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## SIMBA Software End-User License Agreement

**Version: March 2026**

**Publisher: AESIM.Tech, a POWERSYS Company**

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### 1. Definitions

"**Software**" refers to all components of the SIMBA platform, including but not limited to: the SIMBA Solver, SIMBA Desktop, Graphical User Interface, SIMBA Python Module, SIMBA Online, and all related documentation, digital assets, and files provided by AESIM.Tech.

"**Company**" refers to AESIM.Tech, a POWERSYS Company.

"**Licensee**" refers to any individual or legal entity to whom the Company grants usage rights to the Software.

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### 2. Grant of License

The Company grants the Licensee a **non-exclusive, non-transferable, limited, royalty-free license** to install and use the Software strictly in accordance with the terms of this Agreement.

The Software may only be used for:

- the Licensee's **personal or internal business purposes**, and
- **non-remunerated demonstrations**, unless otherwise stated in a written agreement.

This Agreement does **not** constitute a sale or transfer of ownership of the Software.

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### 3. Intellectual Property Rights

All intellectual property rights, copyright, ownership, design, structure, and "look and feel" of the Software remain exclusively the property of the Company.

The Licensee may **not**:

- sublicense the Software,
  - transfer rights granted by this Agreement,
  - make the Software available to third parties,
  - modify, decompile, reverse engineer, or derive source code from the Software,
  - develop derivative works based on the Software.
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### 4. License Types

#### 4.1 Single-User License (Desktop & Python Module)

- Software may be installed on multiple machines, but **only the Licensee** may use it.
- License is **locked to one machine at a time**.
- Machine changes allowed **once every 6 months**.
- License is valid **only in the country of purchase**, except:



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- USA/Canada: mutually interchangeable,
- EU Member States: interchangeable within the EU.

### 4.2 SIMBA Online License

- Access exclusively via web browser.
- Only the Licensee may use their assigned account.
- Username/password sharing is strictly prohibited.
- Concurrent sessions cannot exceed the number of Online Licenses purchased.
- Can be used internationally by the same user.

### 4.3 Multi-User License

- May be installed on multiple machines.
- Active simultaneous users cannot exceed the purchased capacity.
- Administrators may manage active users and assign admin roles.
- All users are subject to Single-User License rules.
- License is valid **only in the country of purchase**, except:
  - USA/Canada: mutually interchangeable,
  - EU Member States: interchangeable within the EU.

### 4.4 Multi-Core and Parallel Computation

By default, a SIMBA license allows the Licensee to run up to four (4) simulations in parallel (simultaneously).

If the Licensee needs to run more than four (4) simulations concurrently, the Licensee must obtain additional "Parallel Simulation License" modules, with each module increasing the permitted number of parallel simulations.

### 4.5 License Duration

The following license durations are provided for the Software :

#### **Lease License**

Expires automatically at the end of the lease period unless renewed. Includes technical support and updates.

#### **Perpetual License**

Indefinite usage rights. Maintenance (support and updates) available only if a maintenance contract is active.

During the first year of any Perpetual License, the Licensee is entitled to technical support, updates and upgrades.

After this initial year, continued access to support and updates requires an active maintenance contract.



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Perpetual license keys are generated with an expiration date matching the active maintenance contract. Upon renewal, a new license key is issued with an updated expiration date.

If the maintenance contract is not renewed, a final perpetual key is issued with no expiration, valid only for the last release covered by maintenance. SIMBA Online access is then disabled.

### 4.6 SIMBA Assistant : AI-Powered Assistant Module

SIMBA Assistant is an optional software module providing AI-assisted functionalities within the SIMBA Software environment (“SIMBA Assistant”). SIMBA Assistant may operate using either:

- (i) AI services provided and hosted by the Company through third-party AI service providers; or
- (ii) AI services provided, hosted, and controlled by the Licensee, including but not limited to local Large Language Models (LLMs), on-premise deployments, or customer-managed compute resources (“Customer-Provided AI”).

#### (a) Scope of License

When subscribing to SIMBA Assistant, the Company grants the Licensee a non-exclusive, non-transferable, limited license to access and use SIMBA Assistant solely within the SIMBA Software, for the Licensee’s internal business purposes, and subject to the terms of this Agreement.

#### (b) Company-Provided AI Services – Usage-Based Consumption

When SIMBA Assistant is used with Company-provided AI services, access includes a defined monthly usage allowance, expressed in AI service consumption credits, as determined by the Company.

Once the monthly usage allowance is reached:

- access to SIMBA Assistant functionalities may be temporarily suspended, limited, or throttled until the next billing cycle; or
- the Licensee may, if offered by the Company, purchase additional usage capacity or usage credits under separate commercial terms.

Unused usage allowances do not roll over to subsequent billing periods.

#### (c) Customer-Provided AI Services

When SIMBA Assistant is configured to use Customer-Provided AI, the Licensee is solely responsible for:

- provisioning, operating, securing, and maintaining the AI infrastructure;
- compliance with applicable laws, regulations, and third-party license terms;
- performance, availability, accuracy, and reliability of the AI outputs.

The Company shall have no responsibility or liability for any failure, error, data loss, security issue, or non-compliance arising from the use of Customer-Provided AI.

#### (d) Subscription Fees



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SIMBA Assistant is billed as a separate subscription module, independent from the core SIMBA Software license fees. Subscription pricing, billing frequency, and applicable taxes are defined in the applicable commercial agreement or order form.

### (e) Third-Party AI Services

The Licensee acknowledges that SIMBA Assistant may integrate third-party AI services. The Company does not guarantee the availability, continuity, performance, or accuracy of such third-party services and shall not be liable for interruptions, limitations, or changes imposed by such providers.

The Company reserves the right to modify, replace, or discontinue the AI service providers used by SIMBA Assistant.

### (f) Fair Use and Abuse Prevention

The Licensee agrees not to use SIMBA Assistant in a manner that:

- circumvents or attempts to circumvent usage limits;
- generates excessive, automated, or abusive requests;
- violates applicable laws, export control regulations, or third-party service terms.

The Company reserves the right to suspend or terminate access to SIMBA Assistant in case of misuse or abuse, without refund.

### (g) No Critical Use and Non-Deterministic Output

SIMBA Assistant is provided as an assistive, non-deterministic tool. Outputs generated by SIMBA Assistant are informational only and shall not be relied upon as the sole basis for design decisions, safety-critical determinations, or regulatory compliance.

## 5. Trial License and Demo Mode

The Trial License and Demo Mode License are evaluation-only licenses intended to allow the Licensee to explore the Software before purchase.

### 5.1 Definitions and Scope

**(a) Demo Mode License.** Feature-limited, time-unlimited access to the Software, subject to the limitations described in Section 5.2 and the Company's right to terminate under Section 5.3.

**(b) Trial License.** Time-limited (typically 14 days, unless stated otherwise) access to the Software with no feature limitations, except as described in Section 5.2.

Both licenses:

- are free of charge; and
- are strictly for evaluation, training, academic exposure, or internal non-commercial testing.

### 5.2 Restrictions (Trial and Demo)

The Licensee may not:



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- use the Software for commercial, industrial, consulting, or customer-facing activities;
- produce, publish, or deliver professional, customer-facing, or billable reports or deliverables;
- use the Software for research intended to lead to a commercial outcome;
- for Demo Mode only: run simulations beyond Demo limitations (e.g., reduced model size, time limits, solver restrictions);
- bypass or attempt to bypass Demo limitations, or attempt activation of commercial features.

### 5.3 Term and Termination

**Trial License.** Expires automatically at the end of the trial period (default 14 days, unless extended in writing by the Company).

**Demo Mode License.** Has no fixed term; however, the Company may terminate or modify Demo Mode access at any time.

### 5.4 Data, Results, and Third-Party Transfer

Any models, results, configurations, or other work created under the Trial License or Demo Mode License may not be used for commercial purposes or transferred to any third party.

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## 6. Academic License

Academic licenses are for **students and professors** engaged in teaching or academic learning activities.

They may not be used for:

- commercial work,
- post-doctoral research,
- paid consulting.

False statements may result in liability equal to **five years of industrial license fees**.

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## 7. Connectivity and Data Collection

### 7.1 Online Activation and Account Actions

The Software requires an Internet connection to servers controlled by the Company (“Company Servers”) to activate the Software on the Licensee’s computer. Activation includes transmission of a unique, anonymous machine identifier for verification purposes. After activation, an Internet connection is not required for normal use of the Software.



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### 7.2 Diagnostic and Analytics Reporting

The Software may use an Internet connection to send diagnostic and analytical information to the Company, such as error reports or information about unexpected events. Such reporting may include information about the hardware and software configuration of the computer on which the issue occurred. The Company uses this information solely to develop, maintain, and improve its products and services.

### 7.3 Offline Mode (No Data Transmission)

Offline Mode is available for Licensees who pay a license fee and need to use the Software in an environment that is disconnected from the Internet. In Offline Mode, the Software may be activated using an offline activation file. **When Offline Mode is used, no data is transmitted to the Company Servers** as part of activation or use of the Software.

### 7.4 SIMBA Assistant – Data Processing, Confidentiality, and User Consent

#### (a) Data Submitted to SIMBA Assistant

When SIMBA Assistant is enabled, the Licensee acknowledges and agrees that prompts, inputs, project data, models, scripts, parameters, and other information provided by the Licensee within the SIMBA Software (“User Data”) may be processed by SIMBA Assistant in order to generate responses or perform requested actions.

SIMBA Assistant may read, modify, generate, and execute SIMBA designs, simulation configurations, and Python scripts within the active project, under the control and direction of the Licensee.

#### (b) Company-Provided AI Services

When SIMBA Assistant is configured to use Company-provided AI services, the Licensee acknowledges that User Data may be transmitted to and processed by third-party AI service providers acting as independent data processors.

Such processing may occur outside the Licensee’s country of operation, subject to applicable data protection and export control laws.

The Licensee is solely responsible for determining whether User Data includes confidential, proprietary, export-controlled, or sensitive information and for deciding whether to enable SIMBA Assistant for a given project.

The Licensee represents and warrants that it has the right to submit such User Data and that such submission does not violate any confidentiality, contractual, or legal obligations.

The Company acts solely as a software provider and does not determine the purposes or means of processing User Data submitted to SIMBA Assistant.



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### (c) Customer-Provided AI Services

When SIMBA Assistant is configured to use Customer-Provided AI, User Data remains within the Licensee's AI infrastructure. The Licensee bears sole responsibility for data security, confidentiality, regulatory compliance, and access control related to such AI services.

The Company does not access, store, or control User Data processed by Customer-Provided AI.

### (d) No Training on User Data

Unless explicitly agreed otherwise in writing, the Company does not use User Data submitted to SIMBA Assistant to train, fine-tune, or improve its own AI models.

### (e) User Consent

SIMBA Assistant is disabled by default. By explicitly enabling SIMBA Assistant within the Software interface, the Licensee confirms its informed consent to the processing of User Data as described in this Agreement.

The Licensee may disable SIMBA Assistant at any time.

### (f) Confidentiality Disclaimer

The Licensee acknowledges that AI-based systems may generate outputs that are non-deterministic and may reflect, transform, or summarize User Data provided as input. The Company does not guarantee that outputs generated by SIMBA Assistant will preserve the confidentiality, integrity, or exclusivity of User Data.

The Licensee remains solely responsible for the use, disclosure, and interpretation of any outputs generated by SIMBA Assistant.

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## 8. Warranty

The Company warrants:

- rightful ownership of the Software,
- no infringement of third-party rights,
- functional compliance with documentation for 30 days.

Company does **not** warrant that the Software is error-free or suitable for all specific applications.

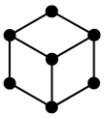
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## 9. Limitation of Liability

In no case shall the Company be liable for:

- indirect, incidental, punitive, or consequential damages,
- loss of profits, data, goodwill, or commercial opportunity.

Maximum liability is limited to **the amount paid for the license**.



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Without limitation of the foregoing, the Company shall have no liability arising from or related to outputs generated by SIMBA Assistant, whether such outputs are produced using Company-provided AI services or Customer-Provided AI.

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### 10. Term & Termination

This Agreement remains effective until the Licensee's simba.io account is deleted. Breach of this Agreement results in license termination after **15 days' written notice**. Upon termination, the Licensee must destroy all Software copies.

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### 11. Export Control Compliance

The Licensee agrees to comply with all applicable export laws, including but not limited to:

- EU Export Control Regulations,
- U.S. Export Administration Regulations (EAR),
- local jurisdiction restrictions.

The Software may not be used in embargoed countries or by prohibited end-users.

The Company reserves the right to refuse, suspend, or terminate access to the Software, including trial or demo access, in order to comply with applicable export control laws and sanctions.

The Licensee acknowledges that access to the Software may be restricted based on geographical location.

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### 12. Confidentiality

Any models, data, or proprietary information exchanged between the Licensee and the Company shall remain confidential and may not be disclosed to third parties without written consent.

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### 13. Prohibited High-Risk Use

The Software shall **not** be used **as part of**, or **embedded into**, any real-time safety-critical or operational control system, including but not limited to:

- nuclear reactor control or protection systems,
- medical life-support or diagnostic control systems,
- aviation or air-traffic control systems,
- automotive safety systems governed by ISO 26262,
- defense, weapons, or missile-guidance systems.

However, **the Licensee is permitted to use the Software to model, simulate, design, study, or evaluate components, systems, or architectures that may relate to such domains**, provided that:



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## **SIMBA Software End-User License Agreement**

- the Software is **not relied upon** as a real-time safety mechanism,
  - the Software is **not embedded** in an operational system,
  - results produced by the Software are **not used as the sole basis** for decisions involving safety-critical functions
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### **14. Governing Law & Jurisdiction**

This Agreement is governed by the laws of **France**, and any dispute shall be resolved exclusively in the courts of **Aix-en-Provence, France**.

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### **15. Force Majeure**

The Company shall not be liable for failure to fulfill obligations due to events beyond its reasonable control.

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### **16. Third-Party Licenses**

SIMBA includes third-party components whose licenses may be consulted at:

<https://simba.io/doc/license/>

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### **17. Notices**

All notices to the Company must be sent to:

[contact@aesim.tech](mailto:contact@aesim.tech)

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**End of Agreement**