



1. AGREED SPECIFICATIONS

- 1.1 These General Terms and Conditions shall govern the delivery of Products and related services.
- 1.2 Upon entering into a business relationship, a specific Agreement is established between the Parties, which is the foundation for further collaboration and is the framework for further Agreed Specifications.
- 1.3 Agreed Specifications means the agreed scope of the Delivery, as well as functional and other requirements, including the end-user license agreement ("EULA") made available on the Reseller's website, product descriptions stated in the purchase order and/or in the order confirmation, trade offers, trade agreements and any other terms issued by the Reseller in connection with the sale and delivery.
- 1.4 In the event of any conflicting information in the Agreement, the parts of the Agreement prepared by the Parties shall take precedence over these General Terms and Conditions.
- 1.5 The Agreed Specifications may only be waived by a duly executed written agreement between the parties.
- 1.6 The Agreed Specifications take precedence over any Customer's standard, business or purchasing terms. Reseller's acceptance of any purchase order issued by the Purchaser shall be limited to the Agreed Specifications. Any additional or different terms set forth or referenced in Purchaser's order that conflict with the Agreed Specifications are hereby objected to and shall not be deemed a part of the resulting order.
- 1.7 If reference has been made in the Agreement to a third party's special provisions with respect to certain Products, such provisions take precedence over the provisions stated below with respect to the use of the Products.

2. ORDER AND CONFIRMATION

- 2.1 Orders are not binding until accepted by the Reseller in writing. A binding purchasing agreement has been concluded when the Reseller has confirmed the Purchaser's order by electronic mail/confirmation and such confirmation has reached the Purchaser.
- 2.2 The Reseller will issue an electronic order confirmation as soon as possible with information on the Purchaser's name and address, payment method and a list of products and services ordered.
- 2.3 Quotations made by the Reseller in whatever form, are not binding and only constitute an invitation to the Purchaser to place an order. All quotations issued by the Reseller are revocable and subject to change without notice.
- 2.4 The Reseller is entitled to refuse an order without indication of reason.



- 2.5 Deliveries pursuant to a supplementary agreement shall constitute separate deliveries, unless specifically stated to the contrary.

3. DELIVERY AND INSTALLATION

- 3.1 The Reseller shall deliver instructions and a link to installation within five (5) days.
- 3.2 The Purchaser shall install the Products in accordance with the instructions provided by the Reseller.
- 3.3 In the event the Reseller shall provide a specific installation adapted to the Purchaser, the Parties shall enter into a separate agreement regarding Services.
- 3.4 The Purchaser is encouraged to examine the Products immediately upon delivery.
- 3.5 The risk associated with the Delivery shall pass to the Purchaser by the time of delivery.

4. USE OF PRODUCTS

- 4.1 The Purchaser purchases a license, giving the Purchaser a right to use the Products in accordance with the Agreed Specifications including the EULA agreement. Unless otherwise agreed, the Purchaser shall be entitled to use the Products for the time specified in the purchasing agreement.
- 4.2 The Purchaser acknowledges and agrees that the Supplier (and/or its licensors) owns all intellectual property rights related to the Products, Services and their documentation.
- 4.3 The Purchasing agreement does not grant the Purchaser any rights regarding patents, copyrights, database rights, trade secrets, tradenames, trademarks (registered or unregistered), or any other rights in respect of the Products, services and their documentation.
- 4.4 The Purchaser shall not, other than if permitted by law, attempt to sell, copy, modify, duplicate, transmit, distribute, lend, rent out or in any other way dispose of the Product and/or its documentation in violation of the Supplier's rights.
- 4.5 The Purchaser shall not attempt to build a product or service which competes with the Products of the Supplier, use the Products to provide services to third parties or in any other way attempt commercial exploitation.



5. SUBSCRIPTION

- 5.1 With the purchase of the Product, the Purchaser also purchases a Subscription entitling the Purchaser to Support and Service during agreed period of time.
- 5.2 The Purchaser shall pay the Subscription charges in accordance with the payment terms.
- 5.3 Following expiry of the initial Subscription period and any renewal period, the Subscription shall automatically renew over subsequent renewal periods unless terminated by one of the Parties.
- 5.4 If the Purchaser wishes to terminate the Subscription, written notice of termination from the Purchaser must reach the Reseller no later than 45 days (weekdays) before the beginning of the new subscription period.
- 5.5 If the Purchaser wishes to make changes to the Subscription, written notice hereof from the Purchaser must reach the Reseller no later than 45 days (weekdays) before the beginning of the new subscription period.
- 5.6 The Reseller is entitled to terminate the Subscription with one (1) month's written notice.
- 5.7 The Reseller can provide support to a Purchaser without a valid Subscription, if a separate agreement regarding Services with applicable general terms and conditions is concluded.

6. TERM

- 6.1 Term license agreement is the right for Purchaser to software for a fixed period of time. Term license agreement entitling the Purchaser to Support and Service during term period.
- 6.2 The Purchaser shall pay the term charges in accordance with the payment terms.
- 6.3 Following expiry of the initial term period and any renewal period, the term agreement shall automatically renew over subsequent renewal periods unless terminated by one of the Parties.
- 6.4 If the Purchaser wishes to terminate the term agreement, written notice of termination from the Purchaser must reach the Reseller no later than 45 days (weekdays) before the beginning of the new term period.
- 6.5 If the Purchaser wishes to make changes to the term agreement, written notice hereof from the Purchaser must reach the Reseller no later than 45 days (weekdays) before the beginning of the new term period.



7. Support & Service Level Agreement

- 7.1 While the Purchaser has a valid Subscription to the Products, the Purchaser is entitled to Support from the Reseller.
- 7.2 The Reseller deliver support and error tracking to specific defined issues in the SOLIDWORKS Software.
- 7.3 The Reseller will send issued information (files, correspondence, photos, etc.) without further notice to Dassault Systèmes SOLIDWORKS Corp., unless a signed NDA is claimed in beforehand.
- 7.4 The Reseller can, with assistance from Dassault Systèmes SOLIDWORKS Corp, troubleshoot specific, well-defined defects and deficiencies in the SOLIDWORKS software.
- 7.5 The Reseller do have the possibility of presenting solutions to specific customer task, which cannot be solved during general support, based on hourly charged consultancy. Assistance to specific tasks mentioned below is considered consultancy and will not be covered by regular support.
- Installation
 - Upgrades of installations
 - Model design and/or creation
 - Setup of templates
 - Creating and editing macros
 - Define rules and flows
 - Simulation (setup, calculation, verification etc.)
 - IT and hardware related issues
 - PDM and HostPLM setup and/or modification of a present PDM and/or HostPLM setup
 - Upgrading file databases and/or physical files

For other issues considered not to be covered by general support (eg. due to complexity and/or priority of tickets), the Reseller may present the Purchaser with general guidelines for the use of SOLIDWORKS software and the standard functionality within.

The Purchaser has the task and responsibility of understanding and implementing these guidelines / instructions in the specific, customer related task.

The Reseller can also provide access and share knowledge from both the Reseller's and SOLIDWORKS knowledge base and user community.

Similarly, The Reseller can recommend training sessions or consultancy to The Purchaser if such a need is identified and not covered by general support.

- 7.6 The Reseller can forward detailed error tracking procedures to the Purchaser for implementation in order to solve the specific issue, prior to any further support.
- 7.7 The Support is open on business days as specified on the Reseller's website at any given time.



- 7.8 The Support is applicable for Purchaser's questions regarding the functionality of the Products. Any added customizations or Services that the Purchaser has bought from the Reseller shall not be part of the Product and will hence not be included in the Support.
- 7.9 The Support is applicable for the functionality of the current product version and two versions prior to the date of the Agreement. The Support does not include any future updates unless a subscription is valid.
- 7.10 The Purchaser acknowledges that, in giving any opinion or advice, the Reseller relies on the information provided by the Purchaser. Accordingly, the Purchaser undertakes to provide complete and accurate information about anything that is or may be relevant to the Support and to provide such other information as the Reseller may reasonably request.
- 7.11 The Reseller does not warrant that the Support is able to resolve the Purchaser's problem with the functionality of the Product. Furthermore, the Reseller does not give any warranties regarding the connection time between the Purchaser and the Support.
- 7.12 In the event Support is requested, the Purchaser shall take all necessary action to ensure that its technology is protected. The Purchaser is responsible for creating and maintaining current and complete back-up files, logins, passwords, etc. for any Purchaser data and programs that may be affected by the Reseller's support.

8. CONFIDENTIALITY

- 8.1 Each party shall maintain the confidentiality of the other party's Confidential Information and shall not, without the prior written consent of the other, use, disclose, copy or modify the other party's Confidential Information other than as strictly necessary for the performance of its rights and obligations under the Agreement.
- 8.2 The Reseller shall treat all information, which is received while performing Support and Service, as Confidential Information.
- 8.3 In the event the Reseller deems that support must be given by the Supplier, the Reseller may disclose Confidential Information to the Supplier whereupon the Supplier is obligated by the confidentiality undertaking stated in the EULA.
- 8.4 The confidentiality shall not apply to information which is or comes into the public domain without breach of the Agreement, or was in the possession of the receiving party prior to receipt from the disclosing party without an obligation of confidence, or was obtained from a third party free to disclose such information, or is required to be disclosed by law or by any legal obligation.



8.5 The confidentiality undertaking shall survive termination of the Agreement and last for a period of three (3) years.

9. LIABILITY

9.1 This clause sets out the entire financial liability of the Supplier and the Reseller, including any liability for the acts or omissions of its employees, agents and sub-contractors, to the Purchaser in respect of any breach of the Agreement and any use made by the Purchaser of the Software, Support and Services.

9.2 In accordance with EULA, the Reseller shall not be liable for faults in the Product.

9.3 In the event a fault cannot be solved through the Reseller's Support, the Reseller shall forward a service request to the Developer.

9.4 All deliveries, software, Support and Services provided to the Purchaser under the Agreement, are provided on an "as is" basis.

9.5 The Purchaser assumes sole responsibility for the use of the software, Support and Services, and their associated documentation, and for conclusions drawn from the use.

9.6 The Supplier and the Reseller shall have no liability for any damage caused by errors or omissions in information, instructions or data provided by the Purchaser, or caused by actions taken at the Purchaser's direction.

9.7 The Supplier and the Reseller shall not be liable for any loss of profits, loss of business, depletion of goodwill and/or similar losses or loss or corruption of data or information, or pure economic loss, or for any special, indirect or consequential loss, costs, damages, charges or expenses however arising under the Agreement.

9.8 The Supplier and the Reseller's total aggregate liability arising in connection with the performance of the Agreement shall be limited to the total of 25 percent of the prize of the Delivery (excluded the value of the Subscription). The Supplier and the Reseller are not liable for the Purchaser's liability towards a third party.

9.9 The Purchaser acknowledges and accepts that the Supplier and the Reseller shall have no liability or responsibility for ensuring the Purchaser's compliance with applicable law, legal and regulatory industry standards, safety requirements and risk management etc.

9.10 If a Party is prevented from performing its obligations under this Agreement as a result of circumstances beyond his control, for example lightning, labor conflicts, fire, natural disaster, changed provisions issued by public authorities, intervention by public authorities, as well as faults or delays in services provided by subcontractors due to the aforesaid circumstances, such shall constitute force majeure and result in a postponement of the agreed time for performance and release from damages and any other sanctions. The



aforesaid shall apply regardless of whether the cause of the delay occurs before or after the agreed delivery date. If performance of the Agreement is materially hindered for more than 3 months as a result of any circumstance stipulated above, either Party shall be entitled to terminate the Agreement in writing without incurring any liability in damages.

- 9.11 The Purchaser shall install the Products in accordance with the instructions provided by the Reseller. Otherwise, the Reseller cannot guarantee the functionality of the Products and/or Support.

10. ASSIGNMENT OF THE AGREEMENT

10.1 This Agreement may not be assigned without the consent of the other Party.

10.2 However, the Reseller may, without the consent of the Purchaser, assign the right to receive payment pursuant to this Agreement.

11. GOVERNING LAW, DISPUTES

11.1 The law governing the Agreement shall be dependent upon the nationality of the PLM Group subsidiary entering into the Agreement. If the PLM Group subsidiary is Swedish, the Agreement shall be governed by Swedish law etc.

11.2 All disputes arising out of or in connection with the Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. Seat of arbitration shall be dependent upon the PLM Group subsidiary entering into the Agreement with the Purchaser in accordance with the below

- In Sweden, seat of arbitration shall be Malmo;
- In Denmark, seat of arbitration shall be Copenhagen;
- In Norway, seat of arbitration shall be Oslo;
- In Finland, seat of arbitration shall be Helsinki;
- On Iceland, seat of arbitration shall be Reykjavik;
- In Estonia, seat of arbitration shall be Tallinn; and
- In Latvia, seat of arbitration shall be Riga.