Reference: 250610

10 June 2025

Oasys LS-DYNA Environment Software and FE Model Licence Agreement

Contents

Appendices

10 June 2025

This is a legal Licence Agreement ("Agreement") between Oasys Ltd (referred to hereafter as "Arup"), 8 Fitzroy Street, London, W1T 4BJ, United Kingdom ("Licensor") and the person or entity defined as the "Licensee" in the Licence Form. For the avoidance of doubt Oasys Ltd is a subsidiary of Ove Arup & Partners International Ltd, whose registered address is 8 Fitzroy Street, London, W1T 4BJ.

1. DEFINITIONS

A "Academic Licence" means a licence issued to an academic institution or similar for the sole purposes of education and/or research (e.g., PhD thesis, conference paper); copies of which should be provided to the Licensor upon completion. Any analysis work performed with an Academic Licence must be for non-commercial purposes. Licensee and its Contract Users must be or be affiliated with an academic facility. In addition to its employees and Contract Users, Licensee may permit individuals who are students at such academic facility to access and use the Program(s). Program(s) may not be used for competitive analysis (such as benchmarking) or for any commercial activity, including consulting. TECS for the Academic Licence(s) will be provided at the sole discretion of Licensor and/or its Affiliates and/or Distributors. In the event TECS is provided, Section 11 of the Agreement shall apply.

B "Affiliate" of a company means any person or other entity directly or indirectly controlling, controlled by, or under common control of such company. A joint venture shall not be considered an Affiliate of either party. 'control' in this context means having the direct or indirect ownership or control of the voting rights attached to more than 50% of the issued ordinary share capital of an entity, or the ability to control directly or indirectly the appointment of a majority of the board of management of an entity. See Appendix A for full list of relevant Affiliates of Arup for the purposes of this Agreement.

C "Additional Terms" are additional terms defined that apply to specific offerings which, where applicable, will be set out or referred to in the Licence Form and/or Quotation.

D "Distributors" means Licensor's Affiliate or an unaffiliated business entity that is authorised by Licensor to distribute and/or support Program(s). See Appendix A.2 for the current full list of Distributors of Arup.

E "Contract User(s)" means an individual or entity, not a regular employee of Licensee or its Affiliates, who is engaged to perform Licensee's or its Affiliates' internal data processing services.

F "Designated Network" means the network identified in the Licence Key.

G "Designated Site" means Licensee's physical location where use of the Program(s) is authorised by Licensor in accordance with the Licence Form and/or Quotation.

H "Effective Date of Program(s)" means the date specified in the Licence Key as the start date for the Program(s).

I "Evaluation Licence" means a licence issued free of charge for an organisation to test the Program(s) and/ or FE Model(s) to understand suitability for their requirements.

J "FE Model(s)" mean Finite Element models and any related documentation developed either solely by the Licensor and or in collaboration with its Partners.

K "LAN Licence" means 'Local Area Network' licence - a Licence of the Program(s) that permits Licensee's and its Affiliates' employees and Contract Users located within a 50-mile (80-km) radius of the Designated Site to use the Program(s).

L "Lease Licence" means a Licence with a fixed expiration date, with a Licence Term commencing on the Effective Date of Program(s) and ending on the date specified in the Licence Key.

M "Licence Form" means the applicable form for licensing Program(s) under this Agreement, which refers to this Agreement and which shall be executed between the Licensor and the Licensee.

N "Licence Key" means a software licensing management and security tool or other device that Licensor uses to allow Licensee access to the Program(s) and which may have an end date.

O "Licence Term" means the period during which Licensee is authorised to use Program(s) in accordance with the applicable Licence grant, which shall be set out and/or referred to in the Licence Form and/or Quotation.

P "Licence Type" means either a LAN Licence or WAN Licence. Except as otherwise indicated in the in the Licence Form and/or the Quotation, the Licence Type will be deemed to be a LAN Licence.

Q "Licensee" means the entity identified in the Licence Form.

R "Licensor" means Arup, unless an Affiliate of Arup or a Distributor of Arup as identified as the Licensor in this Agreement or the Licence Form, in which case it shall be deemed to be the applicable Affiliate or Distributor.

S "Manual" means Licensor's most current user manual(s).

T "Paid-Up Licence" means a Licence that has a Licence Term commencing on the Effective Date of Program(s) and continues unless terminated earlier in accordance with the terms of this Agreement.

U "Partner(s)" mean a business entity that is unaffiliated to Arup that either (1) own the Programs and have authorised Arup to distribute those Programs; or (2) with whom Arup have developed Programs and FE Model(s) in collaboration; or (3) with whom Arup have an agreement in place to integrate software owned by those Partners into Programs developed by Arup or (4) with whom Arup have a written agreement in place to allow and develop interoperability features that exists between Programs and other software owned by said Partners.

V "Partner Licence" means a licence issued to a Partner for the purposes of collaborative working

W "Personal Information" means information about an identifiable individual (not a company), whether or not that information is accurate or in a material form.

X "Privacy Policy" means the policy referred to in Section 21(a).

Y "Program(s)" means the licensed software or FE Model(s) referenced in the Licence Agreement and/or Quotation, any accompanying documentation (including the Manual), and any Technical Enhancements to such software.

Z "Quotation" means the applicable Licensor's or Distributor's proposal that contains no less than the Program(s) to be licensed, the number of Licences, the Licence Term and the Licence and/or TECS fees.

AA "TECS" or "Technical Enhancements and Customer Support" means the services described in Section 11.

BB "Third Party Components and Products" mean integrated components or independent products which are owned by third party entities with whom Arup have an agreement in place

to provide in connection with the Programs. See Appendix A.4 for full list of Third Party Components and Products at the date of this Licence Agreement.

CC "WAN Licence" means 'Wide Area Network' Licence - a Licence of the Program(s) that permits Licensee's and its Affiliates' employees and Contract Users located greater than 50-miles (80-km) from the Designated Site as specified in the Quotation to use the Program(s).

2. ARUP TERRITORY

In this Licence Agreement "Arup Permitted Territory" means all countries of the world, excluding those countries where the Program(s) or FE Model(s) are prohibited from being accessed, sent and/or used by applicable laws, regulations, orders or other restrictions, including, without limitation, those regarding import and export of computer software, technical data or derivative of such software or technical data, as further referenced in Sections 3 and 17 below; provided that Arup reserves the right to exclude any country from the Arup Permitted Territory if at any time the laws of such country in Arup's reasonable judgment render Arup unable to protect Arup's Intellectual Property Rights or cause uncertainty in Arup's ability to Licence and protect its rights. The rights of Distributors to distribute Program(s) or FE Model(s) in any such country shall terminate immediately upon receipt of written notice from Arup.

3. GRANT OF LICENCE

(a) Upon execution of the Licence Form, Licensor grants to Licensee a non-assignable, non-exclusive, non-transferable Licence, without the right to grant sub-licences, to use the Program(s) and/or FE Model(s), at the Designated Site, for the Licence Term, and within the scope of the Licence Type and Additional Terms, as set out and/or referred to in this Licence Agreement.

(b) Licensee shall have the right to use the number of simultaneous tasks or active processes of the Program(s) indicated in this Licence Agreement, or the applicable Licence Form and/or Quotation.

(c) Upon payment of the applicable WAN Licence fee, a LAN Licence shall become a WAN Licence for the term set forth in the Licence Form and/or Quotation, subject to compliance with the applicable Additional Terms.

(d) Licensee will use the Program(s) and/or FE Model(s) only for Licensee's and its Affiliates' own internal data processing purposes and will not make all or any part of any Program(s) and/or FE Model(s) available to any third party other than to its Affiliates and Contract Users, solely for the purpose of supporting Licensee's and its Affiliates' internal data processing. Authorised internal data processing purposes includes using the Program(s) or FE Model(s) for providing consulting services to third parties, but does not include providing data processing services, serving as an application service provider, or providing batch processing services.

(e) Licensor is not conveying to Licensee any title, ownership, copyright or any other intellectual property rights in or related to Program(s) and/ or FE Model(s), and Licensor reserves all rights in and to the Program(s) and/or FE Model(s) which are not expressly granted in writing by Licensor to Licensee.

(f) Licensee does not permit the use of the Program(s) and/or FE Model(s) by persons other than its and its Affiliates' employees and Contract Users. Licensee is responsible for use of the Program(s) and/or FE Model(s) by its Affiliates and Contract Users and for ensuring that the Affiliates and Contract Users: (i) use the Program(s) and/or FE Model(s) only to perform internal data processing services for Licensee and its Affiliates; and (ii) agree to and comply with the terms of this Licence Agreement.

(g) For any applicable WAN Licence, upon request by Licensor, Licensee agrees to submit usage information once per year that identifies and lists the site locations, machine identifiers, time,

date, and number of hours of access of all Program(s) and/or FE Model(s) per Licence of Program to Licensor within twenty days of Licensor's request.

(h) Licensee is responsible for installation of the Program(s) and/or FE Model(s). Licensee may make copies of the Program(s) and/or FE Model(s) only as are necessary for Licensee's back-up or archival purposes. In no event will Licensee remove or modify any copyright notices or other proprietary markings contained within the Program(s) and/or FE Model(s), and will ensure that such notices are reproduced within all copies of the Program(s) and/or FE Model(s).

(i) Licensor will provide Licensee access to the Program(s) via Licence Key(s). LICENCE KEYS MAY LIMIT THE PROGRAM(S)' USE AND REQUIRE LICENSEE TO OBTAIN NEW LICENCE KEYS FROM TIME TO TIME. For periods in which Licensee is entitled to receive TECS for a Program, Licensee may request, at no additional charge, up to three (3) replacement Licence Keys per TECS period for such Program(s) due to changes in either the Designated Network or hardware. Licensor may charge an additional fee if Licensor agrees to provide replacement Licence Keys more than three time per TECS period, or during periods in which Licensee is not entitled to receive TECS.

(j) Certain Program(s) and/or FE Model(s) may be provided with and/or Licensor may otherwise provide Licensee with software development kits, APIs and documentation that may be used to create applications that can be utilised in concert with the Program(s) and/or FE Model(s) ("Custom Applications"). Custom Applications may incorporate components of the Program(s) and/or FE Model(s). Licensee shall not develop Custom Applications that directly compete with the Program(s) and/or FE Model(s) and shall not distribute, license, or otherwise provide the Custom Applications to any third party without Licensor's prior written consent.

(k) Licensee will not modify the Licence Key provided with the Program(s) in any way. Except as expressly permitted by this Section 3(k) or as required by local law, Licensee will not (and will not attempt to nor allow any third party to or attempt to) adapt, alter, amend, modify, reverse engineer, decompile, disassemble or decode the whole or any part of the Program(s) and/or FE Model(s) or translate the whole or any part of the Program(s) and/or FE Model(s) into another language. To the extent that local law expressly grants or requires Licensor to grant Licensee the right to decompile the Program(s) and/or FE Model(s) to obtain the information necessary to render the Program(s) and/or FE Model(s) interoperable with other computer programs used or to be created by Licensee, Licensor will make such information available to Licensee and Licensee will not decompile (or attempt to do so) the Program(s) and/or FE Model(s) without first requesting such information from Licensor. Licensor will have the right to impose reasonable conditions (such as the imposition of a reasonable fee) for making the information available. To ensure that Licensee receives the appropriate information, Licensee must first give Licensor sufficient details of Licensee's objectives and other software concerned. All requests for the appropriate information will be given by notice to be delivered in accordance with the terms of this Agreement. Licensee may not distribute the Program(s) and/or FE Model(s) (the whole or any part) to any third party (excluding Affiliates and Contract Users to the extent expressly permitted herein) or link or compile the Program(s) and/or FE Model(s) to or with any third-party software without Licensor's prior written consent, which Licensor may grant or withhold in its sole discretion.

(l) Licensee acknowledges and agrees that the Program(s) and/or FE Model(s) are subject to the laws of England and Wales and other applicable laws governing the export and/or re-export of Program(s) and/or FE Model(s) as appropriate. Licensee warrants that it and its Affiliates and Contract Users are and will remain in compliance with all relevant export laws (of England and Wales and/or otherwise) with respect to the Program(s) and/or FE Model(s) and acknowledges that such export laws may change over time.

4.   TERM AND TERMINATION

(a) Lease Licences will commence on the Effective Date of Program(s), and will have a Licence Term that ends as of the expiration date specified in the Licence Key and/or Quotation.

(b) At the end of the then-current Licence Term, the Lease Licence may be renewed at the renewal fees and Licence Term agreed between and either Licensor or Distributor, as applicable. Licensor or Distributor (as applicable) shall provide a renewal Quotation for the Lease Licence(s) prior to the expiration of the then-current Licence Term, which shall be agreed in order to renew the relevant Lease Licence(s). The renewal Licence Term may not be equal to the duration of the immediately preceding Licence Term, as that term may be extended or shortened by mutual agreement, in order to make the Licence Term coterminous with the term(s) of other Lease Licences or the TECS for Paid-Up Licences licensed by Licensee.

(c) The Lease Licence will not renew if Licensee, Distributor (if applicable), or Licensor gives prior notice of its intent to not renew. Licensee shall be deemed to have provided notice not to renew if Licensee does not issue a purchase order to Licensor or the Distributor for the Lease Licences prior to the expiration of the then-current Licence Term.

(d) Licensor and/ or Distributor as applicable shall be deemed to have provided notice not to renew if Licensor or Distributor does not provide a renewal Quotation for the Lease Licences prior to the expiration of the then-current Licence Term.

(e) Licensor may terminate Lease Licence(s) if Licensee fails to pay the then-current licence fees to the Distributor or Licensor, as applicable, within thirty (30) days of the due date for such payment. In the event a Lease Licence is terminated prior to the end of the Term, no refund will be due to Licensee for any portion of the prepaid Lease Licence fee and any debts outstanding will remain due under the terms expressed in Section 5.

(f) A Paid-Up Licence will come into effect on the Effective Date of the Program(s) and the Licence Key will be provided at appropriate termly intervals, such as aligned with TECs, unless terminated as provided in Section 4(g).

(g) Licensor may immediately terminate this Licence Agreement and any Program(s) and/or FE Model(s) licenced immediately by notice in writing upon any of the following:

   i.   Licensee materially breaches any provision of this Licence Agreement and fails to cure such breach within thirty (30) days of notice of such breach from Licensor or Distributor, provided that Licensor may immediately terminate this Licence Agreement and any Program(s) and/or FE Model(s) licenced for any material breach by Licensee that is not capable of being cured;

   ii.   Licensee ceases to do business for any reason;

   iii. Licensee has a receiver or administrator appointed over all or part of its assets;

   iv.   Licensee becomes subject to any bankruptcy, insolvency, reorganization, liquidation or other similar proceedings, which proceedings are not dismissed within fifteen (15) days thereafter;

   v.   the transfer of a majority of Licensee's assets or outstanding voting securities (including, without limitation, by way of merger of Licensee with or into any other person or entity), or the sale of Licensee's business, or any other transaction or series of related transactions in which the security holders of Licensee immediately prior to such transaction(s) do not hold at least a majority of the outstanding voting securities of Licensee immediately after the transaction(s); or

vi.   any attempted assignment of this Licence Agreement by Licensee without prior written approval by Licensor.

(h) Licensee may terminate this Licence Agreement immediately upon any of the following: (i) Licensor materially breaches any provision of this Licence Agreement and fails to cure such breach within thirty (30) days of notice of such breach from Licensee; or (ii) Licensor ceases to do business for any reason, in which event Licensor will refund to Licensee a pro rata portion of the amounts paid for such Lease Licences or TECS. This Licence Agreement may also be terminated by Licensor if pursuant to Sections 8(e)iii or Section 9(a), in which instances all of Licensee's Licences of the Program(s) are terminated.

(i) If this Licence Agreement and/or the licence for Program(s) and/or FE Model(s) granted hereunder is terminated for any reason, Licensee will immediately uninstall the Program(s) and/or FE Model(s) from the computer(s) on which it is installed and will certify to Licensor in writing that the Program(s) and/or FE Model(s) are no longer installed and that all applicable materials have been deleted. Licensee will immediately return to Licensor any information or material provided to Licensee in connection with the Program(s) and/or FE Model(s), unless otherwise specified by Licensor.

5.   PAYMENT

(a) For sales of Lease Licences, Paid-Up Licences and/or TECs of Program(s) in which Licensor or its Affiliates will receive payment, Licensee or its Affiliate will pay the applicable fees set out in the Licence Form and/or Quotation within thirty (30) days from the date of the invoice from Licensor or its Affiliate unless otherwise agreed. For any late payment, Licensor or its Affiliate (as applicable) may charge Licensee interest in an amount equal to the lesser of 3% per month of the unpaid balance or the greatest amount legally permitted.

(b) For sales of Lease Licences, Paid-Up Licences and/or TECS of Program(s) in which Distributors that are not Affiliates of Licensor will receive payment, Licensee or its Affiliates will pay the applicable fees within thirty (30) days of receipt of an invoice from such Distributor unless otherwise agreed.

(c) Fees quoted to Licensee are exclusive of all value added taxes, sales taxes, use taxes, withholding taxes, custom duties and the like, as stipulated by relevant regulations for the jurisdiction that the transaction will take place. Licensee will pay all taxes and duties associated with the transaction, exclusive of any tax based on the income of Licensor or the Distributor. Licensee must provide a valid tax exemption certificate if claiming a tax exemption.

6.   INTELLECTUAL PROPERTY RIGHTS

Title to and ownership of all Programs and FE Models, and all intellectual property rights including but not limited to patents, copyright, trademarks and trade secrets therein, are owned by and remain vested in either Arup or, where applicable, any relevant third-party Partners or Distributors.

7.   CONFIDENTIAL INFORMATION

(a) Licensee acknowledges that the Programs and FE Models embody confidential and proprietary information, including trade secrets, owned or licensed by Licensor or its Affiliates (the "Program Confidential Information").

(b) Excluding the Program(s) and/or FE Model(s) and the Program Confidential Information, the parties agree that any other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") under this Agreement that is marked or identified as confidential or given the nature of the information or circumstances surrounding disclosure should reasonably be understood to be confidential ("Other Confidential Information") and, together with the Program Confidential Information, (together, "Confidential Information") will remain the property of the Disclosing Party. Any information relating to Licensor's, its Affiliates', technology suppliers', or Distributor's or to Licensee's or its Affiliates' business plans, strategies, technology, research and development, current and prospective customers, billing records, and products or services will be deemed Confidential Information even if not explicitly marked or identified. The Receiving Party will protect the Confidential Information from disclosure to others using no less than a reasonable degree of care. The Receiving Party agrees that it will not:

   i.   disclose any such Confidential Information, other than furnishing such Confidential Information to (a) its employees, Affiliates, Distributors and consultants who are required to have access to such Confidential Information in connection with the exercise of its rights and performance of its obligations under this Agreement; and (b) professional advisers and, in the case of Licensor, technology suppliers (solely for support purposes); provided that such employees, Affiliates, consultants, Distributors, professional advisers and technology suppliers are bound to protect the Confidential Information from unauthorized use and disclosure consistent with these terms.

(c) The obligations of Section 7(b) will not extend to any information that the Receiving Party can demonstrate with competent evidence:

   i.   is or becomes publicly known through no fault of the Receiving Party;

   ii. was possessed by the Receiving Party free of any obligation of confidentiality prior to receipt from the Disclosing Party;

   iii. is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information;

   iv. is rightfully obtained by the Receiving Party from third parties authorised to make such disclosure without restriction; or

   v.   is identified as no longer confidential by the Disclosing Party.

(d) The Receiving Party may disclose Confidential Information to the extent required by law, regulation or court order, provided that

   i.   the Receiving Party makes reasonable efforts to notify Disclosing Party in writing prior to disclosing the Confidential Information and takes reasonable steps to obtain protective treatment of the Confidential Information; and

   ii. any information so disclosed shall continue to be treated as Confidential Information between the Receiving Party and Disclosing Party.

(e) Receiving Party has the burden of proving the exceptions in Section 7(c) above.

(f)   For disclosures between parties who are subject to export or re-export restrictions, the Disclosing Party shall not disclose any Confidential Information, without the Receiving Party's prior approval, in such a way that would limit the Receiving Party's ability to share such information with individuals working for the Receiving Party in the relevant jurisdiction, particularly those who are not citizens nor hold required residency permits.

(g)   The obligations of the parties respecting Other Confidential Information will survive until such Other Confidential Information ceases to be confidential in nature by virtue of Section 7(c) above.

(h)   If the parties have separately entered into a confidentiality agreement regarding the exchange of Other Confidential Information in connection with this Agreement, then the terms of that separate confidentiality agreement will govern the disclosure and use of Other Confidential Information between the parties, and not this Section 7. Any existing confidentiality agreements between the parties will remain in full force and effect and will not be varied or superseded by the terms of this Section 7.

8.   WARRANTIES; LIMITATION OF REMEDY

(a)   Licensor warrants to Licensee that the Program(s) and/or FE Model(s) will perform in all material respects as specified in the Manual applicable to the Program(s) and/or FE Model(s) for the longer of: (i) ninety (90) days from the Effective Date of the Program(s) and/or FE Model(s); (ii) the Licence Term of the Lease Licence; or (iii) the period during which Licensee has purchased TECS for the Paid-Up Licence. The warranty provided in this Section 8(a) will only apply to the two (2) most recent major versions of the Program(s) and/or FE Model(s). This warranty will not apply if Licensor has notified Licensee in writing that Licensor no longer supports the operating system version on which such Program(s) is licensed.

(b)   Licensor, its Affiliates, Distributors and technology suppliers do not warrant the accuracy or the applicability of the results obtained from the use of the Program(s) and/or FE Model(s). No other documents or oral conversations, statements or representations will be offered by Licensee as evidence to explain, expand, alter, add to or invalidate the express warranty set forth above.

(c)   The warranty set forth in Section 8(a) is the sole warranty provided to Licensee, and extends only to Licensee itself. Licensor, its Affiliates, Distributors and technology suppliers will not be responsible for any breach of warranty caused by (i) modifications (or attempted modifications) to the Program(s) and/or FE Model(s) made by or on behalf of Licensee, (ii) any combination of the Program(s) and/or FE Model(s) with any other software, excluding any operating systems for which the Program(s) are licensed to be used, (iii) any use of the Program(s) and/or FE Model(s) other than on the Designated Network, or (iv) use of other than the two most recent major versions of the Program(s) and/or FE Model(s).

(d)   THE EXPRESS WARRANTY SET FORTH IN SECTION 8(a) OF THIS AGREEMENT IS IN LIEU OF, AND LICENSOR, ITS AFFILIATES, DISTRIBUTORS AND TECHNOLOGY SUPPLIERS DISCLAIM ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE PROGRAM(S) OR ANY PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS OR SUITABILITY FOR ANY PURPOSE (whether or not Licensor, its Affiliates, Distributors and/or its technology suppliers know, have reason to know, have been advised of, or are otherwise in fact aware of any such purpose), whether alleged to arise by law, by

reason of custom or usage in the trade, or by course of dealing. In addition, Licensor, its Affiliates, Distributors and technology suppliers expressly disclaim any warranty or representation to any person other than Licensee with respect to the Program(s) and/or FE Model(s) or any part thereof.

(e) If the Program(s) and/or FE Model(s) fails to perform in all material respects as warranted in this Agreement, Licensee's sole remedy will be for Licensor, at Licensor's option, to:

    i.   provide a reasonable correction or work-around to correct the breach;

    ii.   modify the Program(s) and/or FE Model(s) to conform substantially to the Manual; or

    iii.   if neither (i) nor (ii) are commercially feasible, terminate the licence for that Program(s) and/or FE Model(s) and/or this Licence Agreement and require Licensee to ensure the Program(s) and/or FE Model(s) are no longer installed and that all applicable Licences have been deleted, in which event Licensor will refund to Licensee a pro-rata portion of the amounts paid for such Program(s) and/or FE Model(s). For a Paid-Up Licence, such pro-rata calculation will be based on straight-line depreciation over a 36-month period following the applicable delivery date.

(f) LICENSEE'S REMEDIES AS SET FORTH IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDIES TO WHICH LICENSEE IS ENTITLED FOR BREACH OF WARRANTY.

9.   INDEMNIFICATION

(a) Licensor will defend at its expense any claim, suit or proceeding (each, a "Claim") brought against Licensee by any third party to the extent such Claim asserts that the Program(s) infringes or misappropriates the third party's patent, copyright, trade secret or trademark ("Infringement Claim"). Licensee must:

    i.   promptly notify Licensor in writing of such Infringement Claim;

    ii.   promptly give Licensor the right to control and direct the investigation, preparation, defense and settlement of such Infringement Claim, with counsel of Licensor's own choosing (provided that Licensee will have the right to reasonably participate, at its own expense, in the defence of any such Infringement Claim); and

    iii.   give assistance and full cooperation for the defence of same. Licensor may, at its option, as a way of remedying any Infringement Claim or potential Infringement Claim, (i) replace or modify the Program(s) and/or FE Model(s) so as to avoid infringement, (ii) procure the right for Licensee to continue the use of the Program(s) and/or FE Model(s), or (iii) if neither (i) nor (ii) are commercially feasible, Licensor may terminate any licences to the Program(s) and/or FE Model(s) and/or this Licence Agreement and require Licensee to return the Program(s) and/or FE Model(s) to Licensor, in which event Licensor will refund to Licensee a pro rata portion of the amounts paid for such Program(s) and/or FE Model(s). For a Paid-Up Licence, such pro rata calculation will be based on straight-line depreciation over a 36-month period following the applicable delivery date.

(b) This indemnity will not apply to any Infringement Claim based upon or arising from (i) use of the Program(s) and/or FE Model(s) in a manner for which they were not designed or not in accordance with the Manual, (ii) use of the Program(s) and/or FE Model(s), when use of a subsequent software release that Licensor has made commercially available would have avoided such infringement; (iii) any combination of the Program(s) and/or FE Model(s) with any other software, excluding any operating system for which the Program(s) and/or FE

Model(s) are expressly licensed to be used or (iv) Licensee's continued use of the Program(s) and/or FE Model(s) subsequent to receipt of notice of any claimed infringement. This Section 9 is Licensee's sole and exclusive remedy and sets forth Licensor's entire liability and obligations with respect to any Infringement Claim.

(c) For the purposes of Section 10(a), all damages awarded against Licensee or settlement amounts agreed to by Licensor in connection with Licensor's indemnification obligations set forth in Section 9(a) will be treated as direct damages, regardless of the characterisation of any such damages in any such award or settlement.

10. LIMITATION OF LIABILITY

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR, ITS AFFILIATES, DISTRIBUTORS, PARTNERS AND TECHNOLOGY SUPPLIERS WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES OR LOSSES. Except for Licensor's obligations set forth in Section 9(a) and for Licensor's material breach of Section 7, in no event will Licensor's, its Affiliates', Distributors', Partners' and technology suppliers' aggregate liability to Licensee exceed, in the case of a Paid-Up Licence, the licence fee initially paid for such Paid-Up Licence (not including any TECS fees or other fees) or, in the case of a Lease Licence, the licence fee paid for such Lease Licence during the preceding twelve (12) months. Licensee acknowledges that given all the circumstances, the limits on Licensor's liability are reasonable because of, among other things, the likelihood that without those limitations the amount of damages awardable to Licensee for a breach by Licensor or Distributor of this Licence Agreement may be disproportionately greater than the licence fees paid or payable for the Program(s) and/or FE Model(s). For the avoidance of doubt, Licensee is entirely responsible for keeping full back up copies of its software, data and database configurations in accordance with best industry practice. The foregoing limitations of liability apply regardless of whether the parties have been advised of the likelihood of such damages or losses and regardless of the theory of liability.

(b) Each of Licensor's Affiliates, Distributors and technology suppliers may rely upon and enforce the exclusions and restrictions of liability in this Section 10 in their entity's own name and for their entity's own benefit against Licensee and its Affiliates solely as it relates to liability arising against such parties under this Licence Agreement.

(c) Notwithstanding anything to the contrary in this Licence Agreement, Licensor does not limit or exclude its liability (if any) to Licensee for any matter which it would be illegal for Licensor to limit or attempt to limit or exclude or to attempt to exclude its liability.

(d) The Program(s) and/or FE Model(s) are either a mathematical analysis tool, a suite of pre and post-processing tools or FE Model(s) intended to assist Licensee in Licensee's development and design processes. They require considerable skill and judgment for their correct use and for the interpretation of the computed results. The Program(s) and/or FE Model(s) are not intended to be, nor are they a substitute for, rigorous and comprehensive prototype or other testing by Licensee of products prior to production and sale.

11. TECHNICAL ENHANCEMENTS AND CUSTOMER SUPPORT (TECS)

a) TECS will consist of (i) reasonable telephone, e-mail or web-based support respecting the use of the Program(s) ("Customer Support"); and (ii) Program versions or corrections provided by Licensor without additional charge to TECS customers generally ("Technical Enhancements"). Customer Support will be provided by Licensor, its Affiliate or Distributor (as applicable). Technical Enhancements will be provided by Licensor at such times as determined solely by Licensor.

b) For a Lease Licence, TECS is included as part of the Lease Licence fee. For Lease Licences provided free of charge, TECS will be included at the Licensor's sole discretion.

c) For a Paid-up Licence, installation support will be provided without charge for thirty (30) days from the Effective Date of Program. For Paid-up Licences currently on TECS, Licensor or Distributor will provide TECS. At the end of the then-current TECS period, TECS may be renewed at the prior year's TECS rate plus an increase consistent with the increase in the price of the associated Program(s) for a renewal term of a like duration. TECS will not renew if Licensee, Distributor, or Licensor gives prior notice of its intent to not renew. Licensee shall be deemed to have provided notice not to renew if Licensee does not issue a purchase order to Licensor or the Distributor for TECS prior to the expiration of the then-current TECS period. Licensor and Distributor shall be deemed to have provided notice not to renew if Licensor or Distributor does not provide a renewal Quotation for TECS prior to the expiration of the then-current TECS period. Except as specifically set forth in this Agreement, if TECS is terminated prior to the end of the term, Licensee shall not be entitled to any refund for any portion of the prepaid TECS fee.

d) For any WAN Licence, Licensor or its Distributors shall provide TECS to the Designated Site and any other Licensee site identified in the Quotation as being entitled to receive TECS.

e) TECS for the Academic Licence(s) will be provided at the sole discretion of Licensor and/or its Affiliates and/or Distributors.

f) TECS does not include any consultancy advice.

g) TECS does not include any database set-up or configuration.

h) For all licences where TECS is included, support will be provided up to a maximum number of 50 hours in any calendar year, unless otherwise specified in the Licence Form and/or Quotation. Additional assistance in connection with Program usage, training and/or user-desired capability addition can be procured from the Licensor at then current time and materials rates.

i) Licensor and the Distributor have no obligation to provide TECS: (i) for other than the two most recent commercially available versions of each Program(s) and/or FE Model(s); (ii) for any Program(s) and/or FE Model(s) that have been altered, damaged or modified by Licensee or on Licensee's behalf; (iii) for any applications, models or other customisations provided by Licensor or Distributor as part of a consulting services engagement; or (iv) for any problems caused by Licensee's negligence or use of the Program(s) and/or FE Model(s) other than in accordance with the applicable Manual(s) and this Licence Agreement.

j) Errors identified with either Third Party Components and Products that are either provided by Licensor or are integrated within Program(s) or FE Model(s), that are not proprietary products owned by Arup, the Licensor/ Distributor (as applicable) shall use its best efforts to determine avoidance procedures relating to said errors and will regularly correspond with the relevant third party to obtain a solution.

k) If TECS on a Program Licence is discontinued by Licensee for more than three (3) months, Licensor shall have no obligation to permit reinstatement of TECS on such Program licensed. Except as otherwise agreed between the parties, Licensor's election to permit reinstatement shall be subject to the then current TECS reinstatement policy.

l) Licensee acknowledges that Arup may transmit customer data and information ("Customer Information") to Arup sanctioned data center(s) for the purpose of allowing Arup to execute simulation workloads and fulfill customer requests efficiently and effectively while maintaining a secure environment that protects Customer Information. Customer Information may include Confidential Information. Licensee agrees that the transmission of Confidential Information to an Arup sanctioned data center shall not be considered a disclosure of Confidential Information to a third party either under this agreement or any applicable nondisclosure agreement between the parties. Arup shall maintain the Customer Information and any Confidential Information in accordance with the terms of this Agreement.

m) Licensor may elect to discontinue support at any time immediately upon written notice to the Licensee if it is found that any terms of this Licence Agreement have been breached by the Licensee.

12.   FORCE MAJEURE

(a) "Force Majeure" means an event or circumstance which: (a) is beyond a party's reasonable control; (b) could not have been reasonably foreseen by such party at the date of the Licence Agreement; (c) having arisen, such party could not have avoided or overcome; and (d) is not substantially attributable to the other party. Force Majeure may include but is not limited to: (i) war, hostilities (whether war be declared or not), invasion, act of foreign enemies; (ii) rebellion, terrorism, revolution, insurrection, military or usurped power or civil war; (iii) riot, commotion, disorder, strike or lockout by persons other than the Licensee or Licensor's personnel; (iv) munitions of war, explosive materials, ionising radiation or contamination by radio activity except as may be attributable to the either the Licensee or Licensor's actions; (v) inclement weather, flood, drought, fire or natural catastrophe such as earthquake, hurricane, typhoon or volcanic activity; (vi) disease outbreak, epidemic, pandemic or public health emergency; and/or (vii) restrictions imposed at law in response to Force Majeure, including embargo, quarantine or travel restrictions.

(b) Should Force Majeure: (a) prevent, delay or hinder a party from fulfilling its contractual obligations; and/or (b) compromise the health, safety and wellbeing or security of a party's personnel; then such affected party shall have the right, upon written notice to the other Party, to suspend all or any part of the services and the parties shall be discharged from any obligations laid out in this Agreement.

(c) Should Force Majeure result in the services being suspended for a cumulative period of 90 days, then either party may terminate the Agreement upon 7 days' written notice to the other party.

13.   NO WAIVER

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Licence Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of the party under this Licence Agreement.

14.   SEVERABILITY

If it is held under any enactment or rule of law that any provision of this Licence Agreement is void or otherwise ineffective in whole or in part then any other part and the other terms and conditions of this Licence Agreement shall continue in full force and effect.

15.   DATA AND DATA ANALYTICS

Licensee is aware and agrees that as part of Licensor's Program(s) and/or FE Model(s) improvement process Licensor may obtain feedback from the Program(s) and/or FE Model(s) regarding the hardware profile and operating system of Licensee's users, internal errors that are arising with respect to the Program(s) and/or FE Model(s) and the regions of functionality of the Program(s) and/or FE Model(s) that Licensee is using. This may also include data relating to the Licensee's compliance with this Licence Agreement.

16.   GOVERNING LAW

This Agreement shall be subject to and interpreted in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with this Agreement.

17.   COMPLIANCE WITH LAW

Licensee shall not directly or indirectly export (or re-export) Program(s) or FE Model(s) or permit transshipment of same,

- outside the Arup Permitted Territory,

- into (or to a national or resident of) any country subject to relevant economic sanctions or other trade controls, and/or

- to any country or destination for which the UK government or a UK government agency (or any other relevant government or agency) requires an export Licence or other approval, without first having obtained such Licence or other approval.

18.   THIRD PARTY RIGHTS

The parties do not intend that any term of this Licence Agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement.

19.   VARIATION

A purported variation of this Licence Agreement is not effective unless in writing signed by an authorised senior representative of both parties.

20.   BUSINESS INTEGRITY, ETHICS AND CONDUCT

(a) The Licensee and its Affiliates and Contract Users, with respect to the usage of licensed Program(s) and FE model(s) must maintain high standards of business integrity, ethics and conduct. The Licensee and its Affiliates and Contract Users must:

    i.   comply with all applicable laws, regulations and codes on business integrity and ethical matters (and, even if not applicable, comply with the spirit of the laws of England and Wales on such matters), including without limitation those relating to anti-competitive practices, sanctions, anti-corruption (including without limitation the UK Bribery Act 2010), anti-slavery (including without limitation the UK Modern Slavery Act 2015), health and safety, all regionally/jurisdictionally applicable privacy and data protection laws (including without limitation the UK Data Protection Act 2018) and data security;

    ii.   comply with Arup's policies, codes and statements available at https://www.arup.com/our-firm/policies and https://www.arup.com/our-firm/legal;

    iii.   maintain their own policies and procedures as reasonable and necessary to ensure such compliance;

    iv.   notify Arup of any breach or potential breach of:

        a.   this Licence Agreement; or

        b.   any applicable laws, regulations or codes,

and provide Arup with all information and documentation that Arup reasonably requires in relation to such breach or potential breach. Any breach of this Section is a material breach and Arup is entitled to terminate this Licence Agreement with immediate effect and the Licensee shall be liable for and hold harmless Arup on demand in full from and against all claims, costs, expenses and any other liabilities arising out of, in respect of or in connection with any such breach and/or termination.

21.   DATA PRIVACY

(a) The Licensee agrees and consents to Arup's handling of Personal Information relating to the Licensee and their Contract Users and/or their personnel in accordance with the Oasys Privacy Policy, which is available at Privacy Policy - LS-DYNA (oasys-software.com). The Licensee warrants that they hold consent to use, and for Arup and their related entities to process, any Personal Information which Licensee shares with Arup whether directly or indirectly.

(b) Arup may amend the Oasys Privacy Policy in its sole discretion. Where the Privacy Policy is amended the new version will be posted to the URL set out in Section 21(a). Arup will notify the Licensee in the event of any material changes to the terms of the Privacy Policy.

(c) The parties acknowledge and agree they will each:

    i. notify the other party of any unauthorised access, use, modification, disclosure or other misuse of any Personal Information collected or accessed in connection with this Licence Agreement as soon as practicable after becoming aware of such activity; and

    ii. provide reasonable assistance to the other party in the investigation, assessment and containment of any data breach associated with this Agreement.

22. MISCELLANEOUS

(d) All notices required in this Licence Agreement will be given in writing to all parties and delivered by e-mail, registered mail, courier, or mutually-agreed equivalent. Notices will be effective when received as indicated by the delivery receipt. Except as otherwise agreed, all notices will be given using the contact information indicated on the Quotation and/or Licence Form.

(e) Licensee will not assign this Licence Agreement or individual Program(s) and/or FE Model(s) to any third party by operation of law, or in bankruptcy, or otherwise without prior written consent of Licensor. This Licence Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns and permitted transferees.

(f) The provisions of Sections 3(k), 3(l), 4(i), 6, 7, 8(d), 8(e), 8(f), 9, 10, 15 (and any supplementary provisions which are necessary to give effect to those Sections) will survive termination of this Licence Agreement or any individual licence.

(g) This Licence Agreement may be executed in any number of counterparts (including digitally, electronically scanned and e-mailed PDF copies, and any similarly signed and electronically or digitally transmitted copies), each of which will be deemed to be an original and all of which will constitute together one and the same agreement.

(h) This Licence Agreement, the applicable Licence Form, the applicable Quotation and any exhibits, appendices or amendments that incorporate the Licence Agreement by reference, constitute the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Licence Agreement. This Licence Agreement supersedes the terms of any click-wrap, shrink-wrap, or break-the-seal Licence Agreement included in any Program(s) and/or FE Model(s) package. Except as specifically provided herein, this Licence Agreement may be modified only by a written amendment executed by duly authorised officers or representatives of the parties. In the event of any conflict or inconsistency between this Licence Agreement and the Quotation and the Licence Form, the documents shall prevail in the following order: (i) this Licence Agreement; (ii) the Licence Form and (iii) the Quotation; provided, however, that any provision of the Licence Form and/or Quotation that expressly sets out to modify the terms of the Licence Agreement shall supersede the Licence Agreement as specified in the Licence Form and/or Quotation. No purchase order, procurement agreement or any other standardised business forms issued by Licensee, and even if such purchase order, procurement agreement or other standardised business forms provides that it takes precedence over any other agreement between the parties, shall be effective to contradict, modify, or delete from the terms of this Licence Agreement in any manner whatsoever. Any acknowledgment, written or oral, of any such

purchase order, procurement agreement or standardized business form is not recognized as a subsequent writing and will not act as acceptance of such terms.

(i) This Licence Agreement and all documents relating thereto shall be drawn up in the English language.

Appendix A

A.1 Affiliates

- **Ove Arup & Partners International Ltd.**: Arup entity that owns Oasys Ltd.

- **Oasys Ltd**.: the software house of Arup; fully owned by Arup. Distributor of LS-DYNA. Trading company for Oasys Suite of software products, finite element models and other related tools.

- **Oasys Software Technology (Shanghai) Ltd.**: software company in China for trading Oasys Suite of software products, finite element models and other related tools; fully owned by Arup.

- **Arup India Pvt. Limited.:** software company in India for trading Oasys Suite of software products, finite element models and other related tools; fully owned by Arup.

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A.2 Distributors

- **DYNAmore Holding GmbH:** provides software and CAE consulting services; LS-DYNA distributor in Germany, France, Italy, Turkey, Greece, Sweden and the Nordic countries. Acquired by Ansys in February 2023.

- **JSOL Corporation**: provide software and CAE consulting services; LS-DYNA and Oasys distributor in Japan

- **Theme Engineering Inc**.: distributor for Oasys Suite, finite element models and other related tools, based in South Korea.

A.3   Third Party Components and Products

- Apple
- Femzip
- Draco
- Expat
- FreeType
- Ffmpeg
- HDF5
- Jpeg
- JTTM
- Libcurl
- Libgif
- Libpng
- Libxlsxwriter
- LMX
- MPEG-LA
- Openssl
- PCRE2
- PDFHummus
- POV-Ray
- Schemasafe
- SmoothSort
- Spidermonkey
- Treeview
- Turf
- VKI/CEETRON Mesh
- Win-iconv
- Zlib