

RESEARCH SOFTWARE LICENSE AGREEMENT

END USER

Effective as of [Date] (hereinafter referred to as the "Effective Date") the following Research Software License Agreement (hereinafter the "Agreement") is entered into by and between

1. [Name]

[Address]

VAT.-Ident. No.: ...

(hereinafter referred to as "Licensee")

2. DTU Wind Energy

Technical University of Denmark

Risø Campus

Frederiksborgvej 399

Building 118

DK-4000 Roskilde

CVR no. 30060946

(hereinafter referred to as "DTU Wind Energy" or "Licensor")

regarding Licensee's purchase of an end-user research "**Student license/Institutional license**" to DTU Wind Energy's software HAWC2.

Whereas employees of DTU Wind Energy within the program called Aeroelastic Design has developed software called HAWC2, which main features are time domain computations of integrated Aerodynamic, structural and hydrodynamic loads of a wind turbine;

Whereas this software has been developed on basis of DTU Wind Energy's extensive research within the field of wind energy;

Whereas Licensee wants to obtain an end-user research license to the HAWC2 Software and DTU Wind Energy is willing to grant such license;

Now, therefore the Parties have agreed as follows:

1. Definitions

1.1. In this Agreement the following definitions are used:

Software means the computer program named HAWC2 in executable code capable of operating on a PC under the operative systems Windows XP/2000/NT4/Vista/Windows 7/ Windows 8.

Documentation means the manual named "How to HAWC2 – the user's guide".

2. License

- 2.1. DTU Wind Energy hereby grants to Licensee a non-exclusive and non-assignable license upon due payment to use Software and Documentation for internal non-commercial research and education purposes only.
- 2.2. If Licensee has obtained an "Institutional license", cf. article 5.1, the license granted according to article 2.1 is a multiple-user multiple-pc license. The Software can be installed on a number of computers (with a maximum of 500 users), restricted to computers located at the Licensee premises, as indicated by the address stated at the beginning of this Agreement, to which it is locked using a license manager. Licensee can therefore only use the Software on these computers owned by Licensee and used by Licensee's employees, students and visiting researchers. The license manager will include computers connected to the Licensee domain and will on quarterly basis be updated for additional local computers within the maximum. The Software may not be used on any other computer.
- 2.3. If Licensee has obtained a "Student license", cf. article 5.2, the license granted according to article 2.1 is a single-user single-pc license. The Software can be installed on a computer owned or controlled by Licensee, to which it is locked using a license manager. Licensee can therefore only use the Software on a computer owned and used by Licensee. The Software may not be used on any other computer.
- 2.4. Licensee is not allowed to sell, assign, distribute, sub-license, rent, lease, lend, or in any other way transfer or assign Software and Documentation, or any of the rights or obligations granted by DTU Wind Energy to Licensee under this Agreement to a third party without the prior written approval of DTU Wind Energy. DTU Wind Energy may give such approval at its own discretion.
- 2.5. Licensee undertakes not to let any third party get access to or to use the Software or Documentation without approval from DTU Wind Energy. If Licensee has obtained an "Institutional license", cf. article 5.1, Licensee has the responsibility for its employees', students' and visiting researchers' observance of obligations at least corresponding to the obligations of Licensee as laid down in this Agreement.
- 2.6. All rights to Software or Documentation not explicitly mentioned or granted in this Agreement are reserved by DTU Wind Energy.

3. Copyright and ownership rights

- 3.1. Software and Documentation is protected by the Danish Copyright Act and international treaties and conventions on the protection of copyright and other relevant legislation on intellectual property rights and copyright. Section 36, subsection 1, no. 1, of the Danish Copyright Act does not apply to this Agreement, and thus Licensee is not allowed to make copies of or make any changes to the Software.
- 3.2. DTU Wind Energy holds all copyright and any other rights, including intellectual property rights and ownership rights, to Software and Documentation including all copies thereof.
- 3.3. Licensee is not allowed to change or remove any marks or notices regarding copyright, trademarks or the like on Software or Documentation or copies thereof.

4. Delivery

- 4.1. DTU Wind Energy will deliver the Software, including the license manager, and the Documentation to Licensee, when both Parties have signed this Agreement and DTU Wind Energy has received a signed copy of the Agreement.

5. License fee

- 5.1. For an "Institutional license" (max 500 users), Licensee shall pay to DTU Wind Energy an annual license fee of € 5.000 (five thousand Euros) ex. VAT, calculated from the Effective Date. The price includes support as described in article 6.
- 5.2.
- 5.3. For a "Student license" (single user), Licensee shall pay to DTU Wind Energy an annual license fee of € 1.000 (one thousand Euros) ex. VAT, calculated from the Effective Date. The price includes support as described in article 6.
- 5.4. DTU Wind Energy will issue an invoice for the annual license fee to Licensee at the signing of this agreement and on the same day and month as the Effective Date of each subsequent year. The terms of payment are current month + 30 days.

6. Support and e-learning

- 6.1. DTU Wind Energy will assist Licensee's technical contact persons in the use of the Software by telephone or e-mail. For an "Institutional license", DTU Wind Energy will assist up to a maximum of 20 working hours per year. For a "Student license", DTU Wind energy will assist Licensee up to a maximum of 5 working hours per year. DTU Wind Energy will respond to all support calls as soon as possible. All support calls or e-mails have to be directed to the Research Program Aeroelastic Design in the Wind Energy Department at DTU Wind Energy.
- 6.2. DTU Wind Energy shall inform and make available to Licensee new releases, buildcodes, fixes, patches or workarounds to the Software that DTU Wind Energy may decide to make available at the date of release of such. DTU Wind Energy warrants that any releases of, buildcodes, fixes, patches and workarounds to the Software are compatible with the Software.
- 6.3. DTU Wind Energy provides e-learning to Licensee by the itslearning platform which is a learning management system that facilitates online courses. Under an "Institutional license", Licensee is entitled for 10 (ten) users to each participate in one HAWC2 e-learning course offered by DTU Wind Energy. Under a "Student license", Licensee is entitled for 1 (one) user to participate in one HAWC2 e-learning course offered by DTU Wind Energy.

7. Term and termination

- 7.1. This Agreement will come into force on the Effective Date.
- 7.2. If Licensee is in breach of any of its obligations under this Agreement then DTU Wind Energy has the right to terminate this Agreement with immediate effect by written notice to Licensee.
- 7.3. This Agreement shall remain in force until terminated by written notification from either Party with 3 months prior written notice to the other Party. A proportional share of any prepaid license fee for a period beyond the termination date will be returned by DTU Wind Energy. In case of expiry or termination of the Agreement, regardless of the reason for termination, Li-

censee undertakes immediately to cease any further use of the Software and to delete or destroy all copies of Software and Documentation and to confirm this by sending a written declaration to DTU Wind Energy.

8. Liability

- 8.1. The Software is provided “as is” and in the present version at the Effective Date and any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose are disclaimed. The Software is delivered without warranties or guarantee of any kind.
- 8.2. Except in the event that such damages are attributable to intentional acts or gross negligence on the part of DTU Wind Energy, DTU Wind Energy cannot be held liable for any loss or damage whatsoever caused by the Software or which may arise in connection with Licensee’s use of Software and Documentation, including but not limited to Software’s potential infringement of any third party intellectual property rights. DTU Wind Energy’s aggregate liability to Licensee for damages concerning performance or nonperformance by DTU Wind Energy or in any way related to this Agreement will for the term of the Agreement not exceed the license fees received by DTU Wind Energy from Licensee for the Software preceding the occurrence of such liability. The Parties shall, however, not in any event be liable for any indirect, special or consequential loss, howsoever arising, including but not limited to loss of anticipated profits or loss of data.
- 8.3. Licensee shall indemnify and hold harmless DTU Wind Energy from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Licensee’s acts or omissions arising from or relating to this Agreement.

9. Confidentiality

- 9.1. The Software shall be regarded as confidential information. Licensee shall not disclose the Software or any other confidential information disclosed by or received from DTU Wind Energy to any third party without the prior written approval from DTU Wind Energy.
- 9.2. Licensee shall not be entitled to reverse engineer, reverse assemble or decompile or in any other way create derivative works or modified versions of the Software or knowingly permit any third party to do so, unless expressly permitted by law.
- 9.3. The duty of confidentiality pursuant to this article shall survive the termination of this Agreement. Termination of this Agreement shall not release Licensee from the obligations set out in this article, regardless of the reason for its termination.

10. Governing Law and Venue

- 10.1. This Agreement shall be enforced, interpreted and construed in accordance with Danish law except for its provisions on choice of law if such rules where applied would cause the law of another country to be applied. Venue for any dispute arising from or relating to this Agreement shall be the Court of Lyngby as the court of first instance.

11. Signatures

11.1. This Agreement is executed in two (2) original copies and each party has received a copy

Date: _____

Date: _____

For and on behalf of Licensee:

For and on behalf of DTU Wind Energy:

Name

Flemming Rasmussen
Head of Section