

MEMORANDUM OF UNDERSTANDING  
for provision of Academic Licenses

between

University .....  
(hereafter referred to as the “UNIVERSITY”)

and

DHI Water & Environment Pty Ltd  
(hereafter referred to as “DHI”)

*This is a document describing a framework of common understanding and does not replace legally binding contracts and agreements or the DHI End User License Agreement (EULA).*

## Academic License Options

DHI offers the following types of Academic Licenses to Australian Universities and other research/training organisations:

TYPE	Description	Details	Validity Period	Establishment Cost
1	<b>Student Labkit</b> <i>(for pre-agreed research topics and projects)</i>	Local (Personal) License: 1 seat No SMA* included License re-issued every 12 months (subject to requirements met)	Undergraduate/Honours/Thesis: 1 year Masters Program: 2 years PhD Candidate: 3 years	FREE OF CHARGE#
2	<b>Teaching Labkits</b> <i>(for classroom teaching purposes only)</i>	<u>Classroom Labkit</u> Network License: multiple of 25 users (1 seat) Size limited except under special arrangement No SMA* included <u>Teacher Labkit</u> Provided only as an addition to a Classroom Labkit (similar size limitation) Local (Personal) License: 1 seat No SMA* included	1 Year	FREE OF CHARGE#
3	<b>University (Research)</b>	For educational and internally funded research purposes only First 12 months SMA* included Renewal of SMA is sold according to general SMA rules but with 50% discount on List Prices	3 Years**	FREE OF CHARGE#

\* SMA: Service and Maintenance, including technical support

# Handling fee of \$200 + GST applies on establishment of all licenses. Any ESRI (ArcGIS) licenses included in the software must be paid in full.

\*\*Time-limited 12 month license to be extended annually for the validity period subject to DHI's acceptance of "Special Conditions" being met.

## Signing Page

On behalf of the UNIVERSITY:

FACULTY NAME		
NAME	<i>Supervisor or Head of Department/Faculty</i>	
ADDRESS		
CONTACT	Ph: Email:	
Signed		Dated

Additional signing requirements for TYPE 1: Student Labkit:

STUDENT NAME		
ADDRESS		
CONTACT	Ph: Email:	
Project/Thesis Title		
Short Description of project/thesis		
Signed		Dated

On behalf of DHI:

TITLE	Manager, The ACADEMY by DHI	
NAME	Amanda Wellspring	
Signed		Dated

## Preamble

It is recorded that DHI is an independent global, research and consulting organisation developing and applying advanced methods and technologies within water environments, including the MIKE Powered by DHI family of numerical simulation software.

### A. Duration, Alteration and Termination

1. This agreement shall commence on the date of signature and shall remain valid for the validity period that relates to the TYPE of academic license provided by DHI (unless cancelled before in accordance with A.2 below).
2. Should circumstances arise which call for alteration of this agreement these may be made by mutual consent given in writing. Proposals in this respect from one party shall be given due consideration by the other party.
3. Notwithstanding the above, either party may give written notice to terminate the agreement, sent to representatives responsible for management of this agreement. Reasons for termination given by one party shall be given due consideration by the other party.

### B. Software

1. DHI shall provide MIKE Powered by DHI Software (modules as listed in **Annex 1**) from the date of signature, with module expiry date aligned with the duration of this agreement (from A.1 above). The conditions of use of this software are in accordance with DHI's standard Software License Agreement (EULA), which is enclosed as **Annex 2**.
2. Software products like MIKE URBAN that require a Third Party fee payable to ESRI for ArcGIS components cannot be provided as an Academic License, without the ESRI fee being paid in full.
3. Special conditions that relate to the provision of Academic Licenses are described in the following section "**Special Conditions**".

### C. Renewal

1. Renewal of this agreement on expiry of the validity period is subject to DHI's acceptance that the UNIVERSITY has met their obligations in regard to "MATERIALS PRODUCED", "DHI PROMOTIONAL MATERIAL" and "ACKNOWLEDGEMENT", as outlined in the following section "**Special Conditions**".

## Special Conditions

In addition to the conditions outlined in the Software License Agreement (EULA) from **Annex 1**, the following special conditions shall apply:

### 1. DEFINITION OF UNIVERSITY

In this MOU, UNIVERSITY includes all employees of, and all students enrolled in courses offered by, the FACULTY as identified on the Signing Page.

### 2. FOR ACADEMIC USE ONLY

The software license granted with this MOU allows the UNIVERSITY to use the MIKE by DHI Software for:

- EDUCATIONAL USE: The license granted with this MOU allows the UNIVERSITY to use the MIKE by DHI Software for educational and teaching purposes in a classroom setting.
- STUDENT USE: The license granted with this MOU allows named students within the UNIVERSITY to use the MIKE by DHI software for the sole purpose of undertaking an undergraduate thesis project or non-funded postgraduate research (Masters or PhD). Prior to any STUDENT USE, the UNIVERSITY shall ensure that the named student/s agrees to be bound by the terms of this license, including the MIKE by DHI License Agreement, by co-signing the Signing Page.
- RESEARCH USE: The license granted with this MOU allows the UNIVERSITY to use the MIKE by DHI software for the purposes of non-funded research.

### 3. EXCEPTIONS

The UNIVERSITY may obtain specific exceptions from **Special Condition 2** in special cases by prior written application to DHI, but DHI reserves the right to refuse such applications without specific justification.

### 4. CONFIDENTIALITY

The UNIVERSITY shall not disclose to any third party (including research institutions within Australia and overseas) the commercial arrangements of the license provided under this MOU.

### 5. SECURITY

In the case of Classroom Labkits and University (Research) Licenses, which are provided as Network Licenses, the software license (and corresponding hardware lock) will be installed on a server or closed computer network that will not permit uncontrolled or unauthorised access by persons or organisations from outside the UNIVERSITY.

### 6. INTELLECTUAL PROPERTY

Where Intellectual Property (IP) has been developed as a result of applying MIKE by DHI software, DHI will be given a royalty free, irrevocable, worldwide license to access the IP developed and be allowed to include it in commercial developments of the software. DHI may also make the IP available to third parties at its discretion. DHI will fully acknowledge the UNIVERSITY's role in the development of this IP.

## 7. MATERIALS PRODUCED

Copies of all course materials (including lecture notes and worked examples) relating to MIKE by DHI Software products are to be provided to DHI. Copies of all papers, reports, and theses resulting from undergraduate and postgraduate research projects using MIKE by DHI Software shall also be provided to DHI at no cost.

## 8. DHI PROMOTIONAL MATERIAL

DHI is given permission to use the materials produced in Special Condition 7 to promote DHI's products or services. Descriptions and some examples of Properties include; Written material (this includes all or parts of articles, white papers and other documents that have or will be provided to DHI as per **Condition 7**); Trademarks (this includes company names and logos); Likeness and testimonial (this includes name, biographical information, image, picture, quotes, all or parts of information).

## 9. ACKNOWLEDGEMENT

DHI reserves the right to review papers and presentations before they are published, where the MIKE by DHI Software has been applied as part of the research or application. The purpose of such review is to ensure that the MIKE by DHI Software has been correctly used and the use correctly reported. DHI will be appropriately acknowledged in all published material relating to the use of MIKE by DHI Software within the UNIVERSITY, including all papers, reports, theses and any online content promoting research outcomes or projects.

## 10. GUEST LECTURES

DHI can provide one-off guest lectures at the UNIVERSITY on applied modelling projects (or similar), up to twice a year. For longer-term lecturing commitments, curriculum and payment must be agreed upon.

## 11. TRAINING

The UNIVERSITY will help advertise DHI's MIKE Powered by DHI Training Courses (that relate to software products provided by DHI for free through this MOU), through the UNIVERSITY's website, newsletters, brochures and by other means. Where there is a common benefit to DHI and the UNIVERSITY to host a DHI Training Course, the UNIVERSITY will provide classroom facilities at no cost to DHI.

## 12. LIABILITY

Should the UNIVERSITY or STUDENT breach this MOU, then DHI shall be entitled to immediate payment of a license fee corresponding to 100% of the annual cost of the MIKE by DHI Software modules listed in the license files and specified in **Annex 1**, based on DHI's standard Subscription Price List, plus any fees or other reasonable costs incurred by DHI as a result of efforts to enforce the conditions of the MOU. This shall not limit DHI's rights as specified in the MIKE by DHI Software License Agreement (EULA).

## Exclusions

The software license granted with this MOU license does not allow the UNIVERSITY to use the MIKE by DHI software for any other purpose, including but not limited to;

### A. Industry Funded Research

Industry funded research, including the Australian Research Council (ARC) Linkage Projects, promotes collaboration and research partnerships between key stakeholders in research and innovation including higher education institutions, government, business, industry and end-users.

DHI considers research funded under schemes like the ARC Linkage Projects scheme to be funded research, and therefore expects to be considered as a Partner Organisation in any proposals for funding under such schemes, and reasonable costs associated with provision of MIKE by DHI Software be provided for in the funding application.

A discounted commercial license fee of MIKE by DHI Software can be provided by DHI, specifically:

- 50% Discount on a 12 month Subscription License (equates to approximately the annual SMA fee for technical support and maintenance).
- Capped at a maximum of \$20,000 + GST per annum.

Any difference between the calculated or capped annual fee for provision of MIKE by DHI Software and the full commercial fee for the software can be considered as an in-kind contribution from DHI as a Partner Organisation. Depending on the modules required to undertake the research project, this in-kind contribution could be very significant. Requests for other in-kind contributions from DHI (time costs) will be considered on a case by case basis.

Contact [mike.au@dhigroup.com](mailto:mike.au@dhigroup.com) to request a quote for a 50% discounted Subscription License for the purpose of Industry Funded Research applications.

### B. Commercial Work or Paid Consultancy to Persons, Private/Industry Organisations or Public Authorities/Government Departments

DHI cannot be seen to be providing a competitive advantage to the UNIVERSITY when the UNIVERSITY responds to public or invited tenders and RFQ's, in situations where other commercial clients of DHI could reasonably be expected to want to also provide their consultancy services.

For commercial or consultancy work, the UNIVERSITY must purchase a full price commercial (12 month Subscription) license of the MIKE by DHI Software modules required.

Contact [mike.au@dhigroup.com](mailto:mike.au@dhigroup.com) to request a quote for a Subscription License for the purpose of commercial work and consultancy activities.

Software Licenses

Attention:	
License TYPE:	Version:
Hardware Lock/Dongle:	
Modules:	Seats:
Commercial Value of the License: AUD + GST	per annum, based on DHI's standard Subscription Price List



## Software License Agreement

### MIKE POWERED BY DHI END-USER LICENCE AGREEMENT

The expert in WATER ENVIRONMENTS



#### You are about to install one or more DHI copyrighted MIKE software products

After completion of this installation the product(s) will operate as Demo Version(s), unless a licence file and dongle is provided with the installation (on a separate media) or you have purchased a full licence. The Demo Version is provided by DHI for evaluation purposes only. Any other use of the software requires that you obtain a licence from DHI and accept the MIKE Powered by DHI licence conditions.

If you have already obtained a licence and a dongle from DHI or if you have purchased a full licence and want to enable the Full Version of the software, then please read the following agreement, understand it, and agree to be bound by its terms and conditions. If you are using a Demo Version the same terms and conditions shall apply, but your licence and use shall be limited to evaluation purposes only:

#### MIKE POWERED BY DHI LICENCE AGREEMENT

This is a legal agreement (*Agreement*) between you, the end-user, a natural person or any legal entity that you represent, and DHI.

BY OPENING THIS SEALED PACKAGE OR INSTALLING OR USING THE SOFTWARE OR CLICKING TO CONFIRM YOUR ACCEPTANCE OR SIGNING A PURCHASE ORDER OR SIMILAR TO WHICH THIS LICENCE AGREEMENT IS ATTACHED OR REFERENCED, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT YOU DO NOT OBTAIN A LICENCE AND YOU ARE NOT ENTITLED TO USE THE SOFTWARE. IN SUCH CASE YOU MUST PROMPTLY DELETE THE SOFTWARE AND RETURN THE PACKAGE TOGETHER WITH THE ACCOMPANYING ITEMS (WRITTEN MATERIALS, BINDERS, COPY PROTECTION DEVICE, OR SIMILAR ITEMS) TO THE PLACE FROM WHERE YOU OBTAINED THEM FOR A FULL REFUND OF YOUR PURCHASE PRICE. IN ORDER TO RECEIVE A REFUND THE RETURN MUST BE COMPLETED NO LATER THAN 5 WORK DAYS AFTER DELIVERY OF LICENCE FILE.

This is a licence agreement and not an agreement for sale. This Agreement gives you certain limited rights to use the proprietary MIKE Powered by DHI software in object code form (hereinafter referred to as 'Software'), hard-copy and/or digital documentation and hardware authorisation device (*dongle*). All rights not specifically granted in this Agreement are reserved to DHI.

#### I DHI SOFTWARE LICENCE AND CONDITIONS

##### 1 Grant of licence

DHI hereby grants you (hereinafter the LICENCEE) a non-transferable, non-exclusive right to use for a period as set out in the purchase order one copy (seat) of the Software and related documentation on a single, fully owned and controlled by you, physical computer (single user licence seats), or one or more copies (seats) of the Software and related documentation on several, fully owned and controlled by you, physical computers connected in a network (network licence seats). The period, any subscription terms for recurring periods, and the number of copies of the Software that you are licensed to use simultaneously are determined by your specific purchase of licences from DHI.

If you have purchased one seat for a single user licence, then the Software may not be used on more than one (1) physical computer at the same time. The number of seats you have purchased determines the maximum number of simultaneous simulations that you are allowed to execute on the physical computer.

If you have purchased one or more seats for a network licence, then you are allowed to use the Software simultaneously on as many physical computers on your network as you have purchased seats. The number of seats also determines the maximum number of simultaneous simulations and editing sessions that you are allowed to execute on your network.

You are not allowed to by-pass the licence control system or take any other action which might enable you to use more copies of the Software simultaneously, than you have purchased. In case of such breach DHI is entitled to claim a contractual penalty/agreed penalty from the LICENCEE in the amount of € 100,000 per breach incident regardless if DHI is able to demonstrate any loss and an additional € 100,000 for each 2 weeks the breach continues regardless if DHI is able to demonstrate any loss. Payment of such contractual penalty/agreed penalty does not limit the DHI's right to seek injunctive relief or claim damages, provided that the amount of such damages exceeds the penalty amount paid by the LICENCEE. Payment of the contractual penalty/agreed penalty will not release the LICENCEE from its obligations and consequently the payment of such penalty will not entitle the LICENCEE to act in breach of this clause.

## 2 Term of agreement / termination

The term of the licence granted hereunder shall be in accordance with the purchase order unless terminated earlier by either party as provided in this Section.

In the event of your material breach of this Agreement, DHI shall be entitled to immediately terminate the Agreement.

In the event of DHI's material breach of the Agreement you shall be entitled to give notice of termination to DHI. If DHI has not cured such breach within thirty (30) days following such notice, LICENCEE shall be entitled to immediately terminate this Agreement by written notice to DHI.

If the parties have agreed to a subscription model such subscription may be terminated by you by giving a 6 months' notice.

Should the subscription be terminated for any reason, you agree to cease using and deleting all copies of the Software, and to return immediately to DHI, at your sole expense, all Software including documentation and any copies thereof.

Sections I (2) (*Term of agreement/termination*) (with respect to effect of termination), I (3) (*Proprietary rights*), II (*Limited warranty*), III (*Limitation on liability*), IV (*Indemnity*) and V (*Miscellaneous*) of this Agreement shall survive any termination hereof. DHI's rights and remedies hereunder shall be in addition to any other rights or remedies DHI may have at law or in equity.

## 3 Proprietary rights

All rights, title and interest, including without limitation all patent rights, proprietary rights, trade secrets, trademarks, copyrights (whether national and international) in and to the Software 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.

You acknowledge that no title to the intellectual property in the Software is transferred to you. You further acknowledge that title and full ownership rights to the Software and related documentation will remain the exclusive property of DHI or its licensors, and you will not acquire any rights to the Software or the documentation except as expressly set forth above.

You agree not to dispute or contest, directly or indirectly, DHI's right, title and interest in and to the Software and related documentation. You agree that any permitted backup copies of the Software and/or related documentation must include all confidential, proprietary, patent, copyright and/or trademark documentation will remain the exclusive property of DHI or its

licensors, and you will not acquire any rights to the Software or the documentation except as expressly set forth above.

You agree not to dispute or contest, directly or indirectly, DHI's right, title and interest in and to the Software and related documentation. You agree that any permitted backup copies of the Software and/or related documentation must include all confidential, proprietary, patent, copyright and/or trademark notices contained on the original. DHI's trademarks can only be used to identify output produced by the Software.

You agree that any and all uses of any DHI trademarks by you shall inure to the benefit of DHI, including without limitation, all goodwill associated therewith, and DHI shall exclusively own all trademark and other intellectual property rights created by such uses. In connection therewith, you agree to take all reasonable actions, as may be requested by DHI, to perfect and/or protect DHI's trademark and other intellectual property rights in and to the Software and related documentation. Any and all registrations and/or filings of trademark applications relating to the Software and/or related documentation shall be made solely in the name of DHI. DHI reserves all rights not expressly granted hereunder.

## 4 Reverse engineering

You agree that you will not attempt, and, if you are a corporation, you will use your best efforts to prevent your employees and contractors from attempting to reverse engineer, decompile, modify, adapt, translate or disassemble the Software, except to the extent permitted by mandatory laws of your jurisdiction solely to render the Software interoperable with other software and only after providing notice to DHI.

## 5 Not transferable

Except as provided herein or agreed beforehand in writing with DHI, you shall not sell, rent, lease, sublicense, lend, assign, or time-share the licence, Web Services based on the Software, or Documentation. You shall not act as a service bureau or commercial application service provider (ASP) that allows third-party access to the Software, Web Services based on the Software or Documentation. You shall not use the Software, Web Services, or Documentation for a site or service and operate the site or the service for a profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service).

## 6 Third party licence conditions

The Software may include components developed by a third party or by third parties and included in the Software in accordance with a special agreement between DHI and the relevant third party or third parties.

Specific conditions apply for each third party component. These conditions are provided in Annex A, which constitutes an integral part of this Agreement.

## II LIMITED WARRANTY

### 1 Limited warranty

DHI warrants and represents that DHI is the owner of the Software or has the right to licence the Software in accordance with this Agreement.

For a period of 12 (twelve) months from the date of receipt – but only so long as the Software is properly used in the operating environment specified in the documentation – DHI warrants that the Software will perform substantially in accordance with the accompanying written documentation. DHI explicitly does not warrant that use of the Software will be error-free or uninterrupted.

EXCEPT AS EXPRESSLY STATED HEREIN, DHI MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION

OR WARRANTY AS TO THE SOFTWARE OR THE DOCUMENTATION'S MERCHANTABILITY, FITNESS FOR ANY INTENDED USE OR PARTICULAR PURPOSE.

No person, dealer, or company may expand or alter this warranty. 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 you. To the extent permissible, any implied warranties are limited to ninety (90) days. This warranty gives you specific legal rights. You may have other rights, which vary from jurisdiction to jurisdiction.

Neither the Software nor your agreed and lawful use of the Software will to DHI's knowledge infringe any patent, copyright, trademark, trade secret, or any other proprietary right of any third party.

The Software shall to the best of DHI's knowledge not contain any codes, commands or instructions, including viruses, time bombs, worms, and Trojan horses, that may, or may be used to damage the Software, other products, your information or other your property.

## 2 Remedies

In the event of a breach of the above limited warranty (the "Limited Warranty") by DHI, the entire liability of DHI and your sole and exclusive remedy shall be, at DHI's discretion, either (a) repair or replacement of the Software that does not meet the Limited Warranty of DHI or (b) termination of the Agreement and the licence in which case you shall be entitled to a return of the purchase price paid by you for the Software that does not meet the Limited Warranty of DHI, provided you have returned the Software to DHI with a copy of your receipt. This Limited Warranty is void if failure of the Software has resulted from abuse, misuse or misapplication of the Software or from an accident that is beyond the control of DHI, as DHI may determine in its sole discretion.

Any replacement Software will be warranted as described above for the longer of the remainder of the original warranty period and 90 (ninety) days from shipment by DHI to you of such replaced Software.

## III LIMITATION ON LIABILITY

IN NO EVENT SHALL DHI OR ITS REPRESENTATIVES (AGENTS AND SUPPLIERS) BE LIABLE FOR ANY DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, 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 OUT OF THE USE OF OR THE INABILITY TO USE THIS DHI SOFTWARE PRODUCT, EVEN IF DHI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW. 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 TO YOU.

NOTWITHSTANDING THE ABOVE, DHI'S TOTAL LIABILITY (WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE FEE FOR LICENCE PAID BY YOU UNDER THIS AGREEMENT.

BY AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT, YOU HAVE ACCEPTED THAT THE ABOVE LIMITATIONS OR THE MAXIMUM LEGALLY APPLICABLE

SUBSET OF THESE LIMITATIONS APPLY TO YOUR PURCHASE AND/OR USE OF THIS SOFTWARE.

## IV INDEMNITY

You agree to indemnify, defend and hold harmless DHI and its licensors against any claims, damages, obligations, liabilities, expenses and costs (including attorneys' fees and costs) arising out of or related to your use (including use of the output of the use) of the Software and related documentation.

## V MISCELLANEOUS

### 1 Taxes

All sums payable under this Agreement are exclusive of VAT and any and all indirect or direct taxes and other duties, including but not limited to any relevant or required state or local sales taxes and any all withholding taxes on international purchases.

### 2 Complete agreement

This 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 this Agreement and which is duly executed by both parties.

### 3 Whole or partial

If any or more of the provisions of this Agreement are finally adjudicated to be partially or entirely unenforceable by a court of competent jurisdiction, then this Agreement shall be construed as if such unlawful provision had not been contained herein, but the remainder of the Agreement shall remain in full force and effect.

### 4 Waiver

A waiver of any breach or default under this Agreement shall not be 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 Agreement shall not constitute a waiver of such term or condition.

### 5 Governing law

This Agreement is governed by and will be interpreted in accordance with Danish law, excluding its conflicts of law rules. Any dispute arising out of this 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.

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 (claims of less than DKK 800,000) or (ii) by arbitration by the Danish Institute of Arbitration (claims of DKK 800,000 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.

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.

## 6 Read and understand

You acknowledge that you have read this Agreement, understand it, and agree to be bound by its terms and conditions.

### ANNEX A

#### Third party software licence conditions

#### RUN-TIME SOFTWARE SUBLICENCE AGREEMENT

##### For ArcEditor® GIS – an ESRI product

Certain DHI Software products are licensed together with a Run-Time Sublicence for ArcGIS ArcEditor® amended to access a personal Geodatabase.

ArcGIS ArcEditor® is copyrighted by Environmental Systems Research Institute Inc. All Rights Reserved – except to the extent that they are specifically granted to the end-user through this Licence Agreement.

##### Run-time licence conditions

All restrictions and requirements described in the main MIKE Powered by DHI Software Licence Agreement also apply to this Run-Time Sublicence.

SPECIFICALLY THE LIMITATIONS ON LIABILITY AND LIMITED WARRANTY CLAUSES (SECTIONS II AND III) ALSO APPLY FOR THE SOFTWARE LICENSED UNDER THIS RUN-TIME SUBLICENCE.

In addition, the following restrictions and requirements apply to the use of ArcGIS:

- A** The use of ArcGIS shall be limited to use of the executable code.
- B** The ArcGIS software shall not be subject to time-sharing, loan, lease, rental, use for commercial network services or interactive cable or remote processing services.
- C** The ArcGIS software shall not be used in an Internet or Intranet environment, except with the express written permission of ESRI and the payment to ESRI of the appropriate fees.
- D** The ArcGIS software shall not be duplicated except for a single archival copy (reasonable sublicensee back-up copies are permitted).
- E** Upon termination of the sublicense, sublicensee shall submit in writing to DHI that it has destroyed or will return to DHI all copies of the ArcGIS software in its possession or control.
- F** The ArcGIS software shall not be exported from the country of original installation.
- G** Sublicensee shall refrain from removing or obscuring any copyright, trademark notice or restrictive legend.
- H** The use of ArcGIS is restricted to editing the Geodatabase generated by the DHI product to which it is licensed.
- I** The ArcGIS cannot be used to access an SDE database unless specifically licensed to do so (multiuser option).

#### CONDITIONS FOR USE OF GLOBAL CHART DATABASE

##### C-MAP CM-93/3 Professional - a Jeppesen Marine product

The MIKE Powered by DHI product MIKE C-Map for easy generation of model bathymetries is approved by Jeppesen Norway to comply with their CM-93/3 digital chart technology.

The use of MIKE C-Map requires not only a MIKE Powered by DHI software licence, but also a licence to C-Map chart coverage. Part of this licence fee is used to pay royalties to hydrographic offices worldwide, which supply the source data used as the basis for the digital charts.

The digital charts are protected with a C-Map dongle and licence file. The information on water depths or land contours extracted using MIKE C-Map is encrypted and can only be viewed and further processed using the tools available in the MIKE preprocessing and post-processing tools for generating bathymetries. The MIKE C-Map and associated C-Map chart licence is used to generate bathymetries for use in DHI's MIKE models.

When reporting the project it may be relevant to include illustrations showing the selected C-Map area and the location of extracted information. This is not regarded as a violation of the MIKE Powered by DHI software and C-Map licence agreements.

Any attempt to reproduce and further distribute original software and data is regarded as a violation of copyright.

Users of the licensed product MIKE C-Map (including C-Map chart data), who want to use the generated bathymetries in other numerical models than the MIKE models, are allowed to convert the processed gridded bathymetries (.dfs2 or .mesh files only) into the ASCII files for subsequent use as the basis in non-MIKE models.

To protect original manufacturers' products and copyrights, the use of such ASCII files requires that:

- 1) the numerical models be executed on the same PC or workstation, on which the bathymetries have been created, using MIKE C-Map and C-Map chart data.
- 2) bathymetries originating from the licensed products, MIKE C-Map and C-Map, may only be transferred to a third party provided that this third party obtains a licensed copy of both MIKE C-Map and the relevant C-Map chart data.

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