LICENSE AGREEMENT

This is a license agreement (referred to herein as the "Agreement") between parties through their authorised signatories (referred to herein as the "End User") and University of Bath (referred to as “Bath” and referred to herein as the "Licensor"). All rights not specifically granted to End User in this Agreement are respectively reserved to Licensor.

GRANT OF LICENSE:
Licensor hereby grants to End User a non-exclusive, non-transferable academic-only license to use the Technology solely for the **Purpose**, without the right to sublicense, pursuant to the terms and conditions of this Agreement. As used in this Agreement, the term "Technology" means all or any portion of the data or other intellectual property owned by Licensor Technology(s) made accessible to End User by Licensor pursuant to this Agreement, inclusive of backups permitted hereunder or subsequently supplied by Licensor. As used in this Agreement, with respect to the EU General Data Protection Regulation (GDPR), the “**Purpose**” is limited to End User’s internal research pursuant to the terms and conditions of this Agreement. Specifically, this includes the use of **SeaSwallowsTool**, a new open-access engineering tool that delivers fast and accurate predictions of nonlinear wave loading on monopile-type offshore wind turbine foundations. **Any commercial or personal use outside of academic research requires a purchased license. Redistribution, modification, or resale of this tool without prior authorization is strictly prohibited.**

For commercial licensing inquiries, please contact **Prof. Jun Zang (****j.zang@bath.ac.uk****)** at the University of Bath.

INTELLECTUAL PROPERTY:
Subject to End User’s compliance with the terms and conditions of this Agreement, End User retains its own background intellectual property rights. As between Licensor and End User, Licensor retains all intellectual property rights in and to the Technology. No other rights or licenses are granted except as expressly provided in this Agreement. All rights not expressly granted under this Agreement are reserved.

PROPRIETARY; COPYRIGHT:
End User acknowledges that the Technology is proprietary to Licensor. End User agrees to use the Technology only in accordance with the terms of this Agreement. The Technology is owned by Licensor and is protected by applicable copyright laws, international treaties or conventions, and the EU General Data Protection Regulation (GDPR).

ATTRIBUTION:
Any publication or research submitted for publication, academic or otherwise, that is based on, in whole or in part, the Technology or use of the Technology must include a reference to the following citations in accordance with reasonable academic standards:

"1. Zang, J., Ding, H., Chen, X., Adcock, T. A. A., Tang, T., Hlophe, T., Dai, S., & Taylor, P. H. (2025). *SeaSwallowsTool.* Bath: University of Bath Research Data Archive. <https://doi.org/10.15125/BATH-01530>

2. Chen, L., Zang, J., Taylor, P. H., Sun, L., Morgan, G., Grice, J., Orszaghova, J., & Tello, M. (2018). An experimental decomposition of nonlinear forces on a surface-piercing column: Stokes-type expansions of the force harmonics. *Journal of Fluid Mechanics*, *848*, 42-77. <https://doi.org/10.1017/jfm.2018.339>

3. Tang, T., Ryan, G., Ding, H., Chen, X., Zang, J., Taylor, P. H., & Adcock, T. A. A. (2024). A new Gaussian Process based model for non-linear wave loading on vertical cylinders. *Coastal Engineering*, *188*, Article 104427. <https://doi.org/10.1016/j.coastaleng.2023.104427>"

FEEDBACK:
Licensor is not obligated to implement any suggestions or feedback End User might provide regarding the Technology, but to the extent Licensor does so, End User is not entitled to any compensation related thereto.

BACKUPS:
If End User is an organization, it may make that number of copies of the Technology necessary for internal use within its organization provided that all information appearing in or on the original labels, including the copyright and trademark notices, is copied onto the labels of the copies.

USES NOT PERMITTED:
Except as permitted under the “BACKUPS” section of this Agreement and to make use of the rights provided in the “GRANT OF LICENSE” section of this Agreement, End User may not modify or copy the Technology. Further, except as permitted herein, all or any portion of the data contained within the Technology may not appear in or be visible in any program, dataset, or product, whatsoever, commercial or otherwise. End User has not been granted any trademark license as part of this Agreement and may not use any of the following names or marks: “University of Bath”, any name or mark associated with Licensor, and/or any renditions of any name or mark referenced herein without the prior written permission of Licensor, except to the extent necessary to make the reference required by the “ATTRIBUTION” section of this Agreement. End User may not sell, rent, lease, sublicense, lend, time-share, transfer, provide, or provide access to the Technology, in whole or in part, to any third party.

OBLIGATIONS:
The End User shall effect and maintain reasonable security measures to safeguard the Technology from unauthorised access, use, and disclosure. Additionally, the End User shall provide on the reasonable request of the Licensor a brief report containing non-confidential information setting out actions taken to exploit the Technology. The End User grants permission for Bath to use this material for reporting the impact of the original work of Bath.

ASSIGNMENT:
End User may not assign this Agreement or any rights herein without the prior written consent of Licensor. Any attempted assignment without such consent shall be null and void.

TERM:
The term of the license granted by this Agreement is from End User's acceptance of this Agreement by signing this Agreement below until terminated as provided below.

This Agreement automatically terminates without notice if End User fails to comply with any provision of this Agreement. End User may terminate this Agreement by ceasing use of the Technology. Upon any termination of this Agreement, End User must destroy any and all copies of the Technology. End User agrees that all provisions which operate to protect the proprietary rights of Licensor shall remain in force and, as such, survive the term of the Agreement.

DISCLAIMER OF WARRANTIES:
THE TECHNOLOGY IS PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND INCLUDING ANY WARRANTIES OF PERFORMANCE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OR OF NON-INFRINGEMENT. END USER BEARS ALL RISK RELATING TO QUALITY AND PERFORMANCE OF THE TECHNOLOGY.

NO Obligation TO CORRECT OR NOTIFY OF ERRORS

Licensor makes no representation that the Technology or accompanying documentation is free of errors, bugs or omissions and expressly disclaim any duty or obligation to correct such errors or inform End User of errors discovered now or in the future. End User accepts full responsibility for verifying the results obtained from use of the Technology.

SUPPORT AND MAINTENANCE:
No support, installation, or training by the Licensor is provided as part of this Agreement.

EXCLUSIVE REMEDY AND LIMITATION OF LIABILITY:
TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, LICENSOR SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS RELATED TO END USER’S USE OF OR INABILITY TO USE THE TECHNOLOGY, EVEN IF LICENSOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSOR SHALL HAVE NO FINANCIAL LIABILITY FOR ANY REASON WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING IN MATTERS RELATED TO THE TECHNOLOGY.

EXPORT REGULATION, THIRD PARTY SOFTWARE, SEVERABILITY, NO IMPLIED WAIVERS, GOVERNING LAW AND JURISDICTION, NO USE OF NAMES, and ENTIRE AGREEMENT remain unchanged.

By signing below, the End User agrees to be bound by this Agreement:

If End User is an Individual:
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If End User is an Entity/Organization:
Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Signature of Authorized Representative: \_\_\_\_\_\_\_\_\_\_
Name/Title of Authorized Representative: \_\_\_\_\_\_\_\_\_\_
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_