

SOLIBRI SOFTWARE LICENSE, SUPPORT AND MAINTENANCE AGREEMENT ("AGREEMENT")

Copyright Solibri Inc. All rights reserved.

1 SCOPE OF AGREEMENT

- 1.1 This is a binding Agreement between Solibri Inc. ("**Solibri**") and the firm, company, corporation or other entity who has acquired a valid license to use the Software (as defined in Section 2) ("**Licensee**").
- 1.2 If you have not acquired a valid license to use the Software, you are not entitled to download, install or use the Software.
- 1.3 The Licensee represents and warrants that each person who downloads, installs and/or otherwise takes the Software into use or otherwise accepts the Agreement (or a modified or new version thereof) is authorized to conclude a binding agreement on behalf of the Licensee and that the Licensee is bound by the Agreement. Where the Software is replaced with a later Upgrade, with which a modified or a new version of the Agreement is provided or presented, the Agreement is thereafter replaced with and the use of the Software is thereafter governed by the modified or new version of the Agreement.
- 1.4 BY CLICKING THE ACCEPTANCE OF THE AGREEMENT, DOWNLOADING, INSTALLING OR USING THE SOFTWARE, THE APIS OR THE DOCUMENTATION, THE LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT.
- 1.5 HOWEVER, IF SOLIBRI AND THE LICENSEE HAVE ENTERED INTO A WRITTEN SIGNED AGREEMENT REGARDING THE LICENSING OF THE SOFTWARE TO THE LICENSEE, SUCH SIGNED AGREEMENT SHALL PREVAIL OVER THE TERMS OF THIS AGREEMENT.

2 DEFINITIONS

As used in this Agreement, unless expressly otherwise stated, the following terms shall have the following meanings, the singular (where appropriate) shall include the plural and vice versa and references to Sections means the Sections of this Agreement:

"Active User" means a User who has started, opened or used the Software at least once within the time period for which the number of Active Users is monitored.

"API" means the application programming interfaces of the Software which may be provided by Solibri at Solibri's discretion to the Licensee for the purpose set out in Section 11. The definition of the APIs includes also all other possible tools, Documentation and contents of the possible software development kits (SDK), as well as the SDKs itself, provided by Solibri to the Licensee.

"Delivery Date" means the date Solibri has given the Licensee the opportunity to download the Software for the first time.

"Documentation" means user manuals, release notes, installation notes and other written or electronic documentation that Solibri provides or that are incorporated in or delivered with the Software, but shall exclude marketing materials.

"Error" means an error in the Software, which can be reproduced and which causes the Software not to operate materially as set out in the product description in the Documentation.

"Feedback" is defined in Section 7.

"Floating License" is defined in Section 3.2 "Floating License Grant".

"Intellectual Property Rights" means any and all intellectual property rights, such as patents, inventions (whether or not patentable), industrial designs, utility models, trademarks, logos, chip topography rights, database rights, trade secrets, domain names, trade dress, techniques, methods, processes, discoveries, copyrights (including without limitation, the right to amend and further develop as well as to assign one's rights), rights in designs, and rights in know-how, in each case whether registered or

unregistered, whether registerable or not, and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which may now or at any time hereafter exist anywhere in the world.

“**Licensee Made Enhancements**” are defined in Section 11.

“**Licensee’s Specific Rules**” are defined in Section 11.

“**Operating Partner**” means a third party who runs and operates the Software on its equipment only on behalf of the Licensee and for the benefit of the Licensee.

“**Order Confirmation**” means an electronic or written order confirmation sent by Solibri (whether automated or not) in which the Licensee’s or a Solibri’s Partner’s order for a Software license or the Support and Maintenance is confirmed.

“**Rental License**” is defined in Section 3.5 “Rental License Grant”.

“**Rental License Period**” means, unless other time period is defined in the Order Confirmation, a period of ninety (90) days starting from the Delivery Date.

“**Software**” means the Solibri software proprietary to Solibri and/or its licensors defined in the Order Confirmation, including but not limited to the Upgrades, modifications, customizations, enhancements and fixes of the Software that may be provided to the Licensee by Solibri or a Solibri’s Partner.

“**Solibri’s Partner**” means Solibri’s distributor authorized by Solibri to distribute Software licenses.

“**Solibri Solution Center**” means the hardware and software environment where Solibri manages the Software licenses of the Licensee.

“**Statistical Information**” means information on the way the Licensee and Users use and access the Software and the different functionalities and features of the Software, such as information on the time of use of different functionalities or features and of ways to use the Software, but in a form that a User’s identity cannot be identified.

“**Subscription License**” is defined in Section 3.6 “Subscription License Grant”.

“**Subscription**” means the time period during which the Licensee is granted the license to use the Software under the Subscription License.

“**Subscription Notice Time**” means the notice period applicable to the termination of a Subscription, which is, unless otherwise is defined in the Order Confirmation, at least one (1) month prior to the end of the then current Subscription.

“**Support**” means the support service for the Software, as defined in Section 9.

“**Support and Maintenance**” means the Licensee’s right to receive and use the Upgrades that Solibri has published generally to its customers and the right to receive Support for the Software, as defined in this Agreement.

“**Trial License**” is defined in Section 3.4 “Trial License Grant”.

“**Trial Period**” means, unless other time period is defined in the Order Confirmation, a period of fourteen (14) days starting from the Delivery Date.

“**Upgrade**” means a release, update, upgrade or new version of the Software published by Solibri that adds minor or major functionality or feature(s) to the Software and/or removes Error(s) and/or includes other fix(es) to the Software.

“**User**” means members of the Licensee’s personnel or of others acting on the Licensee’s behalf for the Licensee’s normal business purposes.

“**Workstation License**” is defined in Section 3.7 “Workstation License Grant”.

3 LICENSE

3.1 License Types

The Software license(s) granted to the Licensee is/are one or more of the license types defined below in this Section 3. The license type is defined in the Order Confirmation. In addition, the license restrictions in Section 4, as well as other terms and conditions in the Agreement shall apply to the Software licenses.

3.2 Floating License Grant

- 3.2.1 Subject to the Licensee's payment of the license fee payable for the license to use the Software under the floating license grant ("**Floating License**"), the Licensee is granted a non-exclusive and non-transferable right to use the Software in the Licensee's own internal operations in the Software's intended use as specified in the Documentation. The Licensee's use of the Software is limited to one (1) concurrent User at a time.
- 3.2.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.
- 3.2.3 Unless terminated in accordance with this Agreement and if not otherwise stated in the Order Confirmation, the Floating License granted herein is perpetual.
- 3.2.4 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.2.5 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.2.6 The one-time license fee payable for the Floating License includes a twelve (12) months' period of the Support and Maintenance starting from the Delivery Date. After such first twelve (12) months of the Support and Maintenance, the Support and Maintenance renews automatically as set out in Section 9 and is subject to the payment of the Support and Maintenance fee to Solibri.

3.3 Floating License in Anywhere Mode

- 3.3.1 In case the Licensee is granted the Floating License and the number of Users exceeds one (1) concurrent User at a time, then the additional User(s) have the option to use the Software in "**Anywhere Mode**". The Anywhere Mode functionalities are more limited as described in the Anywhere Mode product description in the Documentation. In other respects, the terms and conditions applicable to the Floating License in Anywhere Mode are as set out in Section 3.2 "Floating License Grant".
- 3.3.2 The Floating License in Anywhere Mode might be available from Solibri also separately without the payment by the Licensee of the Floating License license fee. Also in such case, the Anywhere Mode functionalities are more limited as described in the Anywhere Mode product description in the Documentation. In other respects, the terms and conditions applicable to the Floating License in Anywhere Mode are as set out in Section 3.2 "Floating License Grant", but THE SOFTWARE UNDER SUCH FLOATING LICENSE IN ANYWHERE MODE IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE. ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE UNDER SUCH FLOATING LICENSE IN ANYWHERE MODE, SOLIBRI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SOLIBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.3.3 The Floating License in Anywhere Mode can include Support and Maintenance to a limited extent as defined by Solibri from time to time, without any commitment or liability by Solibri. SUCH SUPPORT AND MAINTENANCE IS PROVIDED “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE. ARISING OUT OF OR IN CONNECTION WITH SUCH SUPPORT AND MAINTENANCE, SOLIBRI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SOLIBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.4 Trial License Grant

3.4.1 If the Licensee is granted the license to use the Software under the trial license grant (“**Trial License**”), the Licensee is granted a non-exclusive and non-transferable right to use the Software during the Trial Period in the Licensee’s own internal operations in the Software’s intended use as specified in the Documentation. The Licensee’s use of the Software is limited to one (1) concurrent User at a time.

3.4.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.

3.4.3 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.

3.4.4 The Licensee and the Licensee’s Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.

3.4.5 The Trial License can include Support and Maintenance during the Trial Period to a limited extent as defined by Solibri from time to time, without any commitment or liability by Solibri.

3.4.6 THE SOFTWARE UNDER THE TRIAL LICENSE AND RELATED SUPPORT AND MAINTENANCE ARE PROVIDED “AS IS”, WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE. ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE UNDER THE TRIAL LICENSE AND RELATED SUPPORT AND MAINTENANCE, SOLIBRI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SOLIBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.5 Rental License Grant

3.5.1 Subject to the Licensee’s payment of the license fee payable for the license to use the Software under the rental license grant (“**Rental License**”), the Licensee is granted a non-exclusive and non-transferable right to use the Software during the Rental License Period in the Licensee’s own internal operations in the Software’s intended use as specified in the Documentation. The Licensee’s use of the Software is limited to one (1) concurrent User at a time.

3.5.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.

- 3.5.3 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.5.4 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.5.5 Except as set out below with respect to the Rental License in Anywhere Mode, the license fee payable for the Rental License includes the Support and Maintenance during the Rental License Period.
- 3.5.6 In case the Licensee is granted the Rental License and the number of Users exceeds one (1) concurrent User at a time, then the additional User(s) have the option to use the Software in "**Anywhere Mode**". The Anywhere Mode functionalities are more limited as described in the Anywhere Mode product description in the Documentation. In other respects, the terms and conditions applicable to the Rental License in Anywhere Mode are as set out elsewhere in this Section 3.5.
- 3.5.7 The Rental License in Anywhere Mode can include Support and Maintenance to a limited extent as defined by Solibri from time to time, without any commitment or liability by Solibri. SUCH SUPPORT AND MAINTENANCE IS PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE. ARISING OUT OF OR IN CONNECTION WITH SUCH SUPPORT AND MAINTENANCE, SOLIBRI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SOLIBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

3.6 Subscription License Grant

- 3.6.1 Subject to the Licensee's payment of the license fee payable for the license to use the Software under the subscription license grant ("**Subscription License**"), the Licensee is granted a non-exclusive and non-transferable right to use the Software during the Subscription in the Licensee's own internal operations in the Software's intended use as specified in the Documentation. The Licensee's use of the Software is limited to the number of named Users as defined in the Order Confirmation.
- 3.6.2 The Software may be installed and operated on an unlimited number of computers that are owned by or leased to the Licensee or its Operating Partner. The Licensee shall ensure that the Operating Partner runs and operates the Software only on behalf of the Licensee and only for the benefit of the Licensee. The Licensee shall be liable for the actions and omissions of the Operating Partner.
- 3.6.3 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.6.4 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.6.5 The license fee payable for the Subscription License includes the Support and Maintenance during the Subscription.
- 3.6.6 Unless other Subscription for the Subscription License is defined in the Order Confirmation, the Subscription for the Subscription License is initially twelve (12) months from the Delivery Date, and thereafter each twelve (12) months' period. The Subscription renews automatically at the end of each Subscription unless it is terminated by the Licensee or Solibri with a written notice given latest at the Subscription Notice Time.

3.7 Workstation License Grant

- 3.7.1 Subject to the Licensee's payment of the license fee payable for the license to use the Software under the workstation license grant ("**Workstation License**"), the Licensee is granted a non-exclusive and non-transferable right to use the Software in the Licensee's own internal operations in the Software's intended use as specified in the Documentation.
- 3.7.2 The Software may be installed and operated on one (1) laptop or other personal computer that is owned by or leased to the Licensee or its Operating Partner and that is used by maximum of one (1) User at a time. If the Licensee installs the Software on another laptop or other personal computer, the Licensee or its Operating Partner shall permanently remove the Software from the previous laptop or other personal computer.
- 3.7.3 Unless terminated in accordance with this Agreement and if not otherwise stated in the Order Confirmation, the Workstation License granted herein is perpetual.
- 3.7.4 The Licensee or its Operating Partner may make one (1) back-up copy of the Software solely for back-up purposes, provided that the Licensee or its Operating Partner affixes to such copies all copyright and proprietary notices that appear on the original copy.
- 3.7.5 The Licensee and the Licensee's Operating Partner may use the Documentation internally in order to support the above-mentioned licensed use of the Software only on behalf of and for the benefit of the Licensee.
- 3.7.6 The one-time license fee payable for the Workstation License includes a twelve (12) months' period of the Support and Maintenance starting from the Delivery Date. After such first twelve (12) months of the Support and Maintenance, the Support and Maintenance renews automatically as set out in Section 9 and is subject to the payment of the Support and Maintenance fee to Solibri.

4 RESTRICTIONS

- 4.1 The Software, the APIs and the Documentation are licensed, not sold. Solibri reserves all rights not expressly granted in this Agreement. The Licensee shall be liable for the actions and omissions of the Users.
- 4.2 Except as otherwise expressly set forth herein, the Licensee may not:
- (a) rent, lease, license, loan, assign, resell or otherwise transfer the Software, the APIs or the Documentation or any copy thereof or to permit the Software, the APIs or the Documentation to be used, directly or indirectly, by any third party;
 - (b) use the Software, the APIs or the Documentation to offer service bureau, time-sharing or other services to third parties;
 - (c) disassemble, decompile, translate, decrypt or reverse engineer the Software;
 - (d) modify or create derivative works of the Software, the APIs or the Documentation;
 - (e) use, reproduce or copy the Software, the APIs or the Documentation;
 - (f) otherwise compromise Solibri's or its licensors' rights in the Software, the APIs or the Documentation; or
 - (g) remove any proprietary notices or labels from the Software, the APIs or the Documentation.

5 PERSONAL DATA

The Data Processing Annex is an integral part of this Agreement and shall apply to the processing of personal data under this Agreement. In the event of a conflict between the Data Processing Annex and other terms and conditions of this Agreement, the terms and conditions in the Data Processing Annex shall prevail.

6 MAINTENANCE BREAKS

- 6.1 Solibri may suspend the operation of the Solibri Solution Center and consequently the managing of the Software licenses ("**Maintenance Breaks**") for the purposes of:
- (a) installation, change or maintenance work of equipment, software or public or private networks, due to Errors, an unpredictable repair of equipment, a security risk, or as required by law, regulation, a governmental order or if recommended by any central organization in the industry, or if Solibri suspects misuse, such as burdening of the Solibri Solution Center in a manner that can jeopardize the operation of the Solibri Solution Center or if Solibri suspects transmission of viruses or malware.
- 6.2 Where reasonably possible, Solibri can inform the Licensee of the suspension reasonably in advance, or if this is not reasonably possible, after Solibri has learned of the cause of the suspension. Such notifications can be displayed also in the user interface of the Software or on Solibri's web pages.
- 6.3 A suspension of the operation Solibri Solution Center or of the use of the Software because of Maintenance Breaks is not considered as an Error or as a failure of the Software or the Support and Maintenance.

7 FEEDBACK AND STATISTICAL INFORMATION

- 7.1 If the Licensee provides findings regarding the Software, the APIs or the Documentation or other feedback information to Solibri or a Solibri's Partner ("**Feedback**"), Solibri has, during and after the term of the Agreement, a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Feedback in any and all means and for any and all purposes, such as for developing and managing the Software, the APIs and the Documentation. Solibri undertakes not to identify the Licensee as the source of the Feedback unless consented to by the Licensee. By providing the Feedback, no confidential, fiduciary or contractually implied or other relationship is created between the Licensee and Solibri, other than pursuant to the Agreement. This means, for example, that when the Licensee provides Feedback, no compensation is payable to the Licensee.
- 7.2 During and after the term of the Agreement, Solibri has a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Statistical Information in any and all means and for any and all purposes, such as for developing and managing the Software, the APIs and the Documentation. Solibri undertakes not to identify the Licensee as the source of the Statistical Information unless consented to by the Licensee.

8 LIMITED WARRANTY

- 8.1 Except for the Trial License and the licenses in Anywhere Mode, Solibri gives a warranty of ninety (90) days from the Delivery Date for the first initial license of the Software granted to the Licensee ("**Warranty Period**"). For the avoidance of doubt, warranty is not given to any APIs or any modifications, fixes or Upgrades of the Software, or if the license type is later transformed to another license type. If the period of the licensed use of the Software is shorter than ninety (90) days, then the Warranty Period is as long as the period of the licensed use.
- 8.2 Solibri will use commercially reasonable efforts to attempt to correct the Errors that the Licensee notified to Solibri in writing prior to the expiration of the Warranty Period, and to either provide the Licensee with a copy of a correction or fix of the Software, or an Upgrade including the correction or fix, or alternatively, a workaround or instructions for the Licensee to bypass the Error. Solibri does not warrant that all Errors can or will be corrected or that the Errors will be corrected within a certain time.
- 8.3 This warranty does not cover Errors: (a) arising out of misuse of the Software, such as a faulty installation or use in violation of the Documentation, usage instructions or provisions of the Agreement; (b) arising out of modification or repair of the Software by anyone else than Solibri; (c) arising out of any other product, add-on, service, materials or data; (d) arising out of use of the Software in a usage environment other than the usage environment approved in the Documentation; (e) arising out of use of the APIs or

arising out of the Licensee's Specific Rules or the Licensee Made Enhancements; (f) which could have been avoided by the use of released Upgrade; (g) caused by any customizations, features or functionalities of the Software created by Solibri to the Licensee, unless Solibri has consented in written form to give warranty for the customizations, features or functionalities. EXCEPT FOR THE LIMITED WARRANTY SET OUT HEREIN, THE SOFTWARE AND THE DOCUMENTATION ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE.

- 8.4 If it is established that an Error reported by the Licensee is not covered by the warranty, Solibri may charge for the Error diagnosis and location and correction of such Error in accordance with Solibri's then-current price list.
- 8.5 Solibri's entire liability and the Licensee's exclusive remedy under this warranty shall be the obligations of Solibri defined in this Section "Limited Warranty", or alternatively, if selected by Solibri at its discretion, to the termination of the Software license and the refund of the license fee paid to Solibri for the first initial license of the Software granted to the Licensee. Following the expiration of the Warranty Period, Solibri's liability for the Software and the Documentation shall be limited to the possible obligations under the Support.

9 SUPPORT AND MAINTENANCE

9.1 General

- 9.1.1 To be eligible for the Support and Maintenance, the Licensee must have a valid Support and Maintenance subscription and the Support and Maintenance fee must have been paid to Solibri with respect to the Software covered by the Support and Maintenance.
- 9.1.2 The Support and Maintenance are provided to the Licensee either by Solibri or the Solibri's Partner, depending on from whom the Licensee acquired the Support and Maintenance. If the Licensee acquired the Support and Maintenance from Solibri, then the Licensee may contact Solibri in the Support issues. If the Licensee acquired the Support and Maintenance from a Solibri's Partner, then the Licensee may contact the Solibri's Partner in the Support issues. For avoidance of doubt, when any User of the Licensee travels, the Licensee's Support and Maintenance contacts remain the same, and for example the Licensee's User may not contact other local Support if not agreed with Solibri or the Solibri's Partner (depending on from whom the Licensee acquired the Support and Maintenance). Solibri's Partners may also offer different types of service times, contact means and/or service levels of the support provided by them, but SOLIBRI IS NOT LIABLE OR RESPONSIBLE FOR THE SERVICES PROVIDED OR PROMISED BY SOLIBRI'S PARTNERS.

9.2 Support

- 9.2.1 As set out in Section 9.1, only if the Licensee acquired the Support and Maintenance from Solibri, then the Licensee may contact Solibri in the Support issues.
- 9.2.2 Solibri's Help Desk may be contacted only by the Licensee's named main user and other technical contact person(s), who are trained and qualified in the use of the Software and are notified to Solibri from time to time in written form. Unless agreed otherwise between the Licensee and Solibri in written form, Solibri's Help Desk may be contacted only by email. Solibri's Help Desk shall be contacted and Solibri's Help Desk server in English language.
- 9.2.3 The Support is performed remotely. Any possible on-site Support shall be subject to fees agreed by the Licensee and Solibri, and if the Licensee and Solibri have not agreed on such fees, the fees in accordance with Solibri's then-current price list. Solibri's then-current price list applies also to compensation of travel and accommodation expenses, daily allowances and travel time. The Licensee shall at its own expense procure and maintain its equipment, software and data communications connections necessary for the remote Support and for the related data security.

- 9.2.4 The Licensee shall, in connection with reporting an Error to Solibri, describe and, at the request of Solibri, demonstrate how the Error occurs. The Licensee undertakes, without delay, to provide at no charge to Solibri also other sufficient written and/or electronic information about the Error and the circumstances that give rise to the Error, as requested by Solibri. Such information may include, for example, provision by the Licensee of the Licensee's model(s) to demonstrate how the Error occurs. Before Solibri has sufficient information about the Error, Solibri's duties to investigate the Error shall not start.
- 9.2.5 As part of the Support, Solibri will use commercially reasonable efforts to attempt to correct the Errors notified to Solibri, and to either provide the Licensee with a copy of a correction or fix of the Software, or an Upgrade including the correction or fix, or alternatively, a workaround or instructions for the Licensee to bypass the Error. Solibri does not warrant that all Errors can or will be corrected or that the Errors will be corrected within a certain time, nor a certain response or service time.
- 9.2.6 In case Solibri has published a newer Upgrade or newer Upgrades, Solibri may require, as condition for the Support, that the Licensee has taken into use the newer Upgrade(s).
- 9.2.7 The Support does not cover Errors: (a) arising out of misuse of the Software, such as a faulty installation or use in violation of the Documentation, usage instructions or provisions of the Agreement; (b) arising out of modification or repair of the Software by anyone else than Solibri; (c) arising out of any other product, add-on, service, materials or data; (d) arising out of use of the Software in a usage environment other than the usage environment approved in the Documentation; (e) arising out of use of the APIs or arising out of the Licensee's Specific Rules or the Licensee Made Enhancements; (f) which could have been avoided by the use of released Upgrade or (g) caused by any customizations, features or functionalities of the Software created by Solibri to the Licensee, unless Solibri has consented in written form to provide the Support for the customizations, features or functionalities.
- 9.2.8 If it is established that an Error reported by the Licensee is not covered by the Support, Solibri may charge for the Error diagnosis and location and correction of such Error in accordance with Solibri's then-current price list.
- 9.2.9 Solibri's entire liability and the Licensee's exclusive remedy under the Support shall be the obligations of Solibri defined in this Section.

9.3 Maintenance

- 9.3.1 If the Support and Maintenance fee has been paid to Solibri for the Licensee's respective Software license, the Licensee shall have the right to access, install and use the Upgrades published by Solibri generally to its customers, during the Licensee's valid Support and Maintenance subscription.
- 9.3.2 Solibri may also decide to license new customizations, features and/or functionalities of the Software separately subject to an additional license fee payable to Solibri, in which case the right to access, install and use such new customizations, features and/or functionalities is not included in the Support and Maintenance fee.

9.4 Term of Support and Maintenance

- 9.4.1 The term of the Support and Maintenance is defined, for each license type, in the Section 3.
- 9.4.2 For the Floating License and the Workstation License, after the first twelve (12) months of the Support and Maintenance ("**Support and Maintenance Initial Term**"), the Support and Maintenance will continue to be in force for subsequent twelve (12) months' periods (each "**Support and Maintenance Renewal Term**"), unless terminated by the Licensee or Solibri with a written notice given at least one (1) month prior to the end of the Support and Maintenance Initial Term or the Support and Maintenance Renewal Term, as the case may be. If so terminated, the Support and Maintenance expires at the end of the then current term (either the Support and Maintenance Initial Term or the Support and Maintenance Renewal Term) during which the termination notice was given. The Support and Maintenance fee shall be paid to Solibri for each Support and Maintenance Renewal Term.
- 9.4.3 If the Licensee terminates the Support and Maintenance, does not renew it or it otherwise expires, then, as a condition for the ordering of the Support and Maintenance, Solibri may require that the Licensee

pays the Support and Maintenance fees for the period during which the Support and Maintenance has not been in force, as a condition for the Support and Maintenance validity.

10 INTELLECTUAL PROPERTY RIGHTS

- 10.1 Any and all Intellectual Property Rights in and to and relating to the Software, the Documentation, the APIs and the results of the Support and Maintenance, and any modifications, corrections, fixes, Upgrades, translations, amendments and derivatives thereof (by whomever made) are and shall belong to Solibri and/or its licensors.
- 10.2 However, the Licensee owns intellectual property rights in the Licensee's Specific Rules and the Licensee Made Enhancements developed solely by the Licensee, excluding at all times possible parts or portions of the Licensee's Specific Rules and the Licensee Made Enhancements which include APIs or other code or materials of Solibri and/or its licensors.
- 10.3 The Licensee hereby grants Solibri, during and after the term of the Agreement, a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Licensee's Specific Rules and the Licensee Made Enhancements, and any modifications, corrections, fixes, updates, new versions, amendments and derivatives thereof, in any and all means and for any and all purposes, such as for developing and managing the Software, the APIs and the Documentation. By providing the Licensee's Specific Rules or the Licensee Made Enhancements, no confidential, fiduciary or contractually implied or other relationship is created between the Licensee and Solibri, other than pursuant to the Agreement. This means, for example, that when the Licensee provides the Licensee's Specific Rules or the Licensee Made Enhancements to Solibri, no compensation is payable to the Licensee. The Licensee warrants to Solibri that the Licensee has necessary Intellectual Property Rights to grant such license to Solibri.

11 APIS

11.1 APIS

- 11.1.1 The Licensee may use the APIs internally during the term of the Agreement only to develop Licensee specific rules to define the rule parameters to be used by the Licensee in connection with the Software ("**Licensee's Specific Rules**") and to achieve the interoperability of the Software with other software programs developed by the Licensee ("**Licensee Made Enhancements**"). The Licensee's Specific Rules and the Licensee Made Enhancements may be used by the Licensee in the Licensee's own internal operations to use the Software as permitted in the Agreement only, and to integrate the Licensee's Specific Rules and the Licensee Made Enhancements with the Software for such purpose. For the avoidance of doubt, the Licensee may not e.g. use the APIs to create or develop code or software providing functionality similar to the Software.
- 11.1.2 The Licensee delivers all Licensee's Specific Rules and the Licensee Made Enhancements, and any modifications, corrections, fixes, updates, new versions, amendments and derivatives thereof, to Solibri before the Licensee starts to use the Licensee's Specific Rules or the Licensee Made Enhancements or any modifications, corrections, fixes, updates, new versions, amendments and derivatives thereof.
- ### **11.2 Commercial Use of Licensee's Specific Rules and Licensee Made Enhancements**
- 11.2.1 If requested by the Licensee, Solibri may at its discretion decide to grant the Licensee the right to distribute and license the Licensee's Specific Rules and/or the Licensee Made Enhancements to third parties. Such authorization can be granted by Solibri only in written signed form and is subject to Solibri's prior review and testing of the Licensee's Specific Rules and the Licensee Made Enhancements.
- 11.2.2 Any testing performed and/or acceptance granted by Solibri with respect to the Licensee's Specific Rules or the Licensee Made Enhancements does not relieve the Licensee from its obligations or liability with respect to the Licensee's Specific Rules or the Licensee Made Enhancements and shall be without prejudice to Solibri's rights hereunder. In connection with such distribution and licensing to third parties, the Licensee shall disclaim all Solibri's liabilities with respect to the Licensee's Specific Rules and the Licensee Made Enhancements and define that the licensees may not make any claims against Solibri

or its transferees or licensors in relation to the Licensee's Specific Rules or the Licensee Made Enhancements. Solibri may impose also other conditions for such right of the Licensee to distribute and license the Licensee's Specific Rules and the Licensee Made Enhancements to third parties.

11.3 Responsibilities

Solibri is not responsible for the Licensee's Specific Rules or the Licensee Made Enhancements or for providing Support and Maintenance for the Licensee's Specific Rules or the Licensee Made Enhancements. The Licensee is solely responsible for any and all claims and liabilities that may arise relating to the Licensee's Specific Rules and the Licensee Made Enhancements or the use thereof. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE APIS, THE LICENSEE'S SPECIFIC RULES AND THE LICENSEE MADE ENHANCEMENTS IS WITH THE LICENSEE. SHOULD THE APIS, THE LICENSEE'S SPECIFIC RULES OR THE LICENSEE MADE ENHANCEMENTS PROVE TO BE DEFECTIVE, THE LICENSEE ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

11.4 Modifications to APIs and Documentation of APIs

Solibri has the right to modify and enhance the APIs without prior notice, including backward incompatible changes. The Licensee is recommended to view Solibri's changelogs for updates. Also, parts of the APIs are undocumented, such as certain methods, events and properties. The Licensee is advised not to rely on the behaviour of the APIs.

11.5 Disclaimer of Warranty and Liability

THE APIS ARE PROVIDED "AS IS", WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, LIABILITY OR REPRESENTATION OF ANY KIND, AND IN PARTICULAR WITHOUT ANY WARRANTY WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE. ARISING OUT OF OR IN CONNECTION WITH THE APIS, SOLIBRI SHALL NOT HAVE ANY LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES, SUCH AS LOSS OF PROFIT, REVENUE OR GOODWILL, BUSINESS INTERRUPTION, OR PUNITIVE DAMAGES, COST OF COVER PURCHASE OR LOSS OF DATA OR FOR DAMAGES PAYABLE TO THIRD PARTIES, EVEN IF SOLIBRI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12 PRICES PAYABLE TO SOLIBRI

12.1 This Section applies if the Licensee has acquired the Subscription, other Software license and/or the Support and Maintenance directly from Solibri (and not from Solibri's Partner).

12.2 Unless otherwise set out in the Order Confirmation or otherwise agreed by Solibri and the Licensee in written form, the license fees and the Support and Maintenance fees payable by the Licensee to Solibri are in accordance with Solibri's applicable customer price list as in force at the time of the order.

12.3 Solibri may amend the agreed prices as follows:

- (a) The Support and Maintenance fee as of the start of the following Support and Maintenance Renewal Term, by notifying the Licensee at least two (2) months before the start of the Support and Maintenance Renewal Term. If the Licensee does not approve the price amendment, the Licensee may elect to terminate the Support and Maintenance as set out in Section 9.4.2; and
- (b) The license fee of the Subscription License as of the following renewal of the Subscription, by notifying the Licensee at least two (2) months before the renewal. If the Licensee does not approve the price amendment, the Licensee may elect to terminate the Subscription as set out in Section 3.6.6.

12.4 If not otherwise agreed in the Order Confirmation or otherwise agreed by Solibri and the Licensee in written form, the prices payable to Solibri are invoiced:

- (a) recurring prices, such as monthly, quarterly or annual license fee or Support and Maintenance fee, in advance of the invoicing period; and

(b) other prices monthly afterwards.

12.5 Value added tax, duties, levies and other taxes and governmental charges related to the prices are added to the prices and payable by the Licensee. This does not however apply to income tax payable by Solibri for its income. Invoices are payable within fourteen (14) days from the date of the invoice. Solibri may suspend its performance in the event that the Licensee has delayed in making any payment despite of a payment reminder. The Licensee shall pay interest on delayed payments in accordance with the Finnish Interest Act. Unless otherwise set out in this Agreement, the license fees and Support and Maintenance fees are not refundable.

13 LIMITATION OF LIABILITY

13.1 Solibri shall have no liability for any indirect, incidental, consequential, special or exemplary damages, such as loss of profit, revenue or goodwill, business interruption, or punitive damages, cost of cover purchase or loss of data or for damages payable to third parties, even if Solibri has been advised of the possibility of such damages.

13.2 In no event shall Solibri's aggregate maximum liability (including but not limited to price refunds and/or price discounts) arising out of or related to the Agreement for any and all causes of action occurred during any calendar month exceed the amount of the net prices (without VAT or other taxes or duties) paid by the Licensee (or by Solibri's Partner with respect to the Licensee) to Solibri during the said calendar month for the respective Software license and/or the respective Support and Maintenance being the cause of action.

13.3 The limitations of liability in this Section shall apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability or misrepresentation, and these limitations shall apply notwithstanding the failure of essential purpose of any remedy under the Agreement.

13.4 For the avoidance of doubt, if the Licensee has acquired the Software license and/or the Support and Maintenance from a Solibri's Partner, then any warranty and other claims that the Licensee may have arising out of or related to the Software, the Support and Maintenance or otherwise in connection with this Agreement shall be brought against the Solibri's Partner and not against Solibri.

14 TERMINATION OF LICENSE

14.1 Solibri may terminate the Licensee's right to use the Software in case the Licensee commits a breach of the Agreement and fails to remedy such breach within seven (7) days after having been given written notice in respect thereof.

14.2 On expiry or termination of the Licensee's right to use the Software, the Licensee shall cease the use of the Software, the APIs and the Documentation and shall verifiably destroy all copies of the Software, the APIs and the Documentation in the Licensee's and its Operating Partner's possession, including any copies on back-up tapes or other media. On Solibri's request, the Licensee shall certify such destruction to Solibri in written signed form. Unless otherwise set out expressly in this Agreement, upon termination of the Licensee's right to use the Software, the APIs and the Documentation for any reason, the Licensee shall have no right to refund of the whole or part of the license fee.

15 MISCELLANEOUS

15.1 Reference Right

Solibri may use the Licensee's name and logo as reference or include it to a customer list or similar reference list to be used in marketing, promotional purposes, advertising or web pages and in other public or private communications, subject to the Licensee's standard trademark usage guidelines as shall be provided by the Licensee to Solibri on Solibri's request, and in such connection mention the Licensee as a user of the Software.

15.2 Assignment and Subcontractors

Solibri may assign the Agreement without the consent of the Licensee to any third party. Solibri shall have the right to subcontract its obligations. Solibri shall be liable for the actions of its subcontractors as for work of its own. If Solibri approves that the Licensee may assign the Agreement to a third party, such approval is valid only in written form and provided that the Licensee transfers permanently all copies of the Software, the APIs and the Documentation to the approved transferee and that the Licensee ceases the use of the Software, APIs and Documentation and verifiably destroys all copies of the Software, APIs and Documentation, including any copies on back-up tapes or other media. On Solibri's request, the Licensee shall certify such destruction to Solibri in written signed form.

15.3 Export

The Licensee shall not export, or transfer for the purpose of re-export, the Software, the APIs or the Documentation in violation of any regulation, treaty, executive order, law, statute, amendment or supplement thereto. It is the responsibility of the Licensee, at the Licensee's expense, to obtain all approvals and consents required for any export or re-export.

15.4 Survival

Upon any termination of this Agreement, the following Sections shall survive: "Restrictions", "Personal Data", "Feedback and Statistical Information", "Intellectual Property Rights", "Limitation of Liability", "Termination of License" and "Miscellaneous", and disclaimers of warranty and obligation to pay prices under the Agreement. Also, any other provisions which, by their nature, contemplate effectiveness beyond the termination of this Agreement shall survive termination of this Agreement.

15.5 Entire Agreement

The Agreement supersedes all previous negotiations, marketing materials and proposals between the Parties with respect to the subject matter of the Agreement. However, this Agreement shall not terminate any already ordered valid Software licenses or Support and Maintenance subscriptions or any written signed agreements already existing between the Licensee and Solibri.

15.6 Severability

If any provision of the Agreement is held to be contrary to law, such provision shall be changed by the parties and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law. Other provisions will remain in full force and effect.

15.7 Amendment

Except as updated in accordance with Section 1 hereof, any amendment to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of the Parties.

15.8 Force Majeure

Solibri shall be discharged from its obligations and liability in the case of factors due to an impediment beyond Solibri's control, which Solibri cannot reasonably be deemed to have taken into account at the time of the conclusion of the Agreement. Such events of force majeure ("**Force Majeure**") shall include (without being limited to) war, strikes and other labour disputes, acts of government, natural disasters, accidents, fire, failures of telecommunication, general shortages of energy, and failures in Internet and other networks outside Solibri's reasonable control. A delay of a subcontractor shall be deemed as Force Majeure in case the delay of the subcontractor is also caused by Force Majeure.

15.9 Governing Law and Disputes

The Agreement shall be construed in accordance with the laws of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitration shall take place in Helsinki, Finland, and shall be conducted in English. Notwithstanding the above, Solibri shall be entitled to seek equitable and/or injunctive relief

to prevent or stop a violation of the terms and conditions in the Agreement and take legal actions concerning overdue payments, in any court of law.