



## LICENSING TERMS COLDSTREAM™

**Company/organization explicitly declares that these Licensing Terms are entered into by its legal representative. User (employee of Company or in any other way linked to Company) explicitly represents and warrants that he/she has the full power, authority and legal right to execute and deliver this Agreement, grant the rights granted herein perform its obligations, and to enter into this Agreement.**

These licensing terms are the legal terms that apply between Diabatix NV ("Diabatix") and company/organization ("Company") and/or users of Coldstream™ ("Users"). These terms form the integral agreement between Diabatix and the Users, together with the quote and privacy policy ("Agreement"). This Agreement shall supersede, without any exception, any and all User's terms and conditions of purchase, including any oral or written communications that are not expressly incorporated herein, even if they stipulated the opposite.

Based upon the representation mentioned above, it is understood that the Company (through its authorized legal representative) is responsible and liable for all Users of the Diabatix Coldstream™ Platform ("Coldstream™").

### 1. OBJECT

Coldstream™ is an in-browser platform that enables users to analyze or to apply generative design to thermal and flow problems. Usage of the platform only requires connecting to the hosting domains used by ColdStream. It does not require to install any additional software, nor does it require any special hardware. The platform relies on advanced design and analysis methods which are regularly updated. ColdStream offers access to several libraries and a wide range of features that allow for convenient case and project management. Through the combination of analysis, shape generation and generative design technology, ColdStream enables users to introduce physics-informed design into their own design workflow.

The platform offers users the possibility of uploading the initial geometry into Coldstream™, define the boundary conditions, define the manufacturing method, set the design targets, generate thermal component designs and to download the resulting geometry. In addition to the design functionality, Coldstream™ can also be used to simulate flow and thermal problems by relying on state-of-the-art simulation methods. Computational resources are allocated to every account expressed in an equivalent of credits. The total amount of credits allocated to the account depends on the subscription plan. Every generative design or simulation case requires a certain number of credits to execute the process. When a case is running, these credits will be "in use" meaning that they cannot be used to start other processes. Upon completion, the credits are available again allowing users to use them to start a new case. Multiple cases can be executed at the same time provided the available credits are sufficient.

### 2. PURPOSE

The permitted purpose ("Purpose") of Coldstream™ is: Analysis, development or design of flow or thermal components through the application of generative thermal design and/or by means of simulations. Notwithstanding the foregoing permitted purpose, Coldstream™ may not be used for



the design, development, production or use of nuclear, chemical or biological weapons or missiles unless the user has first obtained all required approvals and export licenses as may be required by law.

No other purposes are allowed.

### 3. USERS

In order to be able to use Coldstream™, you need to register as user of Coldstream™ and Diabatix shall accept your registration under the conditions as defined in this Agreement and create a User account in the form as defined below.

| User type | Functionalities   |
|-----------|---|
| Admin     | Every Company has at least one admin. The admin has all possible privileges and can add users and change user roles within a Company.   |
| User      | A user can edit all cases of the Company, download, upload files submit cases for execution. A user cannot change user roles.   |
| Viewer    | A viewer is only able to view all pages of the Company. A viewer cannot download or upload files, nor can a viewer define, modify or run any cases.                           |
| Academic  | This account is foreseen for academics and can allow for the use of specific research related functionalities   |
| Student   | This is a limited account for using Coldstream™ only admitted to students selected by Diabatix  |
| Tester    | This is a limited account for testing and using Coldstream™ only admitted to Testers selected by Diabatix   |
| Partner   | A partner refers to any third-party entity that contributes material properties, manufacturing properties, or any other library data to Coldstream™ for use by all customers. |

A Tester and a Student will be allowed access to Coldstream™. However, not all Coldstream™ functionalities are activated:

- Testers and Students will have the following limited possibilities:
  - have a credit capacity of one credit (= 1) or a limited capacity defined by Diabatix. This capacity can at any time be changed by Diabatix;
  - can insert certain limited data defined by Diabatix. These data can at any time be changed, modified, edited by Diabatix;
  - only have email support in case you have problems accessing Coldstream™, no other support is included;

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- only for the Tester:
  - will have a Tester account for a period of maximum (3) months after the subscription date;
  - Diabatix will at any time, for any reason have the right to terminate this test account by sending an email to the Tester and this without paying any damages for termination. The test account will be closed one (1) day after sending the email.
- only for the Student:
  - will need to prove their student-status based upon the official student passport of the University, college or other academic institutions and renew this obligation on a yearly basis. Copy of the student passport will be added to the subscription by email and will be protected by the Diabatix Privacy Policy as defined in article 9;
  - will have a Student account for a period of one (1) year after the subscription date;
  - Diabatix will at any time, for any reason have the right to terminate this Student account by sending an email to the Student and this without paying any damages for termination. The Student account will be closed one (1) day after sending this email or as otherwise agreed upon with the Student;
  - Diabatix is free to renew or not the Student account on a yearly basis. If the Student wants to renew its account for another period of 12 months, he/she will send a written request to Diabatix one (1) month before the end of the respective term. If the renewal is not confirmed in writing by Diabatix at the end of the respective term, the Student account will be terminated.

It is understood that these Licensing Terms will be applicable to all Testers and Students and this in line with their test or student account. Tester and Student will not be able to access or use any other functionalities than those granted access to by Diabatix. The accessible functionalities can at any time be changed by Diabatix. In case Tester and Student wants to subscribe for another User account, this can be done by registration as defined in these Licensing Terms.

A Partner is an extension of the 'User' user type. In addition to the User functionalities, the Partner:

- grants Diabatix a non-exclusive, worldwide, royalty-free license to incorporate, display, and distribute the contributed data of their choice within Coldstream™ to all users.
- represents and warrants that all data provided is accurate, complete, and complies with all applicable laws and regulations. Diabatix shall not be liable for any errors or inaccuracies in the contributed data.
- agrees to indemnify, defend, and hold harmless Diabatix, its affiliates, and users from any claims, damages, or losses arising out of or related to the contributed data, including but not limited to inaccuracies or legal infringements.
- agrees to provide data that adheres to Diabatix's quality and compatibility standards. Diabatix reserves the right to reject or remove any data that does not meet these standards.

All users types

- will pay an administration fee as agreed upon with Diabatix;
- with the exception of Testers and Students, will have access to all projects within their Company. In addition, users cannot be granted access to projects from other companies.

Diabatix as owner of Coldstream™ (and of all updates and upgrades of the Platform, all referred



to as Coldstream™) will have the following authorities within Coldstream™

|                  |  |  |
|------------------|--|--|
| Platform manager | Diabatix is the administrator of Coldstream™ <ul style="list-style-type: none"><li>• Super User</li><li>• Super Viewer</li></ul> | Administer all functionalities of Coldstream™. This includes all help functionalities within the different accounts. Update and Upgrade Coldstream™ at any time. |
|------------------|--|--|

## 4. GRANT OF LICENSE

Under the conditions of this Agreement, Diabatix grants a non-exclusive and non-transferable license to use Coldstream™ for the permitted Purpose. Diabatix also grants a non-exclusive, non-transferable, and limited license to use the patents associated with Diabatix's technology solely within the scope of their use of Coldstream™. This license is restricted to activities directly enabled by Coldstream™ and does not extend to any other use, application, or purpose. The User agrees to use Coldstream™ for the permitted Purpose in accordance with the terms and conditions of this Agreement.

User shall not and shall not allow third parties to:

- sublicense, transfer, sell, assign, lease or make any other commercial use of its User account and/or of Coldstream™ or any part of Coldstream™;
- reproduce, redistribute, arrange or make available to any third party any part of its User account and/or Coldstream™ or any part of Coldstream™;
- decompile, reverse engineer, copy or disassemble Coldstream™ or any portion of Coldstream™ or attempt to discover any source code, object codes or other software codes;
- abuse or to permit to abuse any trade secrets, copyrights or trademarks or trade names from Diabatix, third party suppliers of Diabatix and/or Coldstream™ during the term of this Agreement or after expiration or termination of this Agreement;
- implement any data which are infringing any applicable laws or regulations;
- use Coldstream™ in violation of any applicable laws or regulation, including anti-bribery legislation;
- attempt to gain unauthorized access to Coldstream™
- assure that the data uploaded in Coldstream™ is free from any viruses, worms, Trojan horses, malicious codes or any harmful or destructive content.

Diabatix is the owner of the intellectual property rights subsisting in or used in connection with Coldstream™, including the manner in which it is presented or appears and all information relating thereto or has the necessary licenses in place with third party suppliers.

All know-how and technology with regards to Coldstream™, whether coverable or covered by an intellectual property right or not, owned by Diabatix existing prior to the entry into force of this Agreement or resulting from activities which are independent from, even if concurrent with, this Agreement and existing throughout this Agreement and which can be defined as a set of libraries, executables and configuration files ; including the generative design software (licensed and/or



owned by Diabatix), all related object codes, source codes and all other forms of software codes part of Diabatix's generative design software, algorithms, calculation scripts, designs, analysis methods and the process of creating a technical drawing ( including the process whereby AI and generative design make it possible for third party's applications/tools to lead to the ultimate result namely a data set (e.g. CAD file) describing optimized generative thermal designs) are the sole and exclusive property of Diabatix.

All data and parameters implemented in Coldstream™ by the User are the sole and exclusive property of the Company. The final result ("Result") generated from Coldstream™ and which can be defined as a generative thermal design in the form of a data set (e.g. CAD file) , which includes all information with regard to material, dimensions, tolerance and manufacturing method is the sole and exclusive property of the Company.

Diabatix is provided a strictly limited license to the data and Result of the Company for the sole purpose of providing the service under this Agreement meaning operating and administering Coldstream™. Diabatix commits to keeping and maintaining the data and Result in strict confidence and will not make the Company's data or Result visible or available to any third party for any reason, except as necessary to provide the agreed-upon services. This includes data transfer to trusted service providers, solely in the framework of operating and administering Coldstream™. In all such cases, data is stored or transferred in an unreadable, encrypted format, and access is strictly controlled.

Diabatix further undertakes to take all necessary precautions, in line with its ISO 27001-certified information security management system, to prevent the loss or alteration of the data, unauthorized access by third parties, or any unintended communication or dissemination of the same. This commitment extends beyond the termination of this Agreement, ensuring continued protection of the Company's data and Result.

## 5. OPERATIONAL TERMS

When using Coldstream™, you will use reasonable efforts to follow the recommended practices specified at <https://coldstream.readme.io/docs>.

## 6. FEES AND PAYMENT TERMS

User shall pay to Diabatix a Fee for the use of Coldstream™ as defined in the Diabatix Quote ("Quote"). The Quote will be sent to User, who needs to approve the Quote within thirty (30) calendar days after the date of the Quote by sending a purchase order. With reference to the representation above, the purchase order can only be delivered to Diabatix if and when approved by the authorized legal representative of the Company that enters into this Agreement. As of that moment the Quote is final and binding for the User and the access to Coldstream™ will be approved by Diabatix, which will be considered as the order confirmation by Diabatix.

Upon receipt of your Purchase Order, Diabatix shall promptly, and at the latest within five (5) business days, issue an Order Schedule confirming the details of the order. You are required to review and sign the Order Schedule as an acknowledgement of its terms and conditions. Such signed acknowledgement must be returned to Diabatix within fifteen (15) days from the date of the Order Schedule's issuance. In the event that the Order Schedule is not signed within the specified fifteen (15) day period, the contents of the Order Schedule shall be deemed to have been



accepted (the date of acceptance). Following the acceptance of the Order Schedule, either through explicit signature or implicit non-response as outlined above, you are entitled to activate and commence the use of Coldstream™ within and no later than a thirty (30) day period from the date of acceptance.

Any subscription for Coldstream™ consists of at least one license to any of the main packages, supplemented with optional additional features:

|                            | Thermal analysis | Generative design | Academic package | Startup package |
|----------------------------|------------------|-------------------|------------------|-----------------|
| Platform access            | Yes              | Yes               | Yes              | Yes             |
| Credit capacity            | Custom           | Custom            | Custom           | Custom          |
| Basic thermal analysis     | Yes              | Yes               | Yes              | Yes             |
| CFD thermal analysis       | Yes              | Yes               | Optional         | Optional        |
| Concept design generation  | No               | Yes               | Yes              | Yes             |
| Detailed design generation | No               | Yes               | Optional         | No              |
| Email support              | Yes              | Yes               | Yes              | Yes             |
| Additional credits         | Optional         | Optional          | Optional         | Optional        |
| Additional storage         | Optional         | Optional          | Optional         | Optional        |
| Additional support         | Optional         | Optional          | No               | No              |

The subscription fee ("Fee") will remain fixed during the initial term of your subscription unless (i) you exceed any of the applicable limits, (ii) you upgrade products or base packages, (iii) you subscribe to additional features or products, or (iv) otherwise agreed to in your Quote.

Diabatix reserves the right to periodically review and adjust the pricing of your subscription. Any changes in pricing will be effective at the earliest thirty (30) days after the review. Upon renewal, we may increase your Fees up to our then-current list price set out in our Product and Services Catalog. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal and the increased fees will apply at the start of the next renewal term. If you do not agree to this increase, either party can choose to terminate your subscription at the end of your then-current term by giving the notice required in the 'Term and Termination' section below.

You may choose to cancel your subscription early at your convenience provided that, we will not provide any refunds of prepaid fees or unused Subscription Fees, and you will promptly pay all unpaid fees due through the end of the Subscription Term.

All fees are exclusive of VAT. All fees are payable within 30 days after the invoice date.

## 7. TERM AND TERMINATION

The term of this Agreement and therefore the subscription to Coldstream™ shall be effective for a subscription term of 12 months starting from the subscription date in Coldstream™, unless otherwise specified in the Quote. At the end of the first subscription term, the subscription will be automatically renewed for other periods of 12 months and this until terminated as defined below. ("Subscription Term").

Unless otherwise specified in your Order, to prevent renewal of your subscription for another period of 12 months, you must give written notice of non-renewal by registered letter at the latest 60 days before the end of the then current Subscription Term.

Diabatix has the right to terminate this Agreement at any time by giving 30 days written notice, without paying any damages for termination.

Each party may terminate this Agreement, by registered letter, with immediate effect and without paying any damages for termination, if another party does not properly fulfil an obligation to be performed by that party under this Agreement, that party shall be given a reasonable cure period to rectify its breach, provided such breach is curable. If the breach is not cured within such reasonable time or the breach is not curable, the other parties have right to terminate the Agreement

## 8. CONFIDENTIALITY

Diabatix and User undertake to treat the confidential information obtained under this Agreement in accordance with the principles set forth in this section. For the purpose of this Agreement: confidential information means information and data of whatever nature and in whatever form, including but not limited to all information, know how, technology, algorithms and/or formulas, analyses methods and/or processes, designs, sketches, photographs, plans, drawings, specifications, samples, intellectual property rights, trade secrets, know-how, prototypes, soft- and hardware, source codes, object codes, reports, price list, studies, results, user manuals, instructions, computer programming techniques and all record-bearing media containing or disclosing such information and in any way related to the use of Coldstream™ ("Information").

The receiving party undertakes to use the Information exclusively under and for the permitted Purpose of this Agreement and not to disclose the Information to any third party. Disclosure to its staff members ("Personnel") is only allowed in case Personnel is involved in the performance of this Agreement. Information may only be disclosed to the Personnel who have "a need to know" the Information for the performance of this Agreement, provided that the receiving party hereby warrants that such Personnel will fully and duly abide by the confidentiality obligations under this Agreement. The receiving party disclosing Information to its Personnel will remain responsible and liable in case of breach by the Personnel of the obligations under this Agreement.

The receiving party shall deliver (free of any condition, restriction, lien or other encumbrance) to the disclosing party, upon the latter's request and in any event upon termination of this Agreement, all Information and all copies or other physical embodiments thereof (on whatever media and in whatever form) which shall be in its possession or control and/or in that of its Personnel, provided however that the receiving party shall be permitted to retain one (1) copy of such Information for the sole purpose of performing any continuing obligations under this Agreement or for archival purposes. Notwithstanding the foregoing, the receiving party shall be



permitted to retain such additional copies of or any computer records or files containing such Information that have been created solely by the receiving party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with the receiving party's standard archiving and back-up procedures, but not for any other use or purpose.

The confidentiality obligations shall not apply to any information, which the receiving Party can prove by proper evidence: (i) is or becomes part of the public domain, through no breach of this Agreement by receiving Party; (ii) was available to receiving party on a non-confidential basis prior to its disclosure by disclosing party; (iii) becomes available to receiving party on a non-confidential basis from a party other than disclosing party who is not otherwise bound by a confidentiality agreement with the disclosing party; (iv) is subsequently independently developed by receiving Party, without use of disclosing Party's Confidential Information; (v) is approved for release by prior written authorization of the disclosing party; or (vi) is required to be disclosed by operation of law or by final court or administrative order provided that the receiving party furnishes prior notice of such requirement to the disclosing party and cooperates with the disclosing party in contesting disclosure or obtaining confidential treatment of such disclosure.

Diabatix is expressly permitted to include Company's name in a list of reference customers for promotional purposes and to use Company's corporate signs, trademarks and logos in printed publications and online, in particular, on the Diabatix website for this purpose. Revocation of this permission can be made in writing by the Company at any time.

This Agreement does not transfer ownership of the Information or grant a license thereto. Except to the extent that another section of this Agreement specifically provides to the contrary. The disclosing party will retain all right, title and interest in and to all Information.

## **9. DATA PROTECTION**

Diabatix' Privacy Policy is applicable to this Agreement and each User can access this Privacy Policy: <http://www.diabatix.com/terms/privacy-policy>.

## **10. LIABILITY**

Diabatix and its third party suppliers shall not be liable for any loss of processing expenses, loss of production, loss of revenue, loss of reputation, lost profits, loss of goodwill, loss of data and/or any other consequential or special loss or damage directly or indirectly sustained by User or by any other person whatsoever. Diabatix and its third-party suppliers can only be held liable for actual direct damages caused by its gross negligence or willful misconduct duly proved by User, and Diabatix's and third party's liability will in any event be limited to the total amount of three hundred thousand Euro (300.000 €) per claim and per calendar year.

All express or implied representation and warranties including implied warranty of merchantability, fitness for a particular purpose, non-infringement, uninterrupted or error-free use or operation of Coldstream™ are hereby excluded.

User agrees and acknowledges that the data and parameters uploaded in Coldstream™, whether by the User, a Partner, or any other source are executed and used solely at the discretion and responsibility of the User. Accordingly, Diabatix shall not be liable, nor responsible for i) the correctness, completeness, integrity and accuracy of the any data and parameters uploaded by the User, the Partner or any other source, (ii) any errors, inaccuracies, or misinterpretations arising

from the use of data or parameters contributed by Partners or any other source to the Coldstream™ libraries, (iii) any designs, analyses, simulations, models, or estimations uploaded by User in Coldstream™ or generated by the User using Coldstream™; (iv) any conclusions, decisions or actions taken by the User based on simulations, calculations, modelling, analyses or other processes or operations executed by Coldstream™ or derived by the User from Coldstream™; (v) the technical, scientific, legal and commercial feasibility of any project, product and undertaking by the User based on the Result of generated or derived from Coldstream™, (vi) any indirect, incidental, or consequential damages resulting from the use of Coldstream™, including reliance on data contributed by Partners. All users are solely responsible for independently verifying the correctness, suitability and applicability of such data for their specific use cases.

## 11. APPLICABLE LAW - JURISDICTION

This Agreement is governed by Belgian law. In the event of a dispute the courts of law of Leuven (Belgium) have exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply under this Agreement.

## 12. CODE OF CONDUCT

Diabatix has in force a code of ethics and business conduct summarized here below and Diabatix expects and requires all Users of Coldstream™ to conduct its business and activities with substantially equivalent ethical and business conduct standards when conducting business with Diabatix.

Diabatix's external partners are expected to behave ethically and with integrity in all business transactions. As such, they uphold standards for fair business practices, prohibit payment of bribes, illegal governmental contributions, illegal political contributions or other illicit payments or methods, safeguard against improper use of confidential, sensitive or other information, maintain an environment of transparency.

Diabatix's external partners are expected to treat people with dignity and respect. As such, they do not use discrimination, no sexual harassment or abuse, avoid unsafe working conditions, pay normal wages, not employ people under the age of 18, respect worker's rights.

Diabatix's external partners are expected to comply with all laws and regulations applicable to its business, export and import legislations, the GDPR-legislation or any similar legislation applicable in their country of registration.

## 13. MISCELLANEOUS

Diabatix may amend and/or update this Agreement with future effect from time to time and as necessary for technical, economic or legal reasons. Any revision shall be notified to the User.

Neither party shall be held liable for failure to perform under this Agreement in case of force majeure. Force majeure means: natural disasters, pandemics, fire, general strikes, war, terrorism, inevitable accidents or any other causes outside the reasonable control of the parties and occurring without its fault or negligence. A party invoking an event of force majeure must promptly advise the other party by notice in writing of the details of the event of force majeure and the expected delay. This party shall use every means to be able to resume the execution of this



## Licensing terms ColdStream™

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Agreement as soon as possible.

If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable laws, such provision(s) shall be deemed modified so as to render it valid and enforceable while retaining, as closely as possible, the original intent of the parties, and the balance of this Agreement shall be interpreted as if such provision(s) were so excluded and shall be enforceable in accordance with its terms.

Coldstream™ is owned by Diabatix NV

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