thead>
<tr>
<th>User type</th>
<th>Functionalities</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tester</td>
<td>This is a limited account for testing the ColdStream Platform only admitted to Users selected by Diabatix</td>
<td></td>
</tr>
<tr>
<td>Admin</td>
<td>Every Company has at least one admin. The admin has all possible privileges and can add users and change user roles within an Company.</td>
<td></td>
</tr>
<tr>
<td>User</td>
<td>A user can edit all cases of the</td>
<td></td>
</tr>
</tbody>
</table>
Company, download, upload files submit cases for execution. A user cannot change user roles.

Viewer

A viewer is only able to view all pages of the Company. A viewer cannot download or upload files, not can a viewer define, modify or run any cases.

Academic

This account is foreseen for academics and can allow for the use of specific research related functionalities.

Regardless of the user type, all users have access to all projects within their Company. In addition, users cannot be granted access to projects from other companies.

Diabatix as owner of the ColdStream Platform will have the following authorities within the ColdStream Platform

Platform manager

Diabatix is the administrator of the ColdStream Platform
- Super User
- Super Viewer

Administer all functionalities of the ColdStream Platform. This includes all help functionalities within the different accounts.

4. GRANT OF LICENSE

Under the conditions of this Agreement, Diabatix grants a non-exclusive and non-transferable license to use the ColdStream Platform for the permitted Purpose. The User agrees to use the ColdStream Platform for the permitted Purpose in accordance with the terms and conditions of this Agreement.

User shall not and shall not allow third parties to:
- sublicense, transfer, sell, assign, lease or make any other commercial use of its User account and/or of the ColdStream Platform or any part of the ColdStream Platform;
- reproduce, redistribute, arrange or make available to any third party any part of its User account and/or the ColdStream Platform or any part of the ColdStream Platform;
- decompile, reverse engineer, copy or disassemble the ColdStream Platform or any portion of the ColdStream Platform or attempt to discover any source code, object codes or other software codes;
- abuse or to permit to abuse any trade secrets, copyrights or trademarks or trade names from Diabatix, third party suppliers of Diabatix and/or the ColdStream Platform during the term of this Agreement or after expiration or termination of this Agreement;
- implement any data which are infringing any applicable laws or regulations;
- use the ColdStream Platform in violation of any applicable laws or regulation, including anti-bribery legislation;
- attempt to gain unauthorized access to the ColdStream Platform
- assure that the data uploaded in the ColdStream Platform is free from any viruses, worms, Trojan horses, malicious codes or any harmful or destructive content.

Diabatix is the owner of the intellectual property rights subsisting in or used in connection with the ColdStream Platform, including the manner in which it is presented or appears and all information relating thereto or has the necessary licenses in place with third party suppliers.

All know-how and technology with regards to the ColdStream Platform, whether coverable or covered by an intellectual property right or not, owned by Diabatix existing prior to the entry into force of this Agreement or resulting from activities which are independent from, even if concurrent with, this Agreement and existing throughout this Agreement and which can be defined as a set of libraries, executables and configuration files; including the generative design software (licensed and/or owned by Diabatix), all related object codes, source
codes and all other forms of software codes part of Diabatix’s generative design software, algorithms, calculation scripts, designs, analysis methods and the process of creating a technical drawing (including the process whereby AI and generative design make it possible for third party’s applications/tools to lead to the ultimate result namely a data set (e.g. CAD file) describing optimized generative thermal designs) are the sole and exclusive property of Diabatix.

All data and parameters implemented in the ColdStream Platform by the User are the sole and exclusive property of the User. The final result (“Result”) generated from the ColdStream Platform and which can be defined as a generative thermal design in the form of a data set (e.g. CAD file), which includes all information with regard to material, dimensions, tolerance and manufacturing method is the sole and exclusive property of the User.

Diabatix is provided a limited license to the data and Result of the User for the sole purpose of providing the service under this Agreement meaning operating and administering the ColdStream Platform. Diabatix will keep and maintain the data and Result in strict confidence, as defined below.

5. OPERATIONAL TERMS
When using the ColdStream platform, you will use reasonable efforts to follow the recommended practices specified at http://www.diabatix.com/documentation.

6. FEES AND PAYMENT TERMS
User shall pay to Diabatix a Fee for the use of the ColdStream Platform as defined in the Diabatix Quote (“Quote”). The Quote will be send to User, who needs to approve the Quote within thirty (30) calendar days after the date of the Quote by sending a purchase order. With reference to the representation above, the purchase order can only be delivered to Diabatix if and when approved by the authorized legal representative of the Company that enters into this Agreement. As of that moment the Quote is final and binding for the User and the access to the ColdStream platform will be approved by Diabatix, which will be considered as the order confirmation by Diabatix.

Any subscription for the ColdStream platform consists of at least one license to any of the main packages, supplemented with optional additional features:

<table>
<thead>
<tr>
<th></th>
<th>On-Demand package</th>
<th>Team package</th>
<th>Enterprise package</th>
</tr>
</thead>
<tbody>
<tr>
<td>Platform access</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Credit capacity</td>
<td>15</td>
<td>100</td>
<td>400</td>
</tr>
<tr>
<td>Data storage</td>
<td>50 Gb</td>
<td>1 Tb</td>
<td>2 Tb</td>
</tr>
<tr>
<td>Email support</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Life software support</td>
<td>Optional</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Engineer support</td>
<td>Optional</td>
<td>Optional</td>
<td>Optional</td>
</tr>
<tr>
<td>Military grade storage</td>
<td>Optional</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Additional credits</td>
<td>Optional</td>
<td>Optional</td>
<td>Optional</td>
</tr>
<tr>
<td>Additional storage</td>
<td>Optional</td>
<td>Optional</td>
<td>Optional</td>
</tr>
<tr>
<td>Additional support</td>
<td>Optional</td>
<td>Optional</td>
<td>Optional</td>
</tr>
</tbody>
</table>

The subscription fee (“Fee”) will remain fixed during the initial term of your subscription unless (i) you exceed any of the applicable limits, (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, or (iv) otherwise agreed to in your Quote.

Upon renewal, we may increase your Fees up to our then-current list price set out in our Product and Services Catalog. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the ‘Term and Termination’ section below.
You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term.

All fees are exclusive of VAT. All fees are payable within 30 days after the invoice date.

7. TERM AND TERMINATION

The term of this Agreement and therefore the subscription to the ColdStream platform shall be effective for a subscription term of 12 months starting from the subscription date in the ColdStream Platform, unless otherwise specified in the Quote. At the end of the first subscription term, the subscription will be automatically renewed for other periods of 12 months and this until terminated as defined below. (“Subscription Term”).

Unless otherwise specified in your Order, to prevent renewal of your subscription for another period of 12 months, you must give written notice of non-renewal by registered letter at the latest 60 days before the end of the then current Subscription Term.

Diabatix has the right to terminate this Agreement at any time by giving 30 days written notice, without paying any damages for termination.

Each party may terminate this Agreement, by registered letter, with immediate effect and without paying any damages for termination, if another party does not properly fulfil an obligation to be performed by that party under this Agreement, that party shall be given a reasonable cure period to rectify its breach, provided such breach is curable. If the breach is not cured within such reasonable time or the breach is not curable, the other parties have right to terminate the Agreement.

8. CONFIDENTIALITY

Diabatix and User undertake to treat the confidential information obtained under this Agreement in accordance with the principles set forth in this section. For the purpose of this Agreement: confidential information means information and data of whatever nature and in whatever form, including but not limited to all information, know how, technology, algorithms and/or formulas, analyses methods and/or processes, designs, sketches, photographs, plans, drawings, specifications, samples, intellectual property rights, trade secrets, know-how, prototypes, soft- and hardware, source codes, object codes, reports, price list, studies, results, user manuals, instructions, computer programming techniques and all record-bearing media containing or disclosing such information and in any way related to the use of the ColdStream Platform (“Information”).

The receiving party undertakes to use the Information exclusively under and for the permitted Purpose of this Agreement and not to disclose the Information to any third party. Disclosure to its staff members (“Personnel”) is only allowed in case Personnel is involved in the performance of this Agreement. Information may only be disclosed to the Personnel who have “a need to know” the Information for the performance of this Agreement, provided that the receiving party hereby warrants that such Personnel will fully and duly abide by the confidentiality obligations under this Agreement. The receiving party disclosing Information to its Personnel will remain responsible and liable in case of breach by the Personnel of the obligations under this Agreement.

The receiving party shall deliver (free of any condition, restriction, lien or other encumbrance) to the disclosing party, upon the latter’s request and in any event upon termination of this Agreement, all Information and all copies or other physical embodiments thereof (on whatever media and in whatever form) which shall be in its possession or control and/or in that of its Personnel, provided however that the receiving party shall be permitted to retain one (1) copy of such Information for the sole purpose of performing any continuing obligations under this Agreement or for archival purposes. Notwithstanding the foregoing, the receiving party shall be permitted to retain such additional copies of or any computer records or files containing such Information that have been created solely by the receiving party’s automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the receiving party’s standard archiving and back-up procedures, but not for any other use or purpose.
The confidentiality obligations shall not apply to any information, which the receiving Party can prove by proper evidence: (i) is or becomes part of the public domain, through no breach of this Agreement by receiving Party; (ii) was available to receiving party on a non-confidential basis prior to its disclosure by disclosing party; (iii) becomes available to receiving party on a non-confidential basis from a party other than disclosing party who is not otherwise bound by a confidentiality agreement with the disclosing party; (iv) is subsequently independently developed by receiving Party, without use of disclosing Party’s Confidential Information; (v) is approved for release by prior written authorization of the disclosing party; or (vi) is required to be disclosed by operation of law or by final court or administrative order provided that the receiving party furnishes prior notice of such requirement to the disclosing party and cooperates with the disclosing party in contesting disclosure or obtaining confidential treatment of such disclosure.

This Agreement does not transfer ownership of the Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contrary. The disclosing party will retain all right, title and interest in and to all Information.

9. DATA PROTECTION

Diabatix’ Privacy Policy is applicable to this Agreement and each User can access this Privacy Policy: http://www.diabatix.com/terms/privacy-policy.

10. LIABILITY

Diabatix and its third party suppliers shall not be liable for any loss of processing expenses, loss of production, loss of revenue, loss of reputation, lost profits, loss of goodwill, loss of data and/or any other consequential or special loss or damage directly or indirectly sustained by User or by any other person whatsoever. Diabatix and its third party suppliers can only be held liable for actual direct damages caused by its gross negligence or willful misconduct duly proved by User, and Diabatix’s and third party’s liability will in any event be limited to the total amount of three hundred thousand Euro (300,000 €) per claim and per calendar year.

All express or implied representation and warranties including implied warranty of merchantability, fitness for a particular purpose, non-infringement, uninterrupted or error-free use or operation of the ColdStream Platform are hereby excluded.

User agree and acknowledge that the data and parameters uploaded in the ColdStream Platform is executed solely by the User, that the analysis made is based on those data and parameters, and as a consequence thereof Diabatix is not responsible for i) the correctness, completeness, integrity and accuracy of the any data and parameters uploaded by the User, (ii) any designs, analysis, simulations, models, estimations uploaded by User in the ColdStream Platform or generated by the User from the ColdStream Platform; (iii) any conclusions drawn by User from any simulation, calculation, modelling, analysis or other process or operation executed by the ColdStream Platform of by User using the ColdStream Platform; (iv) the technical, scientific, legal and commercial feasibility of any project, product and undertaking of User based on the Result of generated from the ColdStream Platform.

11. APPLICABLE LAW - JURISDICTION

This Agreement is governed by Belgian law. In the event of a dispute the courts of law of Leuven (Belgium) have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply under this Agreement.

12. CODE OF CONDUCT

Diabatix has in force a code of ethics and business conduct summarized here below and Diabatix expects and requires all Users of the ColdStream Platform to conduct its business and activities with substantially equivalent ethical and business conduct standards when conducting business with Diabatix.

A. Diabatix’s external partners are expected to behave ethically and with integrity in all business transactions. As such, they uphold standards for fair business practices, prohibit payment of bribes, illegal governmental contributions, illegal political contributions or other illicit payments or methods,
safeguard against improper use of confidential, sensitive or other information, maintain an environment of transparency.

B. Diabatix’s external partners are expected to treat people with dignity and respect. As such, they do not use discrimination, no sexual harassment or abuse, avoid unsafe working conditions, pay normal wages, not employ people under the age of 18, respect worker’s rights.

C. Diabatix’s external partners are expected to comply with all laws and regulations applicable to its business, export and import legislations, the GDPR-legislation or any similar legislation applicable in their country of registration.

13. MISCELLANEOUS

Diabatix may amend and/or update this Agreement with future effect from time to time and as necessary for technical, economic or legal reasons. Any revision shall be notified to the User.

Neither party shall be held liable for failure to perform under this Agreement in case of force majeure. Force majeure means: natural disasters, pandemics, fire, general strikes, war, terrorism, inevitable accidents or any other causes outside the reasonable control of the parties and occurring without its fault or negligence. A party invoking an event of force majeure must promptly advise the other party by notice in writing of the details of the event of force majeure and the expected delay. This party shall use every means to be able to resume the execution of this Agreement as soon as possible.

If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable laws, such provision(s) shall be deemed modified so as to render it valid and enforceable while retaining, as closely as possible, the original intent of the parties, and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

ColdStream is owned by Diabatix NV
Diabatix NV
Technologjelaan 11
3001 Leuven
Belgium
VAT number BE 0648.660.180
Company number: 0648.660.180, RPR Leuven
Email: legal@diabatix.com
Update: Version March 2021