

RESOLUTION Amendment for Software

of the Members' Meeting
of the
EUROPEAN FORUM for RECIPROCATING COMPRESSORS e.V. (EFRC)
on 25 April 2014

Amendment to Article XII:

(5) Upon completion of projects which also yield software development such software shall be made available to Members that are granted the license rights.

(5a) In case such software can be maintained by the research contractor preferably the software (executable) shall be made available through web services minimizing maintenance effort. Maintenance costs shall be borne by the R&D Working Group and continuation of such support shall be voted upon by the R&D Working Group.

(5b) In case software can be maintained by the research contractor but one of the Members of the R&D Working Group requests to make the source code available (e.g. for their further development and/or implementation in their own software tools) it shall be voted upon by the R&D Working Group to make the source code available. In case the source code is made available this is to be maintained by the receiving party.

(5c) In case the research contractor cannot continue in providing maintenance services the software shall be delivered to the Members that are granted the license rights in executable format and backed up by provision of source code to be maintained by the receiving party.

(5d) Developed software may be used for commercial use by the research contractor under the following conditions:

1. For direct assignments received by EFRC or another contractor of EFRC that is involved in a research project;
2. For third party assignments that strictly relate to general consultancy and not to research or development regarding reciprocating compressors;
3. For third party assignments that relate to research and development regarding reciprocating compressors, if and when prior written approval therefore is acquired by research contractor from all EFRC R&D group members, which shall not be withheld without good reason.

(6) To safeguard all rights and responsibilities set out in this Article XII, the R&D Working Group shall only engage any third party in research projects if and when such third party is willing to agree by virtue of a written contract to transfer all rights to know-how and

all intellectual property rights which are generated in the research project to EFRC or any member thereof. In the event where the use of such intellectual property rights may reasonably require access to background information of that third party, the R&D Working Group shall claim sufficient rights thereto in said written contract.