



GENERAL TERMS AND CONDITIONS FOR PURCHASE AND DELIVERY OF LICENSES TO THIRD PARTY PRODUCTS

All contracts for the purchase and delivery of Licenses made between PLM Group (556420-1456) (including its Group with the exception of PLM Group ApS) ("PLMG") and a purchaser (hereinafter referred to as the "Customer") are subject to these General Terms and Conditions of Purchase and Delivery of Licenses (GT&CPD).

Each purchase for sale and delivery being a separate Purchase Order and Agreement. By placing an order, whether in writing or orally, the Customer acknowledges and agrees to be bound by these terms and conditions. This acceptance is applicable regardless of the format in which the order was made.

In this Agreement, each party individually shall be referred to as "Party" and collectively as the "Parties".

No other terms or conditions included with or contained in the Customer's Purchase order, or any other document will be part of any agreement between the Parties for the purchase and delivery of Licenses unless explicitly accepted in writing by PLMG. This Agreement shall take precedence over any conflicting terms provided by the Customer.

PLMG reserves the right to change these terms and conditions at any time. The most current version of the GT&CPD at the time of the service delivery will apply.



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1 BACKGROUND AND AGREEMENT

- 1.1 PLMG is a reseller of Licenses to Third Party Products, as defined below. The use of Third Party Products through a License is subject to the licensing terms and other terms applied by the owner of such Third Party Products. Besides offering Licenses, PLMG offers Professional Services regarding Licenses and Third Party Products.

The scope and terms of the purchase of Licenses are set out in these GT&CPD and the Purchase Order, which constitute an integral part of the Agreement. If these GT&CPD and the Purchase Order contain conflicting information, the Purchase Order shall take precedence over these GT&CPD, unless the circumstances obviously dictate otherwise.

2 DEFINITIONS

- 2.1 Unless the context or the circumstances clearly dictate otherwise, the following words and concepts will have the meaning stated below:

"Agreement" means this document including its appendices and the Purchase Order.

"Agreement on Professional Services" means an agreement between the Parties regarding Professional Services.

"Business Day" means any Monday through Friday which is not a public holiday or equivalent in the country where the relevant Group entity constitutes a party to this Agreement (e.g. Midsummer Eve, Christmas Eve and New Year's Eve).

"Defect" means a License error or fault resulting in the License not substantially functioning in accordance with the License Documentation.

"Effective Date" means the date when the Agreement is concluded either orally or in writing.

"Group" means a party and all entities which at the date of the Agreement are

members of the same group (Sw. "koncern") as the party according to the definition in the Swedish Companies Act.

"License/s" means the licenses to the Third Party Products and further specified in the Purchase Order.

"Order" means order for Licenses made by the Customer.

"Professional Services" mean consultancy services given by PLMG in accordance with a separate contract entered by the Parties.

"Purchase Order" means the agreement either orally or in writing agreed between the Parties concerning the purchase of Licenses.

"Purchase Price" means the purchase price for the Licenses in accordance with the Purchase Order, constituting a subscription.

"Term" means the period from the Effective Date of the Agreement until it is either terminated or expired.

"Third Party Products" mean such third-party software and software tools that



are stipulated in the Purchase Order and which the Customer gets access to through the Licenses.

3 LICENSES AND CONCLUSION OF AGREEMENTS

- 3.1 PLMG is a reseller of licenses to Third Party Products (Licenses) specified in the Purchase Order. PLMG has no claim to right of ownership or intellectual property rights to the Third Party Products. PLMG is in no way liable for faults or defects in a Third Party Product. To clarify, the Licenses constitute licenses to Third Party Products and ownership of and all intellectual property rights in the Third Party Products vest exclusively in such Third Party and, as the case may be, its suppliers. Licensing of all Third Party Products are subject to the licensing terms of such Third Party (including the "CLOSA" consisting of OST, SLA and support policy). A link to the current Third Party licensing terms will be attached to the Purchase Order, but the Customer is responsible for ascertaining all requirements regarding use of Third Party Products. By entering into the Agreement, the Customer understands and accepts that in order to use Third Party Products and have any use of the Licenses, the Customer must accept such Third Party Product licensing terms.
- 3.2 Purchase Orders are not binding until accepted by an authorized representative of the Customer and accepted by PLMG either orally or in writing. The person who, on behalf of the Customer, has accepted any previous Purchase Order shall always be seen to have the authority to accept a binding Purchase Order with PLMG. A binding Agreement has been concluded when PLMG has confirmed the Customer's order either orally or by electronic mail/confirmation and such confirmation has reached the Customer.

4 PROFESSIONAL SERVICES

- 4.1 In addition to this Agreement, the Customer acknowledges and agrees that in order to receive service, support, modifications, or other Professional Services by PLMG regarding Licenses and Third Party Products that are not provided through this Agreement, Customer must enter into a separate Agreement on Professional Services with PLMG by placing an order either orally or in writing. The terms and conditions of these separate Agreements on Professional Services shall be negotiated and agreed upon between the Customer and PLMG, and shall govern the specific scope, deliverables, timeline, and compensation related to Professional Services and can be further specified in a statement of work or made orally between the Parties.
- 4.2 Moreover, the Parties may enter into an agreement regarding service level (SLA).
- 4.3 To clarify, if PLMG and the Customer has not entered into an Agreement of Professional Services nor an SLA in addition to the Purchase Order, service, support and other services are only subject to section 8 of these GT&CPD and such service/support that is given by the owner of Third Party Products (for which PLMG is not responsible).

5 FEES AND PAYMENT TERMS

- 5.1 Customer shall pay the Purchase Price to PLMG according to the Purchase Order or otherwise agreed orally or in writing by PLMG and the Customer.



- 5.2 The applicable payment option for the Customer shall be determined by the agreement between PLMG and the Customer which may be established either within the Purchase Order or in writing or orally at the time of ordering the subscription or other services relating to this Agreement. The Purchase Price is to be paid through a subscription during the Term. There are different subscription options. Unless otherwise agreed orally or in writing, which subscription option chosen by the Customer will be stated in the Purchase Order.

If not otherwise agreed all subscriptions are subject to the following terms regarding the Term and termination: Unless the Agreement is terminated by a Party upon 60 days written notice before the expiry of the Term, the Agreement shall remain in force by successive periods corresponding to the same Term as the initial Term ("Renewed Term"), unless terminated by either Party by written notice prior to the expiry of the Renewed Term subject to the same notice periods as applied during the initial Term.

Termination of Subscription: Upon termination, the Customer's access to Third Party License through the License shall cease, subject to any rights or obligations provided elsewhere in this Agreement or Third Party licensing terms.

- 5.3 Upon entering a Renewed Term, PLMG reserves the right to adjust the Purchase Price outlined in this Agreement to apply during the Renewed Term, provided that a written notice is given at least 90 days prior to the Renewed Term. The notice shall specify the proposed new prices and the reasons for the adjustment. If no objection is raised by the Customer within 30 days, the adjusted prices shall become effective upon the commencement of the Renewed Term. However, if the Customer objects to the proposed price adjustment within the notice period, the following shall apply. Upon the Customer's objection to the adjustment of the Purchase Price, PLMG shall have the right to terminate the Agreement before the start of the Renewed Term, notwithstanding the above notice period of 60 days.

This price adjustment clause shall apply to each Renewed Term of this agreement unless otherwise agreed upon in writing by both Parties.

- 5.4 Payment of Purchase Price shall be made within such time stipulated in the Purchase Order. The invoice must be issued no earlier than Delivery of the License. Unless agreed otherwise, all invoices are due (14) calendar days after the date of invoice.
- 5.5 Late payment shall carry interest according to the Swedish Interest Act or other applicable Interest Act.
- 5.6 If after, after the conclusion of the Agreement, further legal entities are added to the Group for whose business Customer wishes to use the Licenses, the Parties shall first agree upon additional Purchase Price and any other relevant conditions for such use.

6 DELIVERY

- 6.1 If not otherwise agreed between the Parties, PLMG shall make the License available for electronic download within a reasonable time from the conclusion of the Agreement. The License shall be deemed to be delivered upon PLMG making it available for electronic download.

The License shall be delivered by PLMG and installed by the Customer. If agreed in writing, orally or within the Purchase Order, PLMG may assist in installation and testing in the premises of the Customer at the address specified in the Purchase Order or remotely.



- 6.2 Delivery is deemed to have occurred when the License has been made available for electronic download. All risks in the License shall pass to Customer upon Delivery.
- 6.3 Customer shall give all necessary access to the relevant premises and computer systems for PLMG's personnel in connection with delivery and installation.
- 6.4 Note that use of Third Party Licenses for which the Licenses give access requires the Customer's acceptance of Third Party licensing terms.

7 DELAYS IN DELIVERY

PLMG shall not be deemed delayed within the agreed time due to: i) the Customer; ii) Force majeure in accordance to this Agreement; iii) the supplier of Third Party Products (including actions that delays access to the License by such supplier; or iv) any other reasons beyond PLMG's control. Any additional costs incurred due to such delays attributable by the Customer shall be borne by the Customer.

8 INSTALLATION AND OTHER PROFESSIONAL SERVICES

- 8.1 The Customer shall be responsible for the installation of the License. If PLMG assists the Customer during the installation, PLMG shall have the right to charge the Customer in accordance with the then current price list of PLMG.
- 8.2 With the purchase of the Licenses the Customer is entitled to limited support and service regarding the License and the use of Third Party Products during the Term (the "Support"). Support is given on regular business hours which is to be found at <https://support.plmggroup.eu/hc/en-us/articles/211590609-Contact-us>. The Support is applicable for Customer's questions regarding the functionality of the Licenses or Third Party Products. Any added customizations or services that the Customer has bought from PLMG shall not be part of the License and will hence not be included in the Support.

The Support is applicable for the functionality of the current version of Licenses or Third Party Products and two versions prior to the date of the Agreement. The Support does not include any future updates unless a subscription is valid. Furthermore, the support does not include:

- i. Installation
 - ii. Upgrades of installations
 - iii. Model design and/or creation
 - iv. Setup of templates
 - v. Creating and editing macros
 - vi. Define rules and flows
 - vii. Simulation (setup, calculation, verification etc.)
 - viii. IT and hardware related issues
 - ix. PDM and HostPLM setup and/or modification of a present PDM and/or HostPLM setup
 - x. Upgrading file databases and/or physical files
- 8.3 PLMG has the right to, at its own discretion, determine what constitutes Support and what doesn't. If Support results in adjustments or changes to Third Party Product, PLMG shall not, in any way, be responsible for errors or deficiencies in Third Party Product due to such adjustments or changes. The Customer shall instead seek support from the supplier of said Third Party Product.



- 8.4 If the Parties have entered into an Agreement on Professional Services, the Customer is entitled to further services stated therein.

9 DEFECT, DEFICIENCIES AND WARRANTY

- 9.1 PLMG warrants that it has obtained the right from the owners of Third Party Products to distribute licenses to Third Party Products in accordance with this Agreement.
- 9.2 PLMG is not responsible for any defect or deficiency in Third Party Product. The Customer is in such cases obliged to seek support from the supplier of such Third Party Product.
In case of PLMG's breach of its warranty according to 9.1, PLMG is only responsible to the extent of section 11 below.

10 THIRD PARTY PRODUCTS

- 10.1 The License is a license to use Third Party Products.
In order to use the Licenses, the Customer is obliged to obtain and accept any necessary licensing terms provided by the supplier of Third Party Products.
- 10.2 The Customer may review the content of Third Party Products at the respective Third Party website. PLMG may provide the Customer with further information regarding Third Party Products upon the Customer's request.

11 LIABILITY AND LIMITATION OF LIABILITY

- 11.1 Except if otherwise expressly set out in these GT&CPD and Agreement the Parties are liable for damages caused by negligence due to Party's breach of contract or defect or deficiency in Licenses.
- 11.2 Party's liability is limited to compensation for direct damages or loss and thus, not liable for any lost profit or other indirect damages or loss of any kind.
- 11.3 Each Party's maximum liability shall in no event be greater than the smallest amount of 25 % of the Purchase Price paid or one (1) year's payments of the Purchase Price.
- 11.4 The above-mentioned limitations of liability do not apply to any damage caused intentionally or by gross negligence.

12 FORCE MAJEURE

- 12.1 A Party shall be excused from performance of its obligations under the Agreement, if performance is prevented due to circumstances outside the Party's control ("Force Majeure"). Performance shall be resumed as soon as the force majeure event ceases to affect performance.
- 12.2 Force Majeure events shall include war, war action, terrorist attacks, cyber-attacks and/or viruses, pandemics or epidemics, orders by public authorities, new or amended legislation, industrial action or other circumstances outside the affected Party's control.
- 12.3 A Party whose performance is affected by an event of Force Majeure shall notify the other Party in writing thereof without delay.



- 12.4 Notwithstanding the foregoing, a Party shall be entitled to void the Agreement if the performance by the other Party of a material obligation hereunder has been prevented for more than three (3) months.

13 CONFIDENTIAL INFORMATION

- 13.1 Each Party undertakes, without limitation in time, not to disclose to any third party any Confidential Information received from the other Party under or as a consequence of this Agreement. The provisions, set out in this section, apply unless the Parties have signed a separate confidentiality agreement that involves a more extensive privacy commitment between the Parties.

The term “Confidential Information” for purposes hereof means all information pertaining to the License and this Agreement and all other information – technical, commercial or other – irrespective of embodiment, written or not, with the exception of:

- a) information which is or comes into the public domain other than through breach by the receiving Party of this Agreement;
- b) information demonstrably in the receiving Party’s possession prior to receipt thereof from the other Party;
- c) information demonstrably received by the receiving Party from third parties without any obligation of confidentiality; and
- d) information which the receiving Party is under an obligation to disclose under any statute, ordinance, court order, rules of a stock exchange or the like.

In the event of information under c) above, the Party may not disclose to others the fact that the same information was received from the other Party hereunder.

- 13.2 Each Party shall ensure that its employees and consultants will observe the obligation of confidentiality by entering appropriate arrangements commensurate with the Party’s obligations hereunder.
- 13.3 Each Party shall comply with the reasonable rules pertaining to data security communicated to it by the other Party.

14 CONSEQUENCES OF THIRD PARTY TERMINATION

- 14.1 The Customer is aware and accepts that the use of Third Party Products through the Licenses is subject to such Third Party licensing terms. If the Customer violates any provisions of such Third Party resulting in the Customer no longer getting access to Third Party Products, PLMG is no way responsible. PLMG reserves the right to charge the Customer the Purchase Price (for the entire Term) according to the Agreement.

15 RETURN OF THE LICENSE

- 15.1 In the event the Agreement is terminated, for any reason, the Licenses and all related material shall be deleted or returned to PLMG in accordance with PLMG’s instructions. Customer shall, upon PLMG’s request, submit to PLMG a written certificate that the deletion has been completed. PLMG may, upon termination of the Agreement, immediately deny the Customer access to Third Party Products through the Licenses.



16 ASSIGNMENT OF THE AGREEMENT

- 16.1 The Customer may not in wholly or partly assign or pledge its rights and/or obligations under this Agreement to any third party without the prior written approval of PLMG. PLMG may however assign and pledge its rights and/or obligations under this Agreement to a third party without the Customer's consent. The Customer shall however, with undue delay, be informed about such assignment or pledge.

17 HEADINGS

- 17.1 The division of these GT&CPD into separate articles and the insertion of headings shall not affect the interpretation of these GT&CPD.

18 AMENDMENTS

- 18.1 Only those amendments and additions to the Agreement that are made in writing and signed by the Parties are valid. PLMG reserves the right to make changes to these GT&CPD at any time. Any substantial changes will be given notice to the Customer. If the Customer does not, within the 30 days' notice period, object to the change, the revised version of these GT&CPD shall automatically come into effect at the end of the notice period. If the Customer objects to the proposed change/s, PLMG reserves the right to terminate the Agreement upon 30 days written notice, notwithstanding any Term length.

19 WAIVER

- 19.1 Any failure by one Party to complain of any act or failure to act of the other Party or to declare that other Party in default shall not constitute a waiver by the first Party of its rights under this Agreement.

No waiver of any rights under these GT&CPD or Agreement shall be effective unless in writing and signed by PLMG.

20 ENTIRE AGREEMENT

- 20.1 This Agreement sets out the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof. This Agreement together with any documents referred to in this Agreement supersedes and replaces, without limitation, all earlier discussions, communications, understandings, and arrangements of any kind between the Parties hereto relating to such subject matter.

21 GOVERNING LAW AND DISPUTE

- 21.1 The Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 21.2 Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the SCC Arbitration Institute (the "SCC").

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration



Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

- 21.3 The Parties undertake, without limitation in time, unless compelled to do so, that they will not disclose
- a) the existence or contents of an arbitration award issued in connection with the Agreement;
 - b) information about negotiations, arbitral proceedings or mediation in connection with the Agreement;
 - c) rulings or awards issued by an arbitral tribunal in connection with the Agreement.