

ASHES END USER LICENSE AGREEMENT

This End User License Agreement (the "EULA") is a legal agreement between You, being Licensee and SIMIS AS (the "Licensor").

READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE DOWNLOADING THE SOFTWARE. BY DOWNLOADING, INSTALLING OR USING THE SOFTWARE, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT DOWNLOAD, INSTALL, COPY OR USE THE SOFTWARE.

THE SOFTWARE IS PROPRIETARY TO LICENSOR AND IS, AS SUCH, SUBJECT TO COPYRIGHT PROTECTION AND IT IS LICENSED TO LICENSEE, HEREUNDER; NOT SOLD.

Definitions:

EULA means these terms and conditions.

Licensee means the person that has entered into the License Agreement with Licensor.

License Agreement means the software license agreement, including the terms and conditions set out in this EULA.

Software means the computer program Ashes. The Software is a copyrighted work whose copyright is held by Simis AS (the "Licensor").

Evaluation License means the temporary right to use the Software for evaluation purposes only, as granted by Licensor for a limited period (normally fourteen (14) days) without payment.

Commercial License means a paid license purchased from Licensor by a company, organization, or individual for industrial, consulting, or other commercial use of the Software. The scope, duration, number of users/seats, and other terms of the Commercial License are defined in the corresponding invoice, order confirmation, or signed license agreement issued by Licensor.

Research/Academic License means a license granted by Licensor at a discounted rate or free of charge to universities, educational institutions, or research organizations, limited to non-commercial research and teaching purposes. The scope, duration, number of users/seats, and other terms of the Research/Academic License are defined in the corresponding invoice, order confirmation, or signed license agreement issued by Licensor.

1. Grant of License

Licensor hereby grants You the following rights, provided that You comply with all of the restrictions set forth in this License Agreement:

- **Evaluation License**
If You have not purchased a paid license, You may install and use the Software solely for evaluation purposes for a limited period of fourteen (14) days from installation. Use for teaching, research, consulting, commercial, or industrial purposes is not permitted under the Evaluation License.
- **Commercial License**
If You or Your organization have purchased a valid Commercial License from Licensor,

You may install and use the Software in accordance with the scope, duration, number of seats, and other conditions specified in the Commercial License and/or corresponding invoice, order confirmation, or signed agreement.

- **Research/Academic License**

If You or Your organization have obtained a Research/Academic License from Licensor, You may install and use the Software for non-commercial research and educational purposes only, subject to the scope, duration, number of seats, and other conditions specified in the Research/Academic License and/or corresponding invoice, order confirmation, or signed agreement.

Any use of the Software beyond the scope of the valid license type held by You or Your organization is unauthorized. In such cases, Licensor reserves the right to charge for unlicensed use and to hold the responsible organization financially liable. For instance, where the Software is used without a valid license by an individual affiliated with an organization—such as a student, researcher, or employee—the corresponding institution (e.g., university, research organization, or company) may be held financially responsible.

If Your license includes access to cloud features, You acknowledge that such services may be changed or terminated by Licensor without notice.

You are prohibited from making the Software available to any third parties except as expressly permitted by the license type You hold.

2. Intellectual property rights

All rights not expressly granted by Licensor to You are hereby reserved. You acknowledge that all title and intellectual property rights, including associated intellectual property rights, in and to the Software, and all related copyrights, trademarks, trade secrets and any other intellectual and industrial property and proprietary rights remains exclusively with Licensor and that this Agreement does not grant You any ownership interest in the Software or the documentation related hereto, but only a limited right of use that is subject to and is also revocable in accordance with the terms of this Agreement.

You may not remove or otherwise alter or modify any titles, trademarks or trade names, copyright notices, legends or other proprietary markings on the Software.

3. Termination

Without prejudice to any other rights of Licensor, Licensor may terminate this Agreement if You fail to comply with the terms and conditions of this Agreement. In the event of termination, You agree to immediately cease using the Software and to destroy all installed copies of the Software, including any backup copies.

4. Limitation of Liability

THE SOFTWARE IS PROVIDED TO YOU "AS IS," WITHOUT WARRANTY. THERE IS NO WARRANTY FOR THE SOFTWARE, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH YOU. SHOULD THE SOFTWARE PROVE DEFECTIVE, YOU ASSUME THE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

IN NO EVENT UNLESS REQUIRED BY APPLICABLE LAW OR AGREED TO IN WRITING WILL LICENSOR, OR ANY OTHER PARTY WHO MAY MODIFY AND/OR REDISTRIBUTE THE SOFTWARE AS PERMITTED ABOVE, BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY

GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE (INCLUDING BUT NOT LIMITED TO LOSS OF DATA OR DATA BEING RENDERED INACCURATE OR LOSSES SUSTAINED BY YOU OR THIRD PARTIES OR A FAILURE OF THE SOFTWARE TO OPERATE WITH ANY OTHER SOFTWARE), EVEN IF SUCH HOLDER OR OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. Governing Law and Legal Venue

This Agreement shall be governed by the laws of Norway.

In the event of a dispute, the parties shall submit to the exclusive jurisdiction of the Norwegian courts, with legal venue at the place where Licensor has its place of business.

6. Waiver

No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

License version: 2025-09-17