End-user Software License Agreement
(Single User)
regarding web-interface based Commercial Use of
"SHIP SIMULATION WORKBENCH"

Subject to Licensee's acceptance of the license terms by a User who shall be authorized to accept the terms of this Software License Agreement on behalf of Licensee, Licensee agrees to be bound by the terms of this Agreement, effective as of User's acceptance of this Agreement by clicking the Acceptance button ("Effective Date").

Whereas employees of DTU within the Department of Mechanical Engineering have developed software called Ship Simulation Workbench as part of a research project funded by a Grant from A/S Dampskibsselskabet Orients Fond and a Grant from Den Danske Maritime Fond, and the license provided under this Agreement is in compliance with the terms and conditions of such Grants;

Whereas Licensee wants to obtain an end-user license to web-interface based use of the Ship Simulation Workbench software and Licensor is willing to grant such license;

Now**,** therefore the Parties have agreed as follows:

1.   Definitions

1.1   The following definitions apply:

Agreement shall mean this single-user software end-user license agreement.

Documentation shall mean the user manual named "Ship Simulation Workbench: User Manual."

"Licensee" shall mean the person or legal entity on behalf of which the User accepts the terms of this Agreement.

"Licensor" shall mean Technical University of Denmark, Department of Mechanical Engineering, Anker Engelunds Vej 1, DK-2800 Kgs. Lyngby, Denmark, Business Registration no. 30 06 09 46, (also referred to as "DTU").

Software shall mean the Ship Simulation Workbench software program:
This is a program for voyage performance estimation of a ship sailing on different routes in different weather conditions. Ship speed, engine power, propeller rate of revolution, voyage time and fuel consumption are calculated for the given ship details, route and weather condition. The program can be accessed at https://www.ssw.mek.dtu.dk/. Input data provided by user are sent to server for calculations; simulation results are then sent back to the webpage to be displayed and downloaded by the user. Neither user inputs nor calculation results are stored on the server.

Licensee and Licensor are each hereinafter individually referred to as "**Party**" and jointly as "**Parties**".

2. Grant of license and conditions of license

2.1 Licensor hereby grants to Licensee a single-user, non-exclusive, non-transferable, non-assignable and non-sublicensable end-user web-interface based license to use the Software (in compiled executable form and via the given web interface) and Documentation for the purpose of Licensee's non-commercial or commercial use.

2.2 Licensee may not allow Licensee's customers or any other third party to gain access to or use the Software, either in executable form or as "software as a service". Licensee is not allowed to provide, disclose, demonstrate, or otherwise make available the Software to any third party. Licensee is obligated to cite Ship Simulation Workbench as set out under Section 6.3.

2.3 Except to the extent permitted by applicable mandatory law, or as set out in this Agreement, Licensee is not allowed to make copies of, reproduce, modify or further develop the Software, merge the Software with any other software, or in any way create derivative works or modified versions of the Software. Licensee may display and run the Software subject to and in accordance with the provisions of this Agreement. Licensee may not disassemble, decompile, or reverse engineer the Software, or otherwise attempt to derive the source code of the Software.

2.4 The license granted is a web-interface based single-user, single-pc licence.

2.5 Licensee shall inform Licensor immediately of any infringements of the Software which Licensee suspects or ascertains. Licensee shall to a reasonable extent assist Licensor with technical advice and other non-financial assistance, evidence and documentation concerning infringements.

2.6 Licensee has full responsibility for its employees' and in-house consultants' observance of obligations at least corresponding to the obligations laid down in this Agreement.

2.7 Licensee shall at all times supervise and control access to and use of the Software in accordance with the provisions of this Agreement.

3. Support and updates

3.1 Licensor shall have no obligation to upgrade, update, bug-fix, to provide support or maintenance services, or to provide assistance or consultancy services in relation to the Software.

3.2 Any support to Licensee shall be subject to the Parties entering into a separate agreement concerning such work, subject to DTU's standard terms for commercial work.

4. Term and termination

4.1 This Agreement shall come into force on the Effective Date. The license will remain in force until the Agreement is terminated by either Party with three (3) months' prior written notice to the other Party. In the event of termination of this Agreement for any reason, the license granted by Licensor shall automatically terminate without further notice, and Licensee undertakes to immediately cease any further use of the Software and Documentation, and to delete or destroy any copies of the Software and Documentation and to confirm this by sending a written declaration to Licensor.

4.2 In case of Licensee's material breach of any provision of this Agreement, Licensor may terminate this Agreement. Before such termination, Licensor shall notify Licensee hereof and request that such material breach is remedied

within 30 calendar days. If the breach has not been remedied within the above time period or remedy is impossible, this Agreement, and the license granted hereunder, shall terminate with immediate effect, without further notice. Upon termination, Licensor shall immediately cease any further use of the Software and Documentation, and delete or destroy any copies of the Software and Documentation and confirm this by sending a written declaration to Licensor.

4.3 Termination of this Agreement for any reason shall not affect the rights and obligations of the Parties accrued before termination, including any right to claim damages. The rights and obligations of the Parties set out in Sections 4 (termination), 7 (liability), 8 (confidentiality) or 11 (settlement of disputes) shall survive any termination of this Agreement for any reason.

5.   Payment

5.1 The license granted under this Agreement is free of charge.

6.   Intellectual Property Rights and Crediting

6.1 Except for the license explicitly granted by Section 2, Licensor reserves all its rights. This Agreement does not imply any transfer of intellectual property rights pertaining to the Software and Documentation. Licensee acknowledges and agrees that Licensor holds all copyright and any other rights, including intellectual property rights and ownership rights, to the Software and Documentation, including all copies thereof.

6.2 Licensee is not permitted to change or remove any marks or notices regarding copyright, trademarks or the like on Software or Documentation or copies thereof.

6.3 In case Licensee in any way publishes or in any other way makes available to others any results derived from the use of the Software, or in case Licensee in any way makes commercial use of the Software, Licensee must cite Ship Simulation Workbench as follows:
    "Taskar Bhushan, Andersen Poul (2019) Ship Simulation Workbench: User Manual, Technical University of Denmark. www.SSW.mek.dtu.dk".

7.   Liability, indemnification and disclaimer of liability

7.1 The Software and Documentation is provided "AS IS" and any express or implied warranties, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose, are disclaimed. The Software and Documentation is provided without warranty or guarantee in any way, to the fullest extent permitted by applicable law. Without limiting the scope of the preceding, Licensor gives no warranty or guarantee that the Software will meet Licensee's requirements, or that any errors and/or defects in the Software can or will be corrected.

7.2 Licensee acknowledges and agrees that software in general is not error-free and agrees that the existence of any errors in the Software shall not constitute a breach of this Agreement by Licensor. Licensor does not warrant that the Software shall be free from viruses, and Licensee acknowledges and agrees that it is solely Licensee's responsibility to conduct appropriate virus scanning of the Software prior to use.

7.3 Except in the event that damages are attributable to intentional acts or gross negligence on the part of Licensor, Licensor cannot be held liable for any loss or damage whatsoever caused by the Software or the Documentation or which may arise in connection with Licensee's use of the Software or Documentation.

7.4   The Parties shall in no event be liable to each other for any and all claims made under or in connection with this Agreement, irrespective of the basis for the claim, except in case of gross negligence or intentional acts or omissions. Without limiting the foregoing, the Parties shall in no event be liable to each other for any type of special, indirect or consequential loss or damage, caused by, arising from, associated with or attributable to the activities or obligations of the Parties under this Agreement, including, but not limited to, any loss of profit, revenue, or anticipated savings, or future business; any loss of or damage to data; any damage to reputation or goodwill; any loss of use or loss of contracts with third parties; even if such loss or damage was reasonably foreseeable or a Party had been advised of the possibility of the same arising.

Licensee shall indemnify and hold harmless Licensor from and against any and all losses, damages, claims, demands, liabilities, costs and expenses (including attorney and expert witness fees) of any nature whatsoever that may be asserted against or suffered by Licensor and which arise from or are connected with Licensee's acts or omissions relating to this Agreement, including any claims based on product liability laws.

8.   Confidentiality

8.1   The Software and Documentation shall be regarded as confidential information of Licensor. Licensee shall not disclose the Software or Documentation, or any other confidential information disclosed by or received from Licensor, to any third party without the prior written approval from Licensor.

8.2   The duty of confidentiality pursuant to this Section 8 shall survive the termination of this Agreement, regardless of the reason for its termination.

9.   Assignment

9.1   Licensee shall not be entitled to assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of Licensor.

10.   Severability

10.1   If any section of this Agreement is deemed unenforceable or invalid for any reason, the remaining parts of the Agreement shall not be affected hereby. The Parties shall enter into negotiations for the purpose of substituting such section with a corresponding valid and enforceable wording, if possible.

11.   Settlement of disputes

11.1   This Agreement shall be governed by the laws of Denmark. This applies whether or not international private law and choice of law rules may lead to the application of another country's laws.

11.2   Should a dispute arise between the Parties in connection with this Agreement, including its interpretation and use, the Parties shall enter into negotiations in good faith in order to solve the dispute.

11.3   Have the Parties been unsuccessful in solving the dispute within 30 calendar days after initiation of negotiations hereof, the Parties may agree to refer the dispute to mediation at Mediationsinstituttet (www.mediationsinstituttet.dk) according to its rules.

11.4 If the Parties do not agree to mediation within 7 calendar days after expiry of the deadline set forth in Section 11.3, or has no solution to the dispute been reached 30 calendar days after commencement of mediation with Mediationsinstituttet, the dispute shall be settled by the District Court of Lyngby, Denmark, as the court of first instance.

END OF LICENSE TERMS