

SCHEDULE 1 - GENERAL TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 The Software License Agreement sets out the scope and all terms applicable to licensing of the Software and/or Platform. This Schedule 1 contains the General Terms and Conditions for licensing of the Software and/or Platform. Licensee accepts to be bound by the Software License Agreement and confirms that Licensee is authorised to sign and enter into the Software License Agreement with DHI.
- 1.2 The Software License Agreement is a license agreement and not an agreement for sale. The Software License Agreement gives Licensee certain limited rights to access and use the Software and/or the Platform. All rights not specifically granted in the Software License Agreement are reserved by DHI and no license is granted by implication.
- 1.3 If Licensee wishes to extend its license to the Software and/or Platform to another legal entity, such extension requires a separate and specific agreement between Licensee and DHI e.g. a global/multi-company agreement. Consequently, no Affiliates (or its employees or officers) or any related third parties, including contractors, consultants, seconded employees or employees of joint venture partners (whether permanent or temporary) of Licensee are allowed to use the Software and/or Platform based on this Software License Agreement without such separate and specific agreement.
- 1.4 DHI may offer licenses to certain data in the Platform subject to separate agreement.

2 DEFINITIONS

- 2.1 In the Software License Agreement, the following words and expressions have the meanings stated below unless the context requires otherwise:
- 2.1.1 **Affiliate** means a corporation, company or other entity, now or hereafter, directly or indirectly, owned or controlled by, or owning or controlling, or under common control with one of the Parties, but such corporation, company or other entity shall only be deemed to be an Affiliate as long as such ownership or control exists. For the purpose of this definition "control" means to have, directly or indirectly, the power to direct or cause the direction of the management and policies, whether (i) through the ownership of voting securities entitling to the right to elect or appoint, directly or indirectly, the majority of the board of directors, or a similar managing authority, (ii) by contract or (iii) otherwise.
- 2.1.2 **Authorised Users** means physical persons authorised by Licensee to access and use the Software and/or the Platform as set out in the Software License Agreement. Such authorisation may only be granted by Licensee to (i) Licensee's direct employees and officers, and/or (ii) third parties who are employed by or performing services directly for Licensee for the purpose of assisting Licensee with its internal use of the Software and/or Platform.
- 2.1.3 **Confidential Information** means the terms of the Software License Agreement, all information relating to mediation, arbitration or court proceedings between the Parties related

to the Software License Agreement, all information, Documentation and data disclosed by DHI and/or its representatives to Licensee and/or its representatives, including developments, samples, analyses, computer programs, trade secrets, trademarks, copyrights or other forms of protection of industrial and/or intellectual property (whether registered or not), economic, technical, scientific, operational, administrative, financial and commercial information as well as any other information and 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.

- 2.1.4 **DPA SCCs** means the Data Processing Agreement Standard Contractual Clauses available on [MIKE Data Processing Agreement Standard Contractual Clauses](#).
- 2.1.5 **DHI** means DHI A/S, a Danish limited liability company having its registered address at Agern Allé 5, 2970 Hørsholm, Denmark and registered with the Danish Business Authority with company registration number 36466871.
- 2.1.6 **DHI Product** means a product, technology, service, specification or other Documentation (individually and collectively) provided by DHI.
- 2.1.7 **Documentation** means the then-current documentation, including manuals, installation guides, user guides, articles etc., relating to the features, functions and use of the Software and/or Platform available on [Downloads and Support | MIKE Powered by DHI](#) and [Knowledge Base - DHI Customer Care Portal](#).
- 2.1.8 **Feedback** means suggestions, enhancement requests, recommendations, prompts or other feedback regarding the Software and/or Platform provided by Licensee and/or its Authorised Users either directly to DHI or through interaction with the Software and/or Platform.
- 2.1.9 **General Terms and Conditions** means the general terms and conditions in this Schedule 1 for licensing of the Software and/or Platform.
- 2.1.10 **Licensee** means the legal entity entering into the Software License Agreement with DHI, or a physical person if no legal entity exists.
- 2.1.11 **Parties** means DHI and Licensee collectively.
- 2.1.12 **Platform** means the MIKE Cloud Platform infrastructure, including the tools, model engines, data processing utilities etc. developed by DHI.
- 2.1.13 **Policies** means the policies set out in the Schedules, including any additional policies that may be added from time to time by DHI at its discretion. DHI will strive to provide advance notice of any new Policies.
- 2.1.14 **Privacy Policy** means DHI's privacy policy available [here](#).
- 2.1.15 **Quote** means the quote document issued by DHI to Licensee, which includes the software products, license type, customer number, order number, prices, payment

terms, delivery mode and terms, maintenance and support, and license duration.

- 2.1.16 **Schedule** means a schedule included in the Software License Agreement, including any additional Schedules that may be added from time to time by DHI at its discretion.
- 2.1.17 **Service and Maintenance Agreement** means the conditions for support and updates delivered by DHI to Licensee as set out in Schedule 4, including hotline support and all new versions and updates of the Software.
- 2.1.18 **Software** means the executable code version of the MIKE Powered by DHI software specified in the Quote, including any scripts, data, templates, tools and error corrections.
- 2.1.19 **Software License Agreement** means the agreement entered into by the Parties with Licensee's acceptance of the Quote. The Software License Agreement defines Licensee and incorporates the Quote, the General Terms and Conditions, Schedules, Policies and DPA SCCs (where applicable).
- 2.1.20 **Third Party Software** means any third party software, including open source software.

3 GRANT OF LICENSE AND IP

3.1 Grant of license

- 3.1.1 Subject to Licensee's compliance with the Software License Agreement, Licensee is granted a limited, non-exclusive, non-sublicensable, non-transferable, royalty-bearing, license to let its Authorised Users access and use the current and available version of the Software and/or Platform and the associated Documentation.

3.2 Restrictions

- 3.2.1 All rights, title and interest to the intellectual property in the Software and/or Platform, including all patent rights, proprietary rights, trade secrets, trademarks, copyrights (national and international) 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.
- 3.2.2 No title to the intellectual property in the Software and/or Platform is transferred to Licensee. Title and full ownership rights to the Software, Platform, DHI Product and related Documentation will remain the exclusive property of DHI and/or its licensors, and Licensee will not acquire any rights to the Software, Platform or the Documentation except as expressly set out in the Software License Agreement.
- 3.2.3 Licensee will not dispute or contest, directly or indirectly, DHI's right, title and interest in and to the Software, Platform and related Documentation.
- 3.2.4 Back-up and similar automatic system copies of the Software, Platform (if applicable) and/or related Documentation are permitted. Licensee will ensure that any permitted copies include all confidential, proprietary, patent, copyright and/or trademark notices contained on the original.
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- (ii) assign, store, reproduce, publish, rent, lease, lend, time-share, distribute, sell, print, display, perform, or create derivative works from any part of the Software and/or Platform or Documentation; or
- (iii) commercialise any software, tool, script, template or other information obtained from any part of the Software and/or Platform or Documentation.

Notwithstanding clause 3.2.5 (iii), Licensee is entitled to use the Software and/or Platform to process and make calculations on data provided by Licensee itself and to commercialise output based solely on processing of and calculations on such data.

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Licensee may not in any way without DHI's explicit written authorisation act as a service bureau or commercial application service provider that allows third parties access to the Software and/or Platform, any services based on the Software and/or Platform or the Documentation. Licensee will not use the Software and/or Platform or other services provided by DHI, or Documentation for a site or service allowing access for anyone other than the Licensee and/or its Authorised Users.

3.2.7

Licensee and its Authorised Users may not (or attempt to):

- (i) interfere with nor otherwise disrupt the proper working of the Software and/or Platform, any activities conducted on or through the Software and/or Platform or any servers or networks connected to the Software and/or Platform;
- (ii) obtain through any means any materials or information on the Software and/or Platform that have not been intentionally made available either by public display on the Software and/or Platform or through accessibility to the Licensee or any Authorised User;
- (iii) violate the security of the Software and/or Platform or attempt to gain unauthorised access to the Software and/or Platform, data, materials, information, computer systems or networks connected to any server associated with the Software and/or Platform through hacking, password timing or any other means;
- (iv) take any action that, in the sole discretion of DHI, imposes or may impose an unreasonable or disproportionately large load or burden on the Software and/or Platform or the infrastructure of these;
- (v) use any "scraper", "robot", "bot", "spider", "data mining", "machine learning", "ai", "computer code", or any other automate device, program, tool, algorithm,

process or methodology to access, acquire, copy or monitor any portion of the Software and/or Platform, any data or content found on or accessed through the Software and/or Platform or any other information related to the services delivered under the Software License Agreement without the prior explicit written consent of DHI; or

- (vi) use the Software and/or Platform, for any purposes that are unlawful or unethical as set out in any applicable laws or regulations.

3.2.8 Specific additional terms and restrictions per license type are set out in Schedule 3.

3.3 Usage monitoring

3.3.1 DHI reserves the right to embed a software security mechanism within the Software to monitor usage of the Software to verify Licensee's compliance with the Software License Agreement. Such security mechanism may (i) store data relating to the usage of the Software and the number of times it has been copied or (ii) communicate with computers controlled by DHI over any type of communications link to exchange communications and report data relating to the usage of the Software and the number of times it has been copied. DHI reserves the right to use a hardware lock device, license administration software, and/or a license authorisation key to control access to the Software. Licensee may not take any steps to avoid or defeat the purpose of any such measures. Use of the Software without any required lock device or authorisation key is prohibited.

4 REQUIREMENTS TO LICENSEE AND LICENSEE'S IT ENVIRONMENT

4.1 It is a precondition for Licensee's use of the Software (if licensed through a network license) and/or Platform that Licensee has established network access that may be used for transfer of data between Licensee and the data centre used by DHI. Licensee carries all expenses and the complete liability for this network access.

4.2 Licensee guarantees that it will comply with the restrictions and requirements under the Software License Agreement and that the information regarding Licensee and its Authorised Users is correct and updated at all times and that only Authorised Users obtain access to the Software and/or Platform. Licensee is obligated to store and use login, passwords and any other security keys properly and is liable for third parties' unauthorised access. Licensee must notify DHI immediately upon recognition that the security in respect of access to the Software and/or Platform potentially has been compromised.

4.3 Licensee guarantees that it will observe applicable laws and regulatory procedures, including with regard to the contemplated use of the Software and/or Platform. Licensee's own liability and obligations includes in particular processing of data, including in respect of personal data and administrative regulations.

4.4 Licensee must notify DHI immediately upon recognition of defaults and defects of the Software and/or Platform.

4.5 Licensee must ensure that Licensee's IT environment is suitable for installing (if applicable) and using the Software and/or Platform.

5 AUTHORISED USERS

5.1 Licensee must ensure and is responsible that any Authorised Users:

- (i) uses the Software and/or Platform and/or Documentation in accordance with the terms of the Software License Agreement;
- (ii) are bound by confidentiality obligations no less restrictive than those set forth in this Software License Agreement, and;
- (iii) reads and accepts the end user license notice set out in Schedule 2 before using the Software and/or Platform or Documentation.

6 PLATFORM USER ACCOUNTS

6.1 Licensee has the right to create the number of user accounts that Licensee has purchased a subscription for. User accounts may solely be provided by Licensee to its Authorised Users. It is the Licensee's responsibility to manage these user accounts.

6.2 Each user account created by Licensee may be assigned to one named Authorised User only. Only the named Authorised User may use that user account to access and use the Platform. The Licensee can add, delete or transfer user accounts within the available number of user accounts. Addition of Authorised Users beyond the available number of user accounts will require an addition to the subscription by separate agreement.

7 DATA

7.1 Data ownership, processing and storage

7.1.1 The Licensee (or its licensors) shall remain the owner of any data including personal data processed when using the Software and/or Platform. DHI will not access data entered into the Software and/or Platform by Licensee (e.g. project data, simulation results) unless requested by Licensee, in which case DHI is granted a license to use such data for the purposes of meeting its obligations under the Software License Agreement (e.g. technical assistance).

7.1.2 The following data is processed in the Software and/or Platform and/or user management system, as further detailed in Schedule 2:

- (i) Licensee and license information about purchased Software and/or Platform licenses (company name, company id, order id, license version, license modules, license limitations);
- (ii) Authorised User information entered into the portal by MIKE Customer Care or Licensee when creating user accounts, used to generate a unique user id; and
- (iii) Log of Licensee's application use.

7.2 Processing of personal data

7.2.1 DHI will as part of meeting its obligations under the Software License Agreement process personal data

regarding Authorised Users as a separate data controller. Such processing includes processing which is necessary to provide the services, e.g. login and/or contact information, processing for invoicing purposes, or processing based on DHI's legitimate interest in improving the Software, the Platform and user experiences, behavioural tracking, to verify user compliance with the Software License Agreement, identify unauthorised use and users of the Software and/or Platform, and otherwise to protect and enforce intellectual property rights. Licensee will (i) collect required consents from Authorised Users if necessary for such processing, and (ii) inform its Authorised Users of such processing on behalf of DHI if and as required by law.

7.2.2 DHI makes information which includes personal data available to Licensee, e.g. information regarding Authorised Users' use of the Software and/or Platform as available in the "History" tab in the internet license portal and MIKE Cloud Admin. 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. To the extent such processing implies the establishment of a data processor relation, the DPA SCCs will apply to the processing of personal data. The DPA SCCs are incorporated in and executed as part of the Software License Agreement. Regardless of its role as separate controller or processor, DHI processes personal data in compliance with applicable data protection laws, the technical and organisational measures referenced in Annex III to the DPA SCCs and DHI's [Privacy Policy](#) outlining our data protection practices.

7.2.3 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 clause 7.

7.2.4 Licensee will indemnify DHI for any losses suffered by DHI due to Licensee's non-compliance with this clause 7.

7.2.5 For the avoidance of doubt, Licensee is not entitled to any remuneration for fulfilling its obligations under this clause 7.

7.3 Technical and Usage Data

7.3.1 The Licensee grants DHI and its suppliers the right to collect data related to the Licensee's, including its Authorised Users, usage of the Software and/or Platform for optimisation purposes, to improve and develop the Software and Platform and for the purpose of preparing usage statistics and metrics subject to applicable law.

7.4 Licensee Feedback

7.4.1 It is expressly understood, acknowledged and agreed that to the extent Licensee or its Authorised Users provide Feedback to DHI, Licensee grants DHI the following worldwide, non-exclusive, perpetual, irrevocable, royalty free, fully paid up rights: (i) to make, use, copy, modify, sell, distribute, sub-license, and create derivative works of, the Feedback alone or as part of any DHI Product, Software and/or Platform; (ii) to use such Feedback for machine

learning and training of AI models in respect of any DHI Products, Software and/or Platform; and (iii) to publicly perform or display, import, broadcast, transmit, distribute, license, offer to sell, and sell, rent, lease or lend copies of the Feedback (and derivative works thereof) as part of any DHI Product, Software and/or Platform.

8 CUSTOMER SUCCESS

8.1 It is a high priority for DHI that customers are successful with our software. To ensure this, DHI may contact Licensee and its Authorised Users by telephone and/or email with information on new releases, versions, modules, training courses, functionalities etc. and/or suggestions for optimising the use of the Software and/or Platform, e.g. offering assistance with onboarding or offering suggestions for useful features. Any contact will be regarding the Software and/or Platform. The purpose of such contact will exclusively be to ensure efficient use of the Software and/or Platform and an optimal user experience in general.

8.2 It is further expressly understood, acknowledged and agreed that DHI may contact Licensee and its Authorised Users by telephone and/or email with information on corresponding products, e.g. where DHI identifies a better option for Licensee with other modules, add-ons and/or related tools. Licensee may send an email to mike@dhigroup.com at any time if Licensee does not want to receive such information. Additionally, all emails sent will contain a possibility to unsubscribe.

8.3 To enable customer success as outlined above, DHI performs behavioural tracking on Authorised Users' use of the Software and/or Platform through web analytics software. DHI uses such software to collect, measure, analyse and report user data, as further detailed in Schedule 2. The purpose of such processing is to ensure customer success, to improve and develop the Software and Platform, and perform statistical analyses.

9 SOFTWARE MAINTENANCE AND SUPPORT

9.1 DHI will provide maintenance and support in accordance with Schedule 4 to the extent the Licensee has a valid Service and Maintenance Agreement or subscription to the Software.

10 PLATFORM AND LICENSE SYSTEM MAINTENANCE AND CHANGES

10.1 DHI will provide ongoing maintenance of the Platform and license system and may make changes to the Platform and license system without notice. Maintenance and changes may include, without limitation, bug corrections, improvement, introduction of or disablement of specific features. DHI will strive to not introduce changes which entail a net deterioration of Licensee's user experience.

10.2 DHI discretionarily decides the frequency and scope of maintenance and changes to the Platform and license system.

10.3 In connection with maintenance and/or changes, DHI may have to, and is entitled to, disable access to the Platform and license system. DHI will strive to provide advance

notice of any major changes and/or of any disablement of access.

11 RECORDS, AUDIT AND REMEDIES

11.1 Licensee is responsible for (i) ensuring that Licensee does not exceed its authorised use, and (ii) remaining in compliance with the Software License Agreement.

11.2 Upon reasonable notice, DHI may verify Licensee's compliance with the Software License Agreement at all sites and for all environments in which Licensee uses the Software and/or Platform subject to the Software License Agreement. Such verification will be conducted in a manner that minimises 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.

11.3 Licensee may not by-pass the license control system or take any other action which might enable Licensee to use more copies of the Software and access to the Platform 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 EUR 100,000 per breach incident and an additional EUR 100,000 for each two (2) weeks the breach continues, regardless of whether 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 clause.

11.4 Licensee agrees to promptly pay directly to DHI the charges that DHI specifies in an invoice for (i) any such excess use and (ii) support for/related to such excess and (iii) any additional charges and other liabilities or claims determined as a result of such verification, including the above-mentioned contractual penalty/agreed penalty, cf. clause 11.3, and the costs related to the audit if a breach of the Software License Agreement is discovered.

11.5 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 two (2) years.

11.6 If DHI detects that Licensee is using illegal copies of the Software, DHI may seek an amicable agreement. This requires Licensee to promptly pay directly to DHI the fees that DHI specifies in an invoice for (i) any necessary licenses corresponding to the number of illegal copies detected, (ii) a three-year Service and Maintenance Agreement and (iii) any anti-piracy and compliance fees. If Licensee does not accept this amicable agreement to resolve the non-compliance issue, DHI reserves the right to seek any other remedies available at law or in equity.

12 PRICING AND TAXES

12.1 DHI charges a fee for access to and use of the Software, and/or Platform, including maintenance and support as set out in the Quote.

12.2 Price increases

12.2.1 DHI may reasonably increase any subscription fee under the Software License Agreement at the time of renewal. The Licensee's continued use of the Software and/or Platform constitutes full acceptance of the updated Software License Agreement and any fee hereunder.

12.3 Taxes

12.3.1 All sums payable under the Software License Agreement are exclusive of VAT and all indirect or direct taxes and other duties, including any relevant or required state or local sales taxes and any withholding taxes on international transactions.

13 DISCLAIMER AND LIMITED WARRANTY

13.1 To the extent Licensee has an active subscription to the Software and/or Platform and/or an active Service and Maintenance Agreement for the Software, and only to the extent the Software and/or Platform is used as permitted under this Software License Agreement, properly used in the operating environment and as specified in the accompanying Documentation, DHI warrants that the Software and/or Platform will perform substantially in accordance with the accompanying written Documentation. No person, agent, or company may expand or alter this warranty. Licensee's remedies in the event DHI breaches this warranty are set out in clause 14.2.

13.2 For the avoidance of doubt, DHI does not represent, even if Licensee has an active subscription to the Software and/or Platform and/or an active Service and Maintenance Agreement for the Software and complies with the requirements set out in clause 13.1 above, that (i) operation of the Software and/or Platform will be uninterrupted or error free, (ii) that the functionalities of the Software and/or Platform will operate in specific combinations or meet Licensee's requirements.

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13.4 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, or the shortest period allowed (whichever is shorter).

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- 13.6 To the best of DHI's knowledge, the Software and/or Platform does not contain any codes, commands or instructions, including viruses, time bombs, worms, and Trojan horses, that may damage the Software and/or Platform, other installed software products, Licensee's personal information, data or other property.

14 LIABILITY AND LIMITATION ON LIABILITY

- 14.1 DHI is liable for damages according to the general Danish law of damages for losses resulting from actions or omissions caused by DHI subject to the limitations stated in clauses 14.2 to 14.6 which will apply irrespective of whether the basis of liability is negligent or otherwise.
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- 14.3 In no event will DHI or its representatives (agents and suppliers) be liable for any damages whatsoever including 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 Software License Agreement, e.g. out of Licensee's use of or the inability to use the Software and/or the Platform, even if DHI has been advised of the possibility of such damages. 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.
- 14.4 The limitation set out in this clause 14 also applies to claims of personal injury to the extent permitted by law.
- 14.5 Notwithstanding the above, DHI's total liability (whether in contract, tort, including negligence, or otherwise) under or in connection with the Software License Agreement shall in

aggregate during the term not exceed the lesser of EUR 10,000 or the fees paid by Licensee under the Software License Agreement during the twelve (12) months period previous to the event giving rise to a claim.

- 14.6 Licensee acknowledges that the liability limitations and exclusions set out in the Software License Agreement reflect the allocation of risk and that DHI would not enter into the Software License 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.

15 INDEMNITY

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16 CONFIDENTIALITY

- 16.1 Subject to the exceptions in this clause 16, Licensee will use Confidential Information only to the extent permitted under the Software License 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 assess Licensee's obligations under the Software License Agreement or as otherwise contemplated herein and are bound by materially similar obligations of confidentiality towards Licensee under applicable law or agreement.
- 16.2 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 clause 16 will not apply to such disclosure. Licensee must give notice to DHI 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.
- 16.3 To the extent Licensee discloses any confidential information under the Software License Agreement, DHI will treat such information as strictly confidential using at least a reasonable standard of care.

17 TERM OF AGREEMENT AND TERMINATION

- 17.1 The term of any license granted will be in accordance with the term set out in the Quote, unless terminated earlier by either party.
- 17.2 Access to the Software (if subscription based) and/or Platform requires an active subscription. Each subscription

period is automatically renewed for a new corresponding subscription period unless Licensee terminates the Software License Agreement in accordance with this clause 17 or the Software License Agreement is otherwise terminated.

17.3 Termination for cause

17.3.1 In the event of Licensee's material breach of the Software License Agreement, DHI is entitled to immediately terminate the Software License Agreement and delete Licensee's account and all associated data, cf. clause 17.5.3. For the avoidance of doubt, the following is considered material breach by Licensee: (i) Licensee's failure to pay any due sum under the Software License Agreement within fourteen (14) days after written notice provided by DHI to Licensee, (ii) Licensee's breach of clause 3 (Grant of License and IP, and Restrictions) and/or (iii) Licensee's breach of clause 16 (Confidentiality).

17.3.2 In the event of DHI's material breach of the Software License Agreement, Licensee is entitled to give notice of termination to DHI. If DHI has not cured such breach within thirty (30) days following such notice, Licensee is entitled to immediately terminate the Software License Agreement by written notice to DHI.

17.3.3 DHI may terminate this Software License Agreement without notice if the Licensee is or becomes subject to sanctions or penalties imposed by the United Nations, the European Union, or other international organisation or any government or similar public authority, or if access and use of the Software and/or Platform and Documentation violates applicable laws.

17.4 Termination for convenience

17.4.1 If DHI chooses to discontinue the offering of any part of the Software and/or Platform as specified in the Quote, DHI may partially terminate the Software License Agreement in regard to any license, Service and Maintenance Agreement or other agreement related to such Software and/or Platform, upon twelve (12) months written notice.

17.4.2 The Licensee may terminate its subscription to the Software (if subscription based) and/or Platform at any time by providing DHI with a notice of termination. Once the notice has been received, Licensee's access will remain unchanged until the end of the current subscription period. The notice must be received by DHI at least fourteen (14) days before the next subscription period. If the notice is received by DHI less than fourteen (14) days before the next subscription period, Licensee's subscription is automatically renewed for an additional subscription period, at the end of which it is terminated.

17.4.3 Licensee is not entitled to any refunds or credits for partial billing periods.

17.5 Effects of termination

17.5.1 Upon the effective date of termination, irrespective of the cause of termination, Licensee will no longer have access to the Software and/or Platform.

17.5.2 In the event that the Software License Agreement is terminated, no portion of any payments previously paid to DHI hereunder is owed or repayable or refunded to Licensee. However, in the event Licensee's use of the Software and/or Platform has been materially affected by DHI's negligent acts or omissions, Licensee is entitled to a refund of fees paid corresponding to the period where Licensee's use has been materially affected.

17.5.3 **It is the responsibility of Licensee to download any Licensee data that Licensee wants to retain prior to termination. Upon the effective date of termination, DHI will delete Licensee's account and all associated data, including user accounts.**

17.5.4 Provisions in the Software License Agreement relating to obligations which have accrued or explicitly or by implication have application beyond the term of the Software License Agreement, including clause 3 (Grant of License and IP, and Restrictions) and/or clause 16 (Confidentiality) and any provision required to interpret and enforce the Parties' rights and obligations under the Software License Agreement to the extent required for the full observation and performance of the Software License Agreement shall survive any termination or expiration of the Software License Agreement.

18 MISCELLANEOUS

18.1 Complete agreement

18.1.1 The Software License 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 Software License Agreement and which is duly executed by both Parties.

18.2 Changes to the General Terms and Conditions

18.2.1 DHI may revise and update the Software License Agreement, including the General Terms and Conditions, Schedules (including addition of new Schedules) and the Policies, from time to time at DHI's sole discretion. Current General Terms and Conditions, including Schedules, are available at [DHI - MIKE Terms & Conditions](#).

18.2.2 It is Licensee's responsibility to monitor for changes stipulated in clause 18.2.1 Licensee's continued use of the Software and/or Platform constitutes full acceptance of the updated Software License Agreement.

18.3 Whole or partial

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

necessary to render such provision legal, valid and enforceable.

18.4 **No Partnership**

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

18.5 **Waiver**

18.5.1 A waiver of any breach or default under the Software License Agreement is not 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 Software License Agreement does not constitute a waiver of such term or condition.

18.6 **Assignment**

18.6.1 Neither party may assign or transfer (by operation of law or otherwise) any right or obligation under the Software License Agreement without the other party's prior written consent, which may not be unreasonably withheld or delayed. Any assignment in violation of this clause is null and void. However, DHI may, without Licensee's consent, assign the Software License Agreement or any rights granted in the Software License Agreement, in whole or part, either (i) to an Affiliate; (ii) in connection with DHI's or an Affiliate's sale of a division, product or service; or (iii) in connection with a reorganisation, merger, acquisition or divestiture of DHI or any similar business transaction.

18.7 **Third party license terms**

18.7.1 The Software and/or Platform may be accompanied by or contain Third Party Software for which DHI is required to pass-through to Licensee certain additional third party terms and/or notices. Such required Third Party Software terms and/or notices are provided at [DHI - Third Party Software](#) or any other successor webpages designated by DHI. Third Party Software terms and/or notices applicable to Licensee will correspond to the Software product(s) specified in the Quote.

18.7.2 Licensee confirms to have read, be bound by and comply with the applicable Third Party Software terms and/or notices, if any. Licensee acknowledges that DHI provides no warranty for, or additional obligations with respect to, Third Party Software beyond those provided to DHI by the Third Party Software provider.

18.7.3 Third Party Software providers may have the right to require that DHI restricts, suspends, or terminates Licensee's access to that Third Party Software provider's information, materials, or services. If DHI takes any such action, it will (i) use reasonable efforts to provide Licensee with prior notice and (ii) not be liable for any resulting damages Licensee may suffer.

18.8 **Export Compliance**

18.8.1 Licensee acknowledges that use of the Software and Platform is subject to all applicable export control laws and regulations, including those of the United States of America and the European Union and its member states. Licensee

must strictly comply with all applicable export control laws and all licenses and authorisations issued under such laws and regulations.

18.8.2 Licensee agrees that it will not, and will ensure its Authorised Users do not agree to, export, re-export, release, transfer, or disclose the Software and/or Platform to any prohibited or restricted destination, except in accordance with all relevant export control laws and regulations.

18.9 **Force Majeure**

18.9.1 Neither party will be responsible for any failure to comply with the terms of the Software License Agreement or any loss or damage to the other party where such failure, loss or damage is unforeseen and due to causes beyond its reasonable control. These causes include 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, criminal damage, acts of God and similar events.

18.10 **Governing law and venue**

18.10.1 The Software License Agreement is governed by and will be interpreted in accordance with Danish law, excluding its conflicts of law rules.

18.10.2 Any dispute arising out of the Software License 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.

18.10.3 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.

18.10.4 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.

- 18.10.5 The arbitration clause above does not restrict or prevent DHI from seeking any interlocutory remedies, including injunctive relief, available under the Danish Administration of Justice Act or similar remedies available under foreign legislation. Dispute resolution regarding personal data is governed by the DPA SCCs.

SCHEDULE 2 – END USER LICENSE NOTICE**1 LEGAL NOTICE**

- 1.1 You are about to install and/or use Software and/or Platform developed by DHI A/S ("DHI") and its licensors. Please read this legal notice carefully as it includes important information about how you may and may not use the Software and/or Platform.
- 1.2 You are only allowed to install and/or use the Software and/or Platform if you or a legal entity on your behalf have obtained a valid license for you to do so. If you or a legal entity on your behalf have not obtained a valid license to install and/or use the Software and/or Platform, you are not allowed to do so and doing so will be illegal.
- 1.3 Any license to use and any use of the Software and/or Platform is subject to the terms set out in Schedule 1 and in <https://www.dhigroup.com/upload/mpbd/MIKE-License-Agreement.pdf>.
- 1.4 All rights, title and interest, including without limitation all patent rights, proprietary rights, trade secrets, trademarks, copyrights (national and international) in and to the Software and/or Platform 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.
- 1.5 No title to the intellectual property in the Software and/or Platform is transferred to you. Title and full ownership rights to the Software, Platform and related Documentation will remain the exclusive property of DHI or its licensors, and you will not acquire any rights to the Software, Platform or the Documentation except as expressly set out in your license.
- 1.6 You may not dispute or contest, directly or indirectly, DHI's right, title and interest in and to the Software, Platform, and related Documentation. You must ensure that any permitted backup and similar automatic system copies of the Software, Platform (if applicable) and/or related Documentation include all confidential, proprietary, patent, copyright and/or trademark notices contained on the original.
- 1.7 Except as expressly permitted by mandatory applicable law, and in such case only after providing written notice to DHI, you may not in any form or by any means (i) copy (back-up and similar automatic system copies are permitted, cf. clause 1.6), make error corrections to, or otherwise modify, decompile, decrypt, reverse engineer, disassemble, adapt or otherwise reduce all or any portion of the Software and/or Platform 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 and/or Platform or Documentation; or (iii) commercialise any software, information or products obtained from any part of the Software and/or Platform or Documentation.

- 1.8 You may not in any way without the explicit written authorisation from DHI enable anyone (including you) to act as a service bureau or commercial application service provider that allows third-parties access to the Software and/or Platform, any services based on the Software and/or Platform or the Documentation. You may not use the Software and/or Platform, other services provided by DHI, or Documentation for a site or service allowing access for anyone other than you and/or other users for which a valid license has been obtained.
- 1.9 DHI collects and processes information on your use of the Software and/or Platform ('behavioural tracking') by maintaining a license log. The information includes e.g., company id, session id, user id, user actions, timestamps, external IP, internal IP, hostname, offline mode, license start and expiry date and maximum user number. We use this information for the purpose of improving and developing the Software and Platform and optimising the user experience.
- 1.10 DHI also performs behavioural tracking on your use of the Software and/or Platform through web analytics software. We use such software to collect, measure, analyse and report user data such as referrer links, the time spent on certain pages, the clickstream and also data about your browser settings, such as the manufacturer of the browser and its version, the screen resolution and the operating system used. We also process IP address, pages visited, browser and device used, session recordings, mouse events (movements, content forms and clicks), etc. The purpose of such processing is to enable DHI to improve and develop the Software and Platform, optimise the user experience, and perform statistical analyses.
- 1.11 The Software contains a security and reporting mechanism which automatically collects and transmits data related to the installation (if applicable) and usage of the Software to DHI, including any installation or use of illegal copies of the Software. When you install and use the Software, DHI will collect and process your personal data (identity data (name, username or similar identifier, email address, place of work, job position, address, location), usage data and technical data (IP address, your login data, browser type and version, time zone setting and location, browser plug-in types and versions, operating system and platform, network and device identification and other technology on the devices you use to access the Software)). The purpose of such processing is to verify user compliance with the terms of the applicable license agreement, identify unauthorised use and users of the Software and otherwise to protect and enforce intellectual property rights.
- 1.12 The legal basis for the abovementioned processing in clauses 1.9-1.11 is the GDPR art. 6(1)(b) and/or (f). Such processing may be based on your consent, cf. Schedule 1, clause 7.2, to the extent required under applicable law.
- 1.13 DHI may share your data with Affiliates, as well as DHI's suppliers of anti-piracy technology, law firms and other enforcement partners and service providers responsible for protecting and enforcing DHI's intellectual property rights. For further information on DHI's use and processing of

personal data, including on your rights as data subject, please refer to DHI's privacy policy (<https://www.dhigroup.com/legal-and-compliance/privacy-policy>).

- 1.14 We may contact you by telephone and/or email with information on new releases, versions, modules, training courses functionalities etc. and/or suggestions for optimising the use of the purchased Software and/or Platform, e.g., offering assistance with onboarding or offering suggestions for useful features. Any contact will be regarding the licensed Software and/or Platform. The purpose of such contact will exclusively be to ensure efficient use of the Software and/or Platform and an optimal user experience in general. It is further expressly understood, acknowledged and agreed that DHI may contact you by telephone and/or email with information on corresponding DHI products, e.g. where DHI identifies a better option with different modules, add-ons and/or related tools for you or the legal entity you represent. You may send an email to mike@dhigroup.com at any time if you do not want to receive any of the above information. Additionally, all emails sent will contain a possibility to unsubscribe.
- 1.15 The Software and/or Platform may be accompanied by or contain Third Party Software for which DHI is required to pass-through to Licensee certain additional third party terms and conditions and/or notices. Such required Third Party Software terms and conditions and/or notices are provided via the link in clause 18.7.1 of DHI's General Terms and Conditions available on <https://www.dhigroup.com/upload/mpbd/MIKE-License-Agreement.pdf>.

SCHEDULE 3 - SPECIFIC ADDITIONAL TERMS AND RESTRICTIONS PER LICENSE TYPE

Licensee's license type and any applicable Service and Maintenance Agreement ("SMA") is set out in the Quote. In addition to the General Terms and Conditions and the Schedules appended or referenced therein, including the associated Policies, the following terms apply to the different license types.

LICENSE TYPES

Professional licenses

Professional licenses for products or modules utilising single computer parallelisation techniques are delivered with a 16-core license (full utilisation of the parallelisation options requires a 64-bit platform).

Professional licenses are offered as perpetual or subscription licenses providing access to the same products or modules.

PERPETUAL

Perpetual licenses are issued as a floating type, allowing Licensee, and its Authorised Users (if applicable), to access the Software from a license server (see network delivery with dongle below), or via the internet (see internet delivery below). A network license can be configured as a "localhost", where the license/dongle is associated with one machine only.

For each seat of the product or module licensed, it is possible to submit four (4) simultaneous simulations of the relevant engine, except for FEFLOW, MIKE WaterNet Advisor and Water Distribution (WD) Online.

SUBSCRIPTION

Subscription licenses are offered for monthly and annual licensing, and generally offered as a bundle of modules ("Package") required for a specific task or application.

Concurrent simulations for MIKE subscription packages are scalable with number of Concurrent Users, in accordance with the table below:

Concurrent Users	Simulations:
1	4
2	Unlimited
5	Unlimited
10	Unlimited
20	Unlimited

Concurrent simulations for FEFLOW follow the same rules as for the perpetual professional license (1 per concurrent user unless simulating or editing the same FEFLOW model/mesh and problem class). Concurrent simulations for WEST are capped at 2 per concurrent user.

Academic licenses

DHI supports the use of the Software and/or Platform for teaching purposes, through provision of the following licenses:

- University Research License (perpetual or subscription)
- Classroom Teaching Labkit (perpetual or subscription)
- Student Labkit (time limited)

UNIVERSITY

University Research Licenses are available both as perpetual and subscription licenses, identical in functionality to professional licenses but strictly limited to educational and research use only.

CLASSROOM TEACHING LABKIT

Classroom Teaching Labkits are available both as perpetual and subscription licenses and strictly limited to educational and research purposes only.

STUDENT LABKIT

Student Labkit is an internet license for one single user and is exclusively for work directly related to a student's thesis or research project. The license is time-limited and terminates automatically but may be extended upon request. It is the responsibility of the student to apply for extension of a Student Labkit.

Student Labkits are not available in Russia, China or Iran.

Global licenses

Professional licenses (perpetual and subscriptions) have a "GLOBAL" variant that can be used globally (i.e. Licensee extends its license to the Software and/or Platform to multiple related legal entities and/or Affiliates). A global license requires a separate and specific global agreement between DHI and Licensee, cf. clause 1.3 of the General Terms and Conditions.

Evaluation licenses

Evaluation licenses (time limited to 30 days) are available at no fee for all Software, for the purposes of evaluation only (commercial use is not permitted).

No SMA is provided by DHI to users of an evaluation license.

Training licenses

Training licenses (time limited to a maximum of 30 days) are available at no fee for training purposes. THE ACADEMY by DHI offers face-to-face courses worldwide, both standard (public) and tailored (in-house), and both self-paced and instructor-led online training courses.

Demo mode

All Software can be freely downloaded from www.mikepoweredbydhi.com and installed without the need for a license. Most products can be opened in Demo mode, which allows viewing and editing of model files and viewing of result files, but not saving of model files or engine execution.

The standard software installation includes example setups of limited size and complexity that can be executed to completion within demo mode, without the need for a license.

No SMA is provided by DHI to users of demo mode.

LICENSE DELIVERY

Dongle

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 license server

DHI's internet license server is hosted on Microsoft's Azure Cloud Platform.

Subscription and time-limited licenses are delivered via DHI's internet license server.

Perpetual licenses may also be delivered via DHI's internet license server (i) if agreed at time of licensing, or (ii) if the dongle is returned or the lost dongle fee is paid to DHI. Internet delivery is also offered for perpetual licenses without a valid SMA.

In the event that the internet delivery option is discontinued for any reason, DHI reserves the right to deliver perpetual licenses by dongle.

Concurrent use of subscription and perpetual professional licenses (if also present on the internet license server) is not permitted (i.e. a single model simulation may not use modules from both a subscription license and a perpetual professional license at the same time).

SEAT MANAGEMENT

Concurrent Authorised Users are controlled by the standard editor associated with each product/module/Package.

For academic licenses the following applies:

- Classroom Teaching Labkit (25 seat floating type)
- Student (PhD/MSc) Labkit (1 seat floating type)

SERVICE & MAINTENANCE AGREEMENT

Professional licenses

PERPETUAL

For the first twelve (12) months service and maintenance in accordance with the SMA (Schedule 4) is included in the fee for any perpetual license. Hereafter, the SMA is automatically renewed annually for a corresponding period subject to the then-current SMA fees, unless DHI receives written notice from Licensee terminating the SMA. Such notice must be provided by Licensee at least thirty (30) days prior to the date of automatic renewal.

SUBSCRIPTION

All subscription licenses include service and maintenance in accordance with the SMA for the duration of the subscription period.

Academic licenses

DHI provides SMAs for the following academic licenses to the extent set out in the Quote:

- University Research License (perpetual or subscription)
- Classroom Teaching Labkit (perpetual or subscription)

SMAs are not provided for Student Labkits.

SCHEDULE 4 – SERVICE MAINTENANCE AGREEMENT**1 INTRODUCTION**

- 1.1 This Schedule forms part of the Software License Agreement only if Licensee has ordered a service and maintenance subscription as indicated in the Quote. 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 in Schedule 1 of the Software License Agreement also apply to the services described in this Schedule 4.

2 RIGHT TO REMEDY OF ERRORS

- 2.1 If Licensee has ordered a service and maintenance subscription as indicated in the Quote, 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 4.

3 INCIDENT REPORTING

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

Global email support: mike@dhi-group.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 4 include:

- Receiving reports of defects through the DHI's hotline function detailed in clause 3 above.
- Problem management by managing incidents in the Software that through the incident handling become categorised as defects. The Software covered is listed in the Quote.
- 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 third 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 Licensee's use of material parts of the system and for which a work-around either (i) does not exist or (ii) 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 clause 3 above.
2. DHI's hotline service registers the incident, replies to 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 Licensee.
4. The incident handler initiates the problem solving. This may lead to communication with Licensee.
5. Incident resolution is communicated to Licensee through DHI's hotline service.
6. The hotline service closes the incident.

7 SERVICE HOURS

- 7.1 Services under this Schedule 4 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 4.

9 VERSIONING AND LEGACY SUPPORT

- 9.1 DHI may in its discretion release updated versions of the Software licensed by Licensee under the Software License Agreement. Licensee's license to use the Software includes

a right to use such updated versions subject to the terms of the Software License Agreement.

DHI may in its discretion make its provision of services under this Schedule 4 subject to Licensee using the current or previous version of the Software to which the services relate. If Licensee does not use the current or previous version of the Software as required by DHI, DHI may suspend Licensee's subscription to this Service and Maintenance Agreement and DHI's provision of services hereunder.