

TERMS AND CONDITIONS OF PROFESSIONAL SERVICES

All contracts for the purchase and delivery of Professional Services 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 Terms and Conditions ("T&C") of Professional Services (the "Agreement"). Each contract for sale and delivery of services constitutes a separate 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 Professional Services, 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 T&C at any time. The most current version of the T&C at the time of the service delivery will apply.

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DEFINITIONS

Unless the context or the circumstances clearly suggest otherwise, the following words and concepts shall be deemed to have the meanings stated below:

Agreement

This document including its appendices and the Purchase Order.

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).

Criteria

Means the acceptance and/or completion criteria set out in the Scope of Work and as is defined under clause 2.

Customization

Means customization and development of software which is made specifically for the Customer.

Deliverable Item

Means deliverable items specified in a Scope of Work.

Effective Date

The Effective Date is the day of the order made by the Customer, either orally or in writing.

PLMG

Means all subsidiaries within the PLM Group and any of its affiliates (Sw. "koncern") according to the definition in the Swedish Companies Act with the exception of PMG ApS.

PLMG Owned Software

Means software developed and/or owned by PLMG.

Product(s)

Means the commercial 3rd party software products distributed by PLMG which are subjected to General terms and conditions for purchase and delivery of licenses to third party products (available on PLM's website).

Purchase Order

Means the agreement either orally or in writing agreed between the Parties concerning the purchase of Licenses.

Renewal Date

Means the date from which the services within the Services are renewed in accordance with these General Terms and Conditions.

Services

Services provided by PLMG within the scope of the Agreement. Services include training, consulting and maintenance.

Scope of Work

Description of the Services to be performed.

Specification Changes

Means such requests for change by PLMG or Customer for changes as is stated under clause 9.

Subscription

Means the agreement on subscriptions of PLMG Owned Software and/or licenses to Products.

Subscription Term

Means the agreement term of Subscriptions.

Support

Means such support and maintenance

included in the purchase and licensing of the Product, for which there is no extra charge and which is valid for as long as the Customer holds a valid subscription. For purchasing and licensing of 3rd party Products, the Parties shall enter into a separate agreement with applicable general terms and conditions.

System

Means the operative system of the Product.

Training

Trainings can be either Open/Scheduled, meaning they are available for booking on our website, or they can be Closed/Customized, meaning they are special tailored for a specific customer and therefore treated as Services.

Warranty Period

Means thirty (30) days following PLMG's delivery of Deliverable Item.

1. PROFESSIONAL SERVICES

- 1.1 Services shall only be provided during Business Days, unless otherwise agreed between the Parties. Services for which PLMG in its sole discretion determines require more than four (4) hours in total shall be planned no earlier than eight (8) weeks in advance. It is the responsibility of the Customer to plan the requests of performance of the Services in accordance with the abovementioned notice period.
- 1.2 PLMG warrants that such Services shall be performed in a good and workmanlike manner in accordance with industry standards.

2. APPROVAL OF DELIVERY

- 2.1 The Customer shall within seven (7) working days from the delivery of the result of the consulting services, or any other period the Parties have agreed upon in writing, verify that the results fulfil the agreed-upon terms. If there are any complaints, PLMG will determine if they are substantial or whether any changes are required. If no complaints are received within the specified period, the results will be deemed accepted.
- 2.2 For deliverables specified in Scope of Work as being subject to acceptance and completion (each a Deliverable Item), Customer agrees that the acceptance and completion criteria shall be set out in the relevant Scope of Work or in a mutually agreed attachment to a Scope of Work (Criteria). Reviews are to be conducted within the framework of the Criteria as set out in the Scope of Work. The Parties may mutually agree to modify the Criteria.

3. DELAYS IN DELIVERY

- 3.1 PLMG shall not be deemed delayed within the agreed time due to: i) the Customer; ii) Force majeure in accordance to this Agreement; or iii) 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.

4. FEES, PAYMENTS, AND COSTS

- 4.1 Customer shall pay the Purchase Price to PLMG according to the Agreement or otherwise agreed orally or in writing by PLMG and Customer.
- 4.2 The applicable payment option for the Customer shall be determined by the agreement made between PLMG and the Customer, which may be established either be in writing or orally at the time of ordering the Services.
Unless otherwise is agreed between the Parties in writing, consulting services performed by PLMG to the Customer under the Agreement shall be paid for on a time and materials basis in accordance with PLMG's at the time of execution of the consulting services applicable standard prices.
- 4.3 Customer agrees to pay amounts equal to any taxes attributable, in accordance with the national applicable laws and regulations deemed to be applicable in delivering the Services, except for taxes based upon PLMG's net income. Unless agreed otherwise, all invoices are due fourteen (14) calendar days after the date of invoice.
- 4.4 Unless otherwise expressly, Customer shall reimburse PLMG for all travel and living

expenses incurred by PLMG personnel in the performance of the Services.

- 4.5 PLMG reserves the right to change its fees for Services at any time. All fees stated in the Agreement are firm and fixed during the period under which Services are provided to the Customer. However, the adjusted fees shall apply regarding any new agreements on additional Services.
- 4.6 If applicable, available hours in Time Bank according to an Innovation Agreement will always be deducted with the actual number of hours used on a requested assignment.
- 4.7 The following shall apply for Professional Services offered under a Subscription of PLMG Owned Software (monthly or yearly term) which may be established either orally or in writing between the Customer and PLMG. If not otherwise agreed all Subscriptions regarding PLMG Owned Software are subject to a certain Subscription Term according to a separate license agreement with the Customer. According to the same license agreement such Subscription Term may be prolonged unless the license agreement is terminated by a Party upon 60 days written notice before the expiry of the Subscription Term. The license agreement shall remain in force by successive periods corresponding to the same Subscription Term as the initial Subscription Term ("hereinafter called 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 Subscription Term. PLMG reserves the right to adjust the Purchase Price (for the Services according to the Scope of Work) outlined in this Agreement to apply during the Renewed Term period, 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. ASSIGNMENT OF PLMG PERSONNEL AND CUSTOMER PARTICIPATION

- 5.1 PLMG shall perform the Services using employed personnel it reasonably considers to be suitable for the intended purpose. PLMG has a discretionary right to replace personnel working on the Services.
- 5.2 PLMG may appoint sub-consultants for the performance of the Services without the Customer's prior written consent. If PLMG appoints sub-consultants, PLMG is responsible for their work as for its own and for ensuring that the sub-consultant complies with all provisions of the Agreement.
- 5.3 Customer shall reasonably cooperate with PLMG to facilitate PLMG's performance of Services, including providing PLMG timely access to Customer's computer systems, personnel, facilities, data and other information reasonably necessary to the performance of the Services. Customer is responsible for the accuracy of the information and data it

supplies to PLMG for use hereunder.

- 5.4 During the term of an Agreement and for one (1) year after the expiration or termination thereof, neither Party will directly solicit for employment the other Party's personnel who have performed Services pursuant to such Agreement; provided, however, that this section shall not prohibit either Party from hiring any individual who applies for employment in response to a general solicitation for employment not specifically directed to the other Party's employees.

6. CONFIDENTIALITY AND PROPRIETARY INFORMATION

- 6.1 All information disclosed by either Party to the other in connection with the Agreement and clearly identified as confidential or proprietary shall be safeguarded by the recipient from unauthorized disclosure to third parties to the same extent recipient safeguards its own proprietary or confidential information of like importance and in any event with not less than a reasonable degree of care. However, neither Party is responsible for safeguarding information that is
- i. Publicly available, in its possession prior to the date of this Agreement,
 - ii. Obtained by it from third parties without restriction on disclosure.
 - iii. Developed without reference to the confidential or proprietary information disclosed under this Agreement.
- 6.2 The confidentiality undertaking shall survive termination of the Agreement and last for an additional five (5) years.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 Any pre-existing intellectual property owned by either Party shall remain the property of that Party and the other Party shall obtain no ownership or other rights in such intellectual property.
- 7.2 PLMG shall have exclusive ownership of the Work Product including exclusive ownership of any copyright, inventions, discoveries, improvements, ideas, techniques and/or know how embodied in the Work Product. "Work Product" means any materials and any intellectual property rights embodied in any materials that are made, conceived, written, created, developed, reduced to practice and/or delivered by PLMG in the course of providing Services hereunder, including without limitation any reports, computer software and/or software documentation created, developed and/or delivered by PLMG as well as any source code and object code.
- 7.3 For Work Products, PLMG grants to Customer, subject to receipt of payment by Customer and the other terms and conditions of this Agreement, a nonexclusive, perpetual, non-transferable right and license to use the Work Product solely for Customer's internal use purposes. This license shall include the right to use, prepare derivative works based upon for internal use and, with respect to documentation, copy and distribute internally only and not to third parties, such Work Product.
- 7.4 No support or maintenance is included in the Customer's order of Work Products. In the event the Customer would like such services for the Work Products and PLMG offers such services at that time, they shall be specifically included in the Agreement and attached

Scope of Work.

- 7.5 Without limiting PLMG's ownership rights in the Work Product, PLMG expressly retain the right to use and provide to third parties in the course of its business copies or portions of the Work Product or works derived from the Work Product, exclusive of any confidential or proprietary information of Customer subject to Section 6 above. PLMG shall not be precluded in any way from using any generalized knowledge or expertise that PLMG acquires during the performance of the Services. To the extent any intellectual property ownership rights related to the Work Product vest in Customer, Customer hereby assigns, and agrees to assign, all such rights to PLMG.

8. OWNERSHIP OF DELIVERED WORK PRODUCTS

- 8.1 Differentiation in ownership is based on the origin and nature of the components involved. Third-party software is externally developed and licensed, PLMG Owned Software remains under PLMG's ownership to ensure effective support, and Customizations are owned by the Customer to promote flexibility and adaptation.
- 8.2 PLMG Owned Software falls under its intellectual property. While it's integrated into the Work Product, PLMG retains ownership because they are responsible for its creation and maintenance. In cases where PLMG's software is included, the Customer benefits from the functionality it offers as part of the work product, but ownership remains with PLMG. This approach helps ensure that PLMG can continue to support, update, and maintain the software, delivering a consistent experience for all Customers.
- 8.3 Customizations performed by PLMG are unique features or modifications tailored to the Customer's specific requirements. It refers to the process of modifying or adapting existing third-party software or solutions to meet the specific needs or requirements of the Customer. This can involve configuring settings, adding new features, integrating with other systems, or making any necessary adjustments to ensure the product aligns with the Customer's objectives.
- i. When a customization is developed, ownership is transferred to the Customer in accordance with the Agreement. This is because the customization is created to fulfill a specific need of the Customer, making it a unique addition to the work product. Transferring ownership of the customization empowers the Customer to make changes, enhancements, or further developments as they see fit.
 - ii. After the right to the Customization has been passed to the Customer, PLMG shall have no liability for any development/changes or future operation or maintenance of the Customization, including but not limited to support and changes of source code. For such matters, PLMG and the Customer shall enter into a new service agreement where the Services shall be specified.
 - iii. Notwithstanding the above, and unless otherwise agreed, PLMG shall retain the right to use the Customization, develop the Customization further, and sell and license the Customization to third parties.

9. WARRANTY, LIMITATION OF LIABILITY

- 9.1 For Services provided on a time and materials basis. Upon breach by PLMG of the foregoing warranty PLMG shall use its best efforts to correct and/or re-perform the deficient Services provided that Customer notifies PLMG in writing of the deficient Services within thirty (30) days of PLMG's original performance of such Services.
- 9.2 For any Deliverable Item(s) that PLMG is required to deliver pursuant to a Scope Of Work, PLMG warrants that such Deliverable Item(s) shall operate in substantial conformity with the relevant specifications set out in the applicable agreement for a period of thirty (30) days following PLMG's delivery of such Deliverable Item(s) in accordance with Section 2.3 of these Terms and Conditions ("Warranty Period"). The remedy for any breach by PLMG of the foregoing warranty shall be, at PLMG's sole discretion, either to replace the nonconforming Deliverable Items(s) or to use diligent efforts to repair the nonconforming Deliverable Items(s), provided, however, in each case that Customer notifies PLMG in writing of the alleged nonconformity during the foregoing Warranty Period, specifying as to each nonconformity how the Deliverable Item materially fails to conform to the relevant specifications.
- 9.3 Customer shall, notwithstanding the above, have the right to rescind the said Deliverable Item(s) in Scope of Work concerned should PLMG fail to remedy the breach of the Warranty set out in this section 9.2 and receive a full refund of any and all amounts paid by Customer to PLMG under said Scope of Work .
- 9.4 PLMG does not make and hereby expressly disclaims any other representations or warranties, express or implied, including but not limited to the warranties of satisfactory quality and fitness for a particular purpose. PLMG does not warrant that the operation of any software code provided hereunder will be uninterrupted or error free. There is no expressed or implied obligation on the part of PLMG to maintain any items provided to Customer hereunder.
- 9.5 Party's right to compensation from the other Party for breach of the Agreement (including the Customer's warranty given in this section 9) due to negligence is limited to compensation for direct loss or damage, and thus not in any event for the loss of profit, data or other consequential loss or damage due to negligence. Customer is responsible for creating and maintaining current and complete back-up files for any Customer data and programs that may be affected by PLMG's performance of the Services.
- 9.6 Each Party's total liability under the Agreement is limited to 25 % of the Purchase Price. If the Purchase Price is paid through a subscription the total liability shall instead be limited to 25 % of the subscription fees for the calendar year under which the damage occurred. However, the limitation of liability does not apply if the loss or damage has been caused intentionally or by gross negligence.

10. FORCE MAJEURE

- 10.1 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.

- 10.2 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.
- 10.3 A Party whose performance is affected by an event of Force Majeure shall notify the other Party in writing thereof without delay.
- 10.4 A Force Majeure Event which had occurred prior to the formation of the Agreement shall give a right to termination only if its effect on the performance of the Agreement could not be foreseen at the time of the formation of the Agreement.
- 10.5 If, as a result of a Force Majeure Event, the performance by either Party of such Party's obligations under this Agreement is only partially affected, such Party shall nevertheless remain liable for the performance of those obligations not affected by the Force Majeure Event.
- 10.6 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.

11. TERM AND TERMINATION

- 11.1 The Agreement together with these Terms and Conditions shall commence on the Effective Date set forth in the Agreement and shall remain in effect for the term of the Agreement.
- 11.2 Either Party may terminate the Agreement upon 30 days written notice to the other Party. If the Customer terminates the Agreement according to this clause, all applicable fees accruing up to and including the effective date of termination, together with all reasonable costs and expenses incurred by PLMG in connection therewith, shall be immediately due and payable.
- 11.3 The Agreement can be terminated with immediate effect by either Party
 - i. if the other Party breaches its obligations under the Agreement and does not remedy the breach within 30 days from receiving a written request to do so; or
 - ii. if the other Party is declared insolvent, bankrupt or goes into liquidation, is under compulsory administration or is the subject of composition, has suspended payment or otherwise is, or may reasonably be expected to become, insolvent.
- 11.4 If PLMG terminates the Agreement due to point 10.2 above, and the Parties have agreed on a fixed fee (for example a subscription), all applicable fees accruing up to and including the Effective Date of termination along with all remaining fees to be charged the Customer during the term of the Agreement shall immediately become due and payable.
- 11.5 Termination will not be valid unless made in writing.

12. CHANGES AND CANCELLATIONS

- 12.1 If the Customer wishes to make changes to the Services, the Customer must present the requested changes to PLMG with a written request to this effect. Any changes to the Services must be pre-approved in writing by PLMG.
- 12.2 Changes in the Services may be for a limited period or for the remainder of the term of the Agreement. Within a reasonable time from the Customer's request for changes, PLMG shall confirm in writing whether the change is approved or not. If PLMG fails to provide such

confirmation, the change shall under no circumstances be deemed to have been approved. If the Customer's request above concerns a change in a set time frame for the Services or other rescheduling or if a requested change in any other way results in change in set time frame or other rescheduling, PLMG reserves the right, upon approval of such request from the Customer, charge the Customer a cancellation fee of 50 % of the total fees, regarding the Services, to be paid to PLMG according to the Scope of Work.

- 12.3 PLMG can cancel open/scheduled training if it is too few participants. PLMG is not liable to pay compensation for the costs of airline tickets, hotels or similar in case a training must be cancelled.
- 12.4 The Customer may cancel its booking of an open/scheduled training, free of charge if the cancellation is made no later than seven (7) days before the training starts. For cancellations thereafter until the training starts the full fee is due to pay.

13. GOVERNING LAW AND DISPUTE

- 13.1 The Agreement shall be construed in accordance with and be governed by the laws of Sweden.
- 13.2 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.
- 13.3 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.