TERMS & CONDITIONS - CHEFEM SIMULATION SOFTWARE

Art.1 **Definitions**

In these general terms and conditions, Composite Analytica shall be understood to mean the company registered at the Chamber of Commerce in the Netherlands, file #24370983.

Art.2 **Nature & Scope of Assignment, Quotation**

2.1 The nature and scope of the assignment will be determined by the description of activities included in the quotation. Any changes, additions and increases agreed on later shall be considered to form part of this.

2.2 The quotation and the changes, additions and increases shall be accepted by means of a written acknowledgement from the client.

2.3 The quotation will be valid for a period of one month, counted from the date of dispatch of the quotation.

Art.3 **Price & Payment**

3.1 The price mentioned in the quotation shall be either a fixed price or a price determined based on costing. Costing shall be done in accordance with the rates prevalent with Composite Analytica. These rates can be revised and applied on an annual basis.

3.2 If there is mention of costing in the quotation, a specification of the amount shall be given in the invoice if requested by the client when the assignment is given.

3.3 All amounts mentioned in the quotation shall be exclusive of value added tax, unless explicitly stated otherwise.

3.4 Composite Analytica shall be entitled to invoice the client periodically for any activities performed. Likewise, Composite Analytica may demand partial advance payment or security for the payment up to the amount of the assignment. Invoices shall be sent to the client's address, unless otherwise agreed.

3.5 If the advance is not paid on time or the required security is not given on time, Composite Analytica cannot be held to either start or continue the activities.

3.6 The client shall be obliged to pay the invoice in Euros within 30 days from date of invoice. If the client exceeds this term of payment he shall be obliged, after having been declared in default by Composite Analytica, to pay both the legal interest counted from the due date and the costs of collection out of court.

Art.4 **Execution**

4.1 The assignment shall be carried out within the (estimated) periods mentioned in the quotation, unless this appears later to be reasonably impossible. If and as soon as it appears that a period threatens to be exceeded, Composite Analytica shall inform the client and make, in consultation, further agreements in respect of this.

4.2 The carrying out of the assignment shall be started as soon as the client has provided Composite Analytica with details, samples, equipment or other matters to be provided. If this is delayed, the period referred to in article 4.1 shall be extended because of this.

4.3 With assignments with a (estimated) duration of more than six months, an intermediate report can be issued, if requested by the client with the written acknowledgement of the quotation.

Art.5 **Transport, Storage, Return of Matters (Goods)**

5.1 Any matters are to be returned at and collected from the address mentioned in the quotation, unless otherwise agreed.

5.2 The costs of loading and unloading, packaging and of transport of the matters contained in the agreement shall be invoiced separately. These costs are not included in the price.

5.3 Loading and unloading, packaging and transport of matters shall be at the client's expense and risk.

5.4 Composite Analytica shall keep matters which have been delivered for the benefit of the assignment for a maximum period of one month after the end of the assignment, unless otherwise agreed. After this period Composite Analytica shall be free to take appropriate measures at the expense of the client.

5.5 Composite Analytica shall be entitled to keep details, equipment and/or other matters and the like, (jointly) owned by the client, if the client has not fulfilled his obligations.

Art.6 **CheFEM Software: Data Protection, Principles & License**

6.1 Composite Analytica offers CheFEM software according to "Software as a Service" (SAAS) principles.

6.2 Composite Analytica shall be obliged to observe secrecy for a maximum of 30 years from acquaintance, in respect of all information from the client with which it has become acquainted.

6.3 Data transfer and data at rest is encrypted to protect confidentiality of data. Data transfer is encrypted by Transport Layer Security (TLS). The encryption of the data at rest is based on Advanced Encryption Standard (AES).

6.4 If required, an additional separate confidentiality Non-Disclosure Agreement (NDA) can be signed between the parties.

6.5 a. The minimum license period is one year. This excludes a onetime CheFEM trial period of 30 days.
b. Unless stated otherwise, CheFEM contract agreement is automatically renewed after one year. The contractor must terminate the license at least 30 days before the contract expires.
c. If not terminated, the contractor automatically receives a NET30 invoice after expiration of one year. CheFEM annual price changes are reserved.

6.6 One CheFEM workspace can be used up to max 5 different persons in the contractor organization. For more than 5 persons or for more than 1 workspace, an additional license contract must be agreed.

6.7 The software can be used at least 99% of the time in one year, with exception of force majeure, generic DNS attacks or immediate blocking of insecure contractor connections/IP addresses. In these cases, contractor will be notified in a rigorous manner.

6.8 The following terms are applicable to CheFEM input, processing and output:
a. CheFEM computations are based on generic chemical-physical input parameters for chemicals and polymeric matrices. These properties feed the Sanchez-Lacombe (SL) and Group Interaction Modelling (GIM) Equation of States (EOS). If required, the input parameters for the matrices can be referenced and disclosed to the contractor.
b. CheFEM processing algorithms can be related to technical and scientific literature in a descriptive manner, such as: "for routine A, literature B has been used". In the framework of a CheFEM license contract, further details on the algorithms are not disclosed to the contractor.
c. On contractor request, CheFEM materials of specific interest of the contractor, can be calibrated by setting an empirical temperature dependent factor for the chemical-matrix interaction and/or a factor for crystalline restraint (for semi-crystalline materials) or for chemical-physical crosslink restraint (for thermoset materials).
d. CheFEM results for composite materials can be further

calibrated using contractor specific filler/composite input properties.

6.9 The license package includes generic e-mail/MS Teams assistance to operate the software (to a max of 8 hours in one year). In case the contractor submits an inquiry, response time is less than 24 hours, except for force majeure.

6.10 Composite Analytica offers possibility to conclude additional service contract packages (for the addition of equation of states and/or customized functions and routines).

6.11 The CheFEM database contains the chemical and matrix user entities that are relevant for the intended use, on the condition that entities are already available in CheFEM or can be modelled and calibrated within the available assistance time of this agreement (24 hours in one year).

6.12 Any publications or presentations based upon implementations or data generated by CheFEM, must cite CheFEM and the specific context in which the CheFEM generated data and graphs based on the data, is used.

Art.7   **Liability**

7.1 Composite Analytica is not liable for any possible consequences of information provided in the framework of the assignment or any information exchange before or after a (possible) assignment, such as for example e-mail exchanges, verbal communication, and quotations.

7.2 When both parties agree in consultation that information that is provided in a written formal and final report is not sufficient, additional information will be added. The financial resources required for addition of information will never exceed the quoted and agreed price for that specific part of the work, as specified in the quotation. The status of the report that contains insufficient information becomes "draft" when the upgraded and final version of the written report is handed over.

Art.8   **Applicable Law & Disputes**

8.1 The Dutch law shall be applicable to all agreements between the client and Composite Analytica.

8.2 All disputes arising from the assignment shall be settled in The Netherlands (Groningen) and by the competent judge.

8.3 If a dispute arises between the parties about the establishment, the interpretation, the execution or the incorrect or untimely execution of an agreement entered by the parties or another legal relationship, or if such dispute exists in the opinion of one of the parties, the parties shall be obliged to try and reach agreement through negotiations, before submitting the dispute to the civil judge.

8.4 The parties may decide, with mutual assent, to deviate from the stipulation in article 8.2, and to submit the dispute to arbitration in the Netherlands.

Art.9   **Revision of General Terms & Conditions**

9.1 It is possible that these general terms and conditions are revised by Composite Analytica. The coming into force shall be stated with the publication or filing of the terms and conditions.

9.2 The revised terms and conditions shall be applicable from the date of coming into force to quotations not yet accepted.

Art.10   **Complaints**

10.1 Any complaints from the client against Composite Analytica which are related to the carrying out of the assignment shall lapse if they are not put forward within six months after the assignment has been carried out. Composite Analytica shall be notified in writing.

Art.11   **Final Provisions**

11.1 These terms and conditions can only be deviated from if agreed by the parties in writing.

11.2 These general terms and conditions have come into effect on 22 May 2007. They have been filed with the Chamber of Commerce, file #24370983, in The Netherlands.

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