

Viewer License Conditions

INOSIM GmbH

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Preamble

INOSIM has developed the software mentioned herein and is the owner of the software. INOSIM is ready to grant license rights to the license holder free of charge due to the license conditions listed below.

1 Terminology

If in the context of these License Conditions nothing else is specified, the following terms have the meanings as enlisted below:

1.1 *Licensed Software* or *Software* means the INOSIM Viewer software. The INOSIM Viewer is a license type nearly exclusively for viewing simulation results without editing. Simulation, optimization, statistical analysis, and changing parameters is not possible. Only projects can be imported, renamed, and deleted.

1.2 *Reference Environment* means the computer hardware and the operating system, as specified by INOSIM, on which the software is licensed for use.

2 License Grant

2.1 INOSIM hereby grants the license holder, as fixed in writing in the document Agreement_INOSIM_Viewer and transferred to INOSIM, the non-exclusive, non-transferrable, temporally and locally unlimited right to apply the licensed software in the object code and the software documentation for the license holder's internal use, on the designated hardware.

Without limitation of the above, the license especially does not include the right to change, to copy, to port, to decompose, to re-develop or to translate the licensed software. Besides, the license holder has no right to transfer the rights of the licensed software and the software itself to third parties or to offer it for leasing or hiring or pawning, or to decree on the software in any other way.

2.2 The license holder is entitled to produce copies of the setup of the delivered licensed software, exclusively for internal use as described under 1.1.

2.3 The licensee is entitled to pass on the software and/or the access data for the download of the software provided by INOSIM to third parties exclusively for the purpose of sales support for INOSIM. This requires the consent of the licensee to inform INOSIM within 24 hours about the transfer, as well as to forward the contact data of the company/person to whom the transfer was made to INOSIM within 24 hours.

3 Software from third parties

3.1 The licensed software may include freeware or shareware provided to INOSIM by third parties. INOSIM did not pay license fees for such freeware or shareware, and to the license holder no fee is accounted for their use as well. The license holder takes notice and agrees on that INOSIM will not provide any liability regarding the property and/or use of freeware or shareware by the license holder.



4 Copyright, Trademark, Property, Public Relations

4.1 All rights, titles, and legal claims regarding the licensed software (even in parts) and the software documentation (even in parts) completely remain with INOSIM or their third license providers, with the exception of the rights explicitly granted by these License Conditions. The license holder acknowledges that no rights regarding the licensed software and software documentation are granted to him with the exception of the rights explicitly granted by these License Conditions.

4.2 Due to these License Conditions, the license holder is not authorized to use trademarks of INOSIM, their third license providers, or other trademarks which might resemble those carrying danger to confound, without explicit permission by INOSIM.

4.3 The license holder is obliged to keep, to reproduce resp. to add therein all declarations and notes (including copyright and trademark notes) which are contained in the licensed software or software documentation, in all copies of the licensed software and/or software documentation in the same form and way as been provided by INOSIM.

4.4 The license holder in any case has to take any efforts acceptable to keep the property resp. protection rights of INOSIM and those of the license provider(s) to INOSIM regarding the licensed software and software documentation.

4.5 The license holder is not authorized – and has to prevent others from – to copy, to translate, to modify, to produce derived works, to decompose, to re-develop, to decompile or to apply the licensed software and software documentation in any other way than specified in the amount defined by these License Conditions or usual law.

5 Material defects – software or documentation errors

5.1 For material defects, i.e., deviations of the software from the accompanying documentation (in the following called errors), errors of the media or documentation, INOSIM is liable only if INOSIM has concealed the defect maliciously.

5.2 Further or different claims from those regulated in this section 5 of the license holder, for whatever legal reason against INOSIM and their agents due to a defect, are excluded. INOSIM eliminates faults in the software by choice of INOSIM by providing a new output state (Service Pack), or by an upgrade in which the fault is cleared.

5.3 The provisions of this section shall apply to material defects in the documentation and in the case of wrong or too little supply.

6 Prices and payment terms; other support

6.1 INOSIM provides the licensee with the software, which is subject of these license conditions, free of charge and for an unlimited period of time. The support free of charge includes the creation of a user account on the INOSIM homepage for downloading the licensed software, the software documentation and installation instructions, as well as the transmission of access data to the download area to the licensee by INOSIM.



6.2 INOSIM due to the current list prices at INOSIM separately is billing:

6.2.1 Support for the commissioning of the software

6.2.2 Support for the analysis and removal of defects that are not caused by improper handling or by other circumstances not originating from the software, or about which the license holder has not informed INOSIM in writing after the limitation period. Payments are due within 10 days after INOSIM has provided the support and the bill is received by the license holder.

7 Commercial property rights and copyrights; defects

Unless otherwise agreed, INOSIM is obliged to deliver the software solely in the country of the delivery destination free of commercial property rights and copyrights of third parties (in the following called Property Rights). If a third party due to infringement of property rights of licensed software by INOSIM raises a justified claim against the license holder, the license holder will release INOSIM from all of these claims.

7.1 Claims of the license holder are excluded as far as he is in charge of the infringement.

7.2 Claims of the license holder are furthermore excluded as far as the infringement was caused by special conditions of the license holder, by use not predictable by INOSIM or in the case that the license holder has applied the changed software or applied it together with other products which were not delivered by INOSIM.

7.3 Further claims or claims different from those regulated in this section 7 of the license holder against INOSIM and their agents due to a defect are excluded if not due to intent or gross negligence or injury of life, limb or health or because of the assurance given by the absence of a defect there is liability. A change in the burden of proof to the detriment of the license holder is not given with the above regulations.

7.4 The above points refer to legal defects in the documentation.

8 Default

8.1 In case of non-compliance with the deadlines for delivery due to force majeure such as mobilization, war, rebellion, pandemics, or similar events, e.g. strike, lockout, such time shall be extended.

8.2 Claims for damages of the licensee due to delay of the release are excluded in all cases of delayed release, even after expiry of any set time limit for release.

8.3 The license holder is obliged to declare at the request of INOSIM within a reasonable period, whether due to the delayed release of the provision he is to continue claiming cession and/or on which of the rightful claims and rights he insists.



9 Inability, adjustment of these Agreement

9.1 As far as the release of the software/documentation is impossible, the license holder is not entitled to claim damages. The right of the license holder to cancel the Agreement remains unaffected.

9.2 In case of temporary impossibility, section 8 (Default) is to be applied.

9.3 Where unforeseeable events within the meaning of section 8.1 change the economic importance or the contents of the cession significantly, or the operation of INOSIM significantly, the Agreement under the principle of good faith will be adjusted appropriately. If this is not economically justifiable, INOSIM has the right to withdraw from the Agreement. If INOSIM wishes to exercise this right of rescission, it shall, without delay after having realized the repercussions of the event, inform the license holder, even if at first with the license holder an extension of the delivery time was agreed upon.

10 Other compensation claims

10.1 Any further claims (in the following: Compensation Claims) of the license holder regarding damages and expenses, for whatever legal reason, including infringement of duties arising from the contract or tort, are excluded.

10.2 This does not apply to mandatory liability, e. g., under the Product Liability Act, in cases of willful misconduct, gross negligence, injury of life, limb or health, due to taking over the guarantee for the quality of a thing, because of fraudulent concealment of a defect or violation of essential obligations from the Agreement. The claim for damages due to breach of fundamental obligations from the Agreement is limited to typical, foreseeable damage if there is no willful misconduct or gross negligence, or liability for injury to life, limb or health.

10.3 In so far as to the license holder under this section compensation claims are entitled, these expire upon expiration of the legal statute of limitations for warranty claims. This does not apply to intent, gross negligence, injury of life, limb, or health or for any fraudulent concealment of a defect or in case of claims under the Product Liability Act.

10.4 A change in the burden of proof to the detriment of the license holder is not connected with the above regulations.

11 Export permits, transfer of agreed upon rights and obligations

11.1 The export of software and documentation may – for example, by its nature or intended use – be subject to approval (if need be, see references in the Agreement).

11.2 INOSIM may assign its rights and obligations under this License Conditions to a third party. The transfer is not effective unless the license holder four weeks after receipt of a notification, objects to them in writing within. INOSIM will point to this in the notification.

12 Jurisdiction and applicable law, validity of the Agreement

12.1 The sole jurisdiction, if the license holder is a merchant, is the County Court of Lübeck,



Germany.

12.2 For the agreed upon relationships, German substantive law is applied, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

12.3 These License Conditions remain binding even in case of legal invalidity of individual provisions in its other parts. This does not apply if adherence to the License Conditions would be unreasonable for a party.

13 Liability of the licensors to INOSIM against the license holder

The software can be licensed software, i. e. software that was not developed by INOSIM itself, but which was licensed to INOSIM by third parties (in the following called Licensors), e. g. Microsoft Licensing Inc. Does the license holder in this case receive conditions from the software licensor, these apply with respect to the liability of the licensor to the license holder. For the liability of the license holder against INOSIM, these License Conditions apply.

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