Software License Agreement
for Non-Commercial Use

Last revision: August 1st 2024

by and between

Mondaic AG (the "**Licensor**")
c/o Impact Hub Zurich
Sihlquai 131
8005 Zurich
Switzerland

and

(the "**Client**")

Licensor and Client hereinafter referred to individually as **Party** or collectively as **Parties**.

regarding

the Salvus software suite

Preamble

(a) Licensor is incorporated in Zurich, Switzerland, and offers innovative and high-performance software solutions for waveform-based simulation and imaging needs.

(b) Licensor is the owner of a Software suite called "Salvus" consisting of the individual packages "Salvus*Compute*", "Salvus*Mesh*", "Salvus*Flow*", "Salvus*Opt*", and "Salvus*Project*". Salvus is offered in different tiers / levels as described in Annex 1, which unlock features and components required to perform numerical waveform simulations and inversions.

(c) Client is an academic, non-profit or governmental institution and wishes to obtain a license limited to non-commercial use over the Software.

(d) The purpose of this Agreement is to set out the terms at which Client may use the Software and under which Licensor agrees to license said Software.

1. Definitions

Capitalised terms use in this Agreement shall have the following meanings:

"**Agreement**" shall mean this Software License Agreement and all Annexes hereto. In the event of conflict among the documents, this Software License Agreement shall govern.

"**Confidential Information**" shall have the meaning ascribed to it in Section 10.1.

"**Disclosing Party**" shall have the meaning ascribed to it in Section 10.2.

"**FADP**" shall have the meaning ascribed to it in Section 11(a).

"**Fee Schedule**" shall have the meaning ascribed to it in Section 5.1.

"**License Fee**" shall have the meaning ascribed to it in Section 5.1.

"**Receiving Party**" shall have the meaning ascribed to it in Section1 10.2.

"**Seat**" shall mean the license account of an individual User.

"**SalvusTier**" shall have the meaning ascribed to it in Annex 1 and is selected by the Client.

"**Software**" shall mean the as of the effective date latest version of the Salvus software product ("Salvus*Compute*", "Salvus*Mesh*", "Salvus*Flow*", "Salvus*Opt*", and "Salvus*Project*") in the selected SalvusTier of Licensor as may be updated from time to time.

"**Term**" shall have the meaning ascribed to it in Section 12.1.

"**User**" shall mean an employee or student of Client with a user name and a User password and/or hash dedicated to such employee or student.

"**User Community**" shall mean the maximum number of Users allowed to use the Software.

2. Software License

2.1. Grant of License

(a) Subject to the terms and conditions set forth in this Agreement, Licensor hereby grants to Client the non-exclusive, non-sublicensable, and non-transferable right, to access the Software reproduce and use the Software under the terms laid out in 2.2 for the Term.

(b) This license is strictly limited to non-commercial uses. Therefore, Client and the Users may use the Software for non-commercial research (including testing and degree-related non-industry-related research) and academic teaching (including supervised student demonstrations). Any commercial or industrial use, including but not limited to the performance of agreements for paying counterparties, consulting, training of company employees, or industrial research is hereby strictly prohibited. The Software may not be used for competitive analysis (such as benchmarking).

(c) This license does not allow in particular the creation of copies of the licensed Software (save for copies which are technically necessary for the Software to operate) or the creation of a derivative work. All software products for which the client has a license will be available via download from the licensor.

2.2. Users

(a) Licensor shall provide Client with a number of usernames and passwords to allow Users within the User Community to access and run the Software products under the terms of this Agreement. The maximum number of Seats that is the size of the User Community is detailed in the associated invoice.

(b) Users within the User Community can individually, or collectively, run a number of instances of each Software Product in parallel. Additional instances exceeding these bounds will be terminated (typically via an automatic run-time communication with a license server maintained by the Licensor).

(c) If utilized, a single GPU (graphical processing unit) is considered equivalent to 32 parallel instances of Salvus*Compute*.

(d) A computer, or a compute cluster, must be registered with Licensor before it will be able to run any Software. A user within the user community can register up to 3 separate computers, or compute clusters, each. Additional registrations possible upon communication with the Licensor and at Licensor's sole discretion not to be unreasonably withheld.

(e) Upon Client's request, Licensor shall allow a new user to be swapped for a pre-existing User (for instance in case one pre-existing User ceases to be an employee of Client and a new Client employee needs access to the Software). Such swap shall be free of charge for Client. The inclusion of users beyond the User Community and the number of allowed Users stated above at Section 2.2(a) shall be governed by Section 5.2 hereafter.

(f) Client shall ensure that all Users strictly refrain from sharing their respective usernames and passwords. Client shall immediately inform Licensor should it become aware of any unauthorised disclosure of usernames or passwords or any other unauthorized access to the Software.

(g) Internet access to Licensor's servers is required to run the Software.

2.3. IP-Notices, No Access of Third Parties

(a) Client shall leave all IP-notices, such as copyright notices and other reservations of rights, in or on the Software unchanged, and shall include such notices in any location within its premises where the Software is accessible. Client shall moreover brief all Users about the scope of the license to the Software under this Agreement and remain fully liable for all actions or omissions of the Users.

(b) Client shall not assign, lease, market, transfer or sublicense any copy of or rights to the Software or the Documentation, or otherwise grant any right of access or use to any third party, neither in original nor in any other form, without the prior written consent of Licensor.

2.4. No Reverse Engineering, Interoperability

(a) Client shall not reverse engineer, disassemble, decompile or otherwise seek to devise or discover the source code for the Software, and shall not modify the Software, in full or in part. Client shall however be entitled, upon its written request, to obtain all information reasonably necessary for the interoperability of the Software with other software created independently from Licensor.

(b) Client undertakes not to, and shall procure that none of its employees, officers, directors, consultants, subcontractors or other third parties or Users will perform any of the above mentioned.

3. Installation

3.1. Installation

(a) Licensor shall deliver a copy of the Software to Client in electronic executable or interpretable form (object code form or source code for interpreted languages).

3.2. Training

(a) Upon Client's request, Licensor shall provide training sessions on the Software and its functionalities. Training sessions are subject to a fee which is dependent on their length, the associated training material, and the number of attendees. Such a fee will be negotiated in good faith before any training sessions are scheduled.

(b) In addition to the above fee, Licensor shall be reimbursed by Client for any reasonable costs and expenses relating to such training services and for any training materials, along with travel and accommodation costs.

(c) The time and date of such sessions shall be agreed upon between the Parties and at times mutually acceptable to both Parties.

4. Limited Operation, Maintenance and Support

At Client's request but at Licensor's entire discretion, Licensor shall provide operation, maintenance and support services for the Software.

5. Prices

5.1. License Fees

The license to the Software granted under Section 2 above is subject to license fees that Client shall pay to Licensor. The license fee, term and payment schedule are outlined in a corresponding invoice.

5.2. Additional Users

New Users in addition to the Users comprised in the User Community and beyond the number of authorised Users stated in Section 2.1(a), may be granted access to the Software at Licensor's sole discretion. In case Licensor approves additional new Users beyond the User Community, Licensor will make a specific proposal to Client on an increase to the License Fee.

5.3. Additional Companies

Any extension of the license under this Agreement to companies affiliated to Client shall be negotiated in good faith between Client and Licensor, and agreed between them.

5.4. Taxes

All payments due under this Agreement shall be made plus any taxes and payment processing fees such as Value Added Tax (VAT). Other than that, each Party shall bear its own taxes and duties.

6. Invoicing and Payment

(a) Licensor shall invoice Client for all payments under this Agreement. Payment shall be due thirty (30) days from the date of invoice. Except for just cause and following a relevant notice from Licensor, in the event Client does not meet its payments under this Agreement, Licensor may charge an interest rate of 0.8% per month on the aggregate amount of any late payment.

(b) All payments from Client to Licensor shall be made in the currency set out in the associated invoice. Client shall not have a right to set-off claims against Licensor.

7. Rights of Ownership

7.1. Software

(a) Client acknowledges and agrees that it does not have, and will not in any way acquire under this Agreement, any intellectual property rights in and to the Software, including without limitation any copyrights, trademarks, trade secrets or patents.

(b) Licensor remains the holder of all rights relating to the Software, including any technically necessary copy produced by Client. Client acknowledges and agrees that nothing in this Agreement grants Client any ownership

rights in the Software, or any copyrights, trademarks, trade secrets, patents or other intellectual property rights relating thereto.

7.2. Ownership of Know-How and Discoveries; Publications

(a) The Software, any bug fixes or improvement of any kind relating to the Software shall be the sole property of Licensor, except for any discovery or improvement exclusively related to the Client's own system and software.

(b) Client shall promptly inform Licensor of any such bug fixes or improvement of any kind relating to the Software, including any discovery or improvement exclusively related to the Client's own system and software. Client shall provide all documentation and information to that effect.

(c) The Parties acknowledge that the results obtained by Client through its non-commercial use of the Software shall belong to Client, save for results which may lead to a modification of the source code of the Software.

(d) Client shall be allowed to publish its results in an academic context, such as research reports, conference accompanying documentation, theses and research papers and educational guides, being understood that such publications shall not disclose any Confidential Information or any source code of the Software. Such publications may contain screenshots of the Software (but no source code) for illustration purposes with acknowledgement to Mondaic AG. Client shall reach out to Licensor prior to any publication in case of doubts about the inclusion of Licensor material in its publication.

8. Warranties

8.1. Warranty

(a) The Software is provided "as is" with no express or implied representations and warranties of any kind. In particular, Licensor expressly disclaims, makes no representation and offers no warranty as to the Software's fitness for a specific purpose, satisfactory quality (such as

but not limited to software programming bugs and uninterrupted or error-free use) or enforceability of intellectual property rights against third parties.

8.2. No Alterations

All warranties given by Licensor will become void and of no effect in the event that Client:

(a) makes or attempts to make any alteration to the Software or to any other software program necessary for the operation of the Software;

(b) uses the Software for purposes not included in the scope of the license granted under this Agreement; or

(c) combines the Software with any other software.

9. Limitation of Liability

(a) Licensor hereby disclaims all liability to the furthest extent authorized by applicable law for any damages, either direct or consequential as well as any third-party claim relating to the Software.

(b) Client is aware of and acknowledges that Licensor does not guarantee or warrant the absence of defects of the Software beyond what is expressly stated in Section 8.

10. Confidentiality

10.1. In General

The Parties to this Agreement undertake to maintain strict confidentiality with respect to all information and company secrets of the other party which comes to their notice (the "**Confidential Information**", as further defined below), even after this Agreement has expired. The parties shall not be entitled to use such information either directly or indirectly without the written consent of the other party, nor to forward nor divulge it to third parties, with the exception of those

persons who require knowledge of such confidential information for the purposes of this Agreement, as set out in this Section 10. "**Confidential Information**" shall mean any and all technical and non-technical information or company secrets relating to existing, future and/or proposed research, ventures and/or products and services of each of the Parties. Without limiting the generality of the foregoing, the protection of Confidential Information shall extend to all information with regard to research, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans. Confidential Information may be communicated in writing, orally or electronically.

10.2. Non-Disclosure of Confidential Information

Each Party (the "**Receiving Party**") to which Confidential Information is disclosed by the other Party (the "**Disclosing Party**") shall keep such Confidential Information strictly secret and shall not disclose it to any unauthorised third party without the prior written consent of the Disclosing Party. In particular, the Receiving Party agrees

(a) to use such Confidential Information only for purposes of this Agreement;

(b) to ensure that a standard of strict confidentiality is applied by the Receiving Party's employees, agents or sub-contractors so as to prevent disclosure to third parties. The Receiving Party shall take all steps necessary to assure that its employees, agents and subcontractors adhere to the terms of this Section 10;

(c) to return all Confidential Information to the Disclosing Party within thirty (30) days of the written request of the Disclosing Party to that effect and to retain no copies or reproductions thereof; and

(d) to certify in writing to the Disclosing Party at its request that the terms of this Section 10 have been complied with.

10.3. Limitations

The Receiving Party may disclose Confidential Information, provided such information

(a) was legitimately in the Receiving Party's possession or was legitimately known to the Receiving Party prior to receipt from the Disclosing Party; or

(b) is or becomes public knowledge without the fault of the Receiving Party, or

(c) is or becomes rightfully available to the Receiving Party from a party that is not bound by any confidentiality undertaking and which is not directly or indirectly controlled by the Disclosing Party; or

(d) is required to be disclosed by an order of a court or governmental agency (provided, however, that the Receiving Party shall first have given notice to the Disclosing Party and allow the Disclosing Party to make a reasonable effort to obtain a protective order or other confidential treatment of the Confidential Information).

11. Data Protection

(a) Licensor acknowledges that data Client may provide to Licensor (or to which Licensor may access from time to time) may qualify as personal data under applicable privacy/data protection laws in the territory of Client's activities, respectively personal and/or sensitive personal data under the Swiss Federal Act on Data Protection (hereinafter "**FADP**").

(b) Licensor will only use Client personal data provided by Client to the extent necessary for the performance of obligations under this Agreement. All employees of Licensor and of its subcontractors will be obliged in an effective contractual manner to comply with the FADP or any other applicable privacy/data protection laws and this section of the Agreement.

(c) Licensor shall provide its commercial best efforts to ensure that Client personal data will be protected against unauthorized processing through adequate technical and organizational measures and pursuant to any further reasonable instructions provided by Client as the case may be.

12. Term and Termination

12.1. Term

This Agreement will enter into force on the Effective Date and, subject to termination pursuant to Section 13.2 below, will remain effective for the term specified in a corresponding invoice (the "**Term**").

12.2. Voluntary Termination

Client has the right to terminate this Agreement at any time. In such an event, Client is not entitled to any refund of any fees that have been paid prior to termination.

12.3. Termination for Cause

Either Party shall have the right to terminate this Agreement or part thereof by giving thirty (30) days prior written notice to the other Party if such other Party breaches a material obligation under this Agreement and fails to cure that breach within thirty (30) days after receiving receipt of a written notice describing the breach in reasonable detail. Any of the following shall be considered, inter alia, a material breach:

(a) using the Software for purposes other than those strictly listed in the license grant of Section 2.1;

(b) breaching any of the provisions of this Agreement relating to reverse compilation, confidentiality, data protection, unauthorized modification or alteration of or access to the Software;

(c) repeated failure to make timely payment of the fees due to Licensor under this Agreement;

(d) filing for bankruptcy or being adjudicated bankrupt or insolvent; or

(e) making an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.

12.4. Duties upon Termination

Upon termination of this Agreement,

(a) Client will return to Licensor the Software and other property of Licensor; and

(b) Licensor will return to Client or destroy all data received from Client in connection with this Agreement, and each Party shall return to the other Party all confidential Information of the other Party, or destroy all such items and give the other Party written confirmation thereof.

13. Dispute Resolution

If any dispute arises related to this Agreement or any transaction contemplated therein, including disputes on its conclusion, binding effect, amendment and termination, the Parties shall meet in order to seriously and in good faith attempt to find a non-litigious outcome to the dispute.

14. Applicable Law and Jurisdiction

(a) This Agreement shall in all respects be governed by and construed in accordance with the substantive laws of Switzerland, irrespective of any conflict of law rules.

(b) If the Parties are unable to resolve any dispute arising out of or in connection with this Agreement pursuant to Section 13 above, then the dispute shall be subject to the exclusive jurisdiction of the courts of the City of Zurich, Switzerland.

15. Miscellaneous

15.1. Relationship between the Parties

The Parties are independent contractors. Consequently, the provisions of this Agreement shall not, under any circumstances, be interpreted as creating any association or partnership between the Parties. Neither Party may bind the other

in any manner whatsoever or in favour of anyone whomsoever, except in accordance with this Agreement.

15.2. References and Publicity

Any communication to the press or any other third party will be reviewed and agreed by both Parties before such communication is made, which agreement shall not be unreasonably withheld or delayed.

15.3. Entire Agreement

This Agreement, including any Annexes and written amendments expressly made part of this Agreement, states the entire understanding between the Parties with respect to the subject matter of this Agreement, and supersedes all proposals, oral or written, understandings, representations, conditions and other communications between the Parties relating to such subject matter.

15.4. Severability

If any provisions of this Agreement, or the application of such provision to any person or circumstance, shall be held by a court or other competent authority to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby.

15.5. Notices

Any notice, request, instruction or other communication at any time under this Agreement required or permitted to be given or furnished by either Party hereto to the other shall be in writing and either delivered personally, sent by courier mail, or by confirmed facsimile transmission to the following addresses:

if to Client:	if to Licensor:
Client's address	Mondaic AG
	c/o Impact Hub Zurich

Sihlquai 131

8005 Zurich

Switzerland

Either Party may change its notification address by written notice to the other Party.

15.6. Language

In all communications between the Parties, and in all documentation and other materials, the mandatory language shall be English.

15.7. Headings

The headings used herein are inserted only as a matter of convenience and for reference and shall not affect the construction or interpretation of this Agreement.

15.8. Modifications

This Agreement, including any Annexes, may be amended or modified only in writing through a document duly executed by both Parties.

15.9. Survival

Any provision of this Agreement that expressly or by implication is intended to continue in force shall survive termination of this Agreement, including without limitation confidentiality terms, tax payments and accrued payment obligations.

15.10. Binding on Successors

All the terms, provisions, and conditions in this Agreement shall be binding upon the Parties hereto and their respective successors and assignees.

15.11. No Waiver

The failure of any of the Parties to enforce any of the provisions of this Agreement or any rights with respect thereto shall in no way be considered as a waiver of such provisions or rights, or in any way affect the validity of this Agreement. The waiver of any breach of this Agreement by any Party hereto shall not operate to be construed as a waiver of any prior, concurrent or subsequent breach of the same and no waiver shall be effective unless made in writing

Annex 1

Salvus is offered in different tiers / levels named "Salvus*Forward*", "Salvus*Sensitivity*", and "Salvus*Complete*" with features as described below (**"SalvusTier"**). The SalvusTier selected by the Client is indicated in the associated invoice.

	Salvus*Forward* Includes everything necessary to run highly accurate forward waveform simulations, in **two and three dimensions**, locally and on remote machines.	Salvus*Sensitivity* Everything from the forward modeling package. Additionally includes the ability to compute gradients and use these for linear RTM.	Salvus*Complete* Everything from the sensitivity analysis package. Additionally unlocks the full power of Salvus by offering everything necessary to run large-scale FWI and other custom workflows.
Salvus*Compute*			
Massively parallel spectral-element solutions for various wave equations	✓	✓	✓
GPU support using CUDA	✓	✓	✓
Spatially varying material parameters	✓	✓	✓
Highly accurate geometries using high order finite elements	✓	✓	✓
Acoustic/(visco)elastic/coupled wave physics	✓	✓	✓
Arbitrary anisotropic symmetry systems	✓	✓	✓
Gradient computation		✓	✓
Salvus*Mesh*			
Automatic hexahedral meshing for many problems	✓	✓	✓
Conversion of meshes from external meshing packages	✓	✓	✓
Precise representation of topography and sea-bottom	✓	✓	✓
Meshing of sedimentary basins and salt bodies via automated refinements	✓	✓	✓
Salvus*Opt*			
Sensitivity analysis for complex structures		✓	✓
Diffusion equation based high-performance model smoothing			✓
Nonlinear optimization framework specialized for deformed grids			✓
Newton-type trust-region descent methods			✓
Salvus*Flow*			
Simple input file generation	✓	✓	✓
Remote job execution framework	✓	✓	✓
Rapid experimentation and scaling from prototype to production	✓	✓	✓
Scalable workflow orchestration engine	✓	✓	✓
Salvus*Project*			
Intuitive, high-level user interface and simulation management	✓	✓	✓
Parameter studies	✓	✓	✓
Scientific data visualizations	✓	✓	✓
Customizable RTM workflows		✓	✓
Customizable FWI workflows and misfit specifications			✓