



Graitec General Terms and Conditions (“GTC”)

These GTC and their annexes, if any, define the terms and conditions applicable to the Graitec Offerings and govern the Agreement concluded between Graitec and the Customer (all terms as defined below):

“**Graitec Offerings**” means i) Graitec Solutions; ii) Third-Party Solutions allowed by licensors to be distributed by Graitec; iii) Professional Services; iv) Goods and Equipments which may embed Graitec Solutions; and/or any other solutions, services or goods as may be made available in the future.

“**Agreement**” means the contract governed by these GTC and deemed to be concluded by the Customer by either i) signing a contractual document (such as an purchase order, an order form, a quote, a statement of work, ...) (hereinafter an “**Order Form**”) which shall be deemed to incorporate the GTC; and/or ii) clicking on an “*I Accept*” button with a link to these GTC; and/or iii) by accessing and using any of the Graitec Offerings via external distribution channels (all terms as defined below).

“**Graitec**” or “**Customer**”, each or collectively a “**Party**” or “**Parties**”, means the entity signatory of the Agreement, acting on its name as well as on the name and on behalf of any or all of its Affiliates.

“**Affiliate**” means a current or future entity of a Party that controls, is controlled by, or is under common control with either Party.

“**Control**” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise. For the avoidance of doubt, but not by way of limitation, the direct or indirect ownership of more than 50% of (i) the voting securities or (ii) an interest in the assets, profits, or earnings of an entity shall be deemed to constitute “control” of the entity.

The Agreement constitutes the entire agreement between the Parties and it supersedes all prior understandings, oral and written, between the Parties relating to the subject matter, excluding any terms emanating from the Customer. The Agreement or any of the terms or provisions thereof (such as but not limited to, of the Order Form) cannot be changed, modified or amended or waived, in any way whatsoever, except by written agreement executed by duly authorized officers of the Parties. All orders by Customers are firm and noncancelable. The Customer represents and warrants that: (a) it has full power and authority to enter into an Agreement; and (b) it will comply with all applicable laws and regulations applicable to its use of the Graitec Offerings. The headings used in this Agreement are for convenience only and shall in no case be considered in construing this Agreement.

1. Provision of Graitec Solutions

1.1 License on the Graitec Solutions. Contingent upon payment of the Fees and subject to compliance with the Agreement, a right to install or use and access the Graitec Solutions is granted by Graitec to Customer and to its authorized employees (including its Affiliates employees) and/or other users (the “**Users**”), on the territory, as this right is defined below:

“**On-Premises Solution under Perpetual License**” means a Graitec software solution installed and activated by the Customer on premises and where Graitec grants the Customer a Perpetual License (as defined below); or

“**On-Premises Solution under Subscription Based License**” means a Graitec software solution installed and activated by the Customer on premises and offered by Graitec on a Subscription Based License (as defined below); or

“**Online Solution**” means a Graitec `software as a service` (SaaS) solution that the Customer is allowed to access and use, and offered by Graitec on a Subscription Based License.

“**Perpetual License**” means the non-revocable, non-exclusive, system wide license granted to the Customer by Graitec, for the duration of the Intellectual Property rights, to install the On-Premise Solution; it excludes the Maintenance and the Technical Support (as defined below), which can be subscribed to separately by Customer. The subscription to the Maintenance and Technical Support provides access to the newer versions of the Graitec Solutions.

“**Subscription Based License**” means the revocable, non-exclusive license granted to the Customer by Graitec for

the duration set forth in the Agreement, either to access and use the Online Solution or to install the On-Premises Solution; it includes the Maintenance and the Technical Support.

“**Territory**” means the geographical territory stated in the Order Form and if not designated, the country (state) where Graitec entity signatory of the Agreement is registered. It always exclude the countries subject to embargo or other similar export restrictions as updated from time to time, originating either from the United States, from the European Economic Area or from other areas.

1.2 Maintenance and Technical Support on the Graitec Solutions. Contingent upon payment of the Fees and subject to compliance with the Agreement, the Maintenance and the Technical Support (as defined below) are provided by Graitec to Customer as follows with regards to the supported versions of the Graitec Solutions:

- in conjunction with On-Premises Solutions under Perpetual License: as per the Graitec Maintenance Policy which is available *here* and per Graitec Solution concerned;
- in conjunction with On-Premises Solutions under Subscription Based License: as per the Graitec Maintenance Policy which is available *here*, and per Graitec Solution concerned;
- in conjunction with Online Solutions (under Subscription Based License): as per clause 4.4 (“*Programmed Maintenance*”) hereunder.

“**Technical Support**” means online assistance provided by Graitec’s support team to answer technical questions and identify potential technical software issues or defects, in each case requested by the Customer in accordance with a process set forth by Graitec in these GTC.

“**Maintenance**” means i) the provision of corrections of software defects, including security vulnerabilities, and ii) the provision of adaptations, improvements and upgrading operations when needed to support newer versions of the operating system and of the relevant computing environment for Graitec Solutions, iii) the release of new major versions of the Graitec Solutions in accordance with the applicable Maintenance Policy.

1.3 Evaluation and Educational License. Evaluation licenses are intended to evaluate Graitec Solutions and are to be used by Customer exclusively in the context of educational purposes and only during the period designated by Graitec (or if not designated, 30 days). Their use for production or commercial purposes is not permitted.

2. Restricted Use of the Graitec Solutions

Except as specifically permitted in this Agreement, the Customer shall not, and shall not allow any User nor anybody to: (i) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, display, transmit, broadcast, transfer or distribute any portion of the Graitec Solutions to any third party; (ii) circumvent, disable or otherwise interfere with security-related features of the Graitec Solutions or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Graitec Solutions; (iii) reverse engineer, decompile, disassemble, decrypt or attempt to derive the source code of the Graitec Solutions, or any components thereof; (iv) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Graitec Solutions, or any part thereof; (v) use any robot, spider, scraper, or other automated means to access or monitor the Graitec Solutions for any purpose; (vi) take any action that imposes or will likely impose an unreasonable or disproportionately large load on the Graitec infrastructure or infrastructure which supports the Graitec Solutions; (vii) interfere or attempt to interfere with the integrity or proper working of the Graitec Solutions; (viii) remove, deface, obscure, or alter Graitec’s or any third party’s identification, attribution, copyright notices, trademarks, or other proprietary rights affixed to or provided as part of the Graitec Solutions or Graitec Equipment or Goods (as defined below), or use or display logos of the Graitec Solutions without Graitec’s prior written approval; (ix) use the Graitec Solutions to develop a competing Graitec Solution or product; and/or (x) use the Graitec Solutions and/or the Graitec Solutions in any unlawful manner, for any harmful or inappropriate purpose, or in breach of this Agreement, of any terms and conditions or agreements related to any Third-Party Solutions or Third-Party Products (as defined below) the Customer may elect to use in connection with the Graitec Solutions. Without derogating from the above, Customer agrees to remain liable to Graitec for any act or omission of a User that would constitute a breach of this Agreement as if such acts or omissions were by Customer. Users are severally and jointly deemed to be authorized representatives of the Customer, and any decision or action made by any User is deemed as an authorized decision or action on behalf of Customer.

3. On-Premises Solution Specific Conditions

3.1. Prerequisite. Customer must check that its hardware and software configuration meet the system requirements needed to install and use the On-Premises Solutions. This Installation Guide is available on <https://advantage.graitec.com/> or upon request. The User Documentation is available online once the Graitec Solution is accessible. Customer acknowledges and accepts the system requirements. This configuration is subject to change with operating systems updates and it is up to the Customer to verify the prerequisites for each new software update or operating system update. Customer must ensure that the technical environment in which the On-Premise

Solutions are located does not cause any malfunctions; in particular, the technical environment may include the computer network, the configuration of the machines linked to the system, the wireless communication systems, etc... Graitec cannot be held liable if malfunctions arise because of malfunctions or inadequacies of Customer's computers.

3.2 Installation and activation. The Customer shall provide registration information to Graitec upon placing the order for the Graitec Solution. On placing a copy of On-Premise Solutions onto a hard disk or other storage medium through any means (including, but not limited to, use of an installation utility application accompanying the software), Customer will be granted temporary access to use such On-Premises Solution immediately, either automatically, or by means of a temporary serial number and activation code provided by Graitec. Once the temporary period is exceeded, Customer (unless it has not paid the Fees) will obtain a new serial number and an activation code, corresponding to the software, in order to continue to use the On-Premise Solution in accordance with these GTC. Unless a final activation code is obtained, the operation of the software will eventually stop and can only be reactivated by Graitec providing a new activation code. The Customer has the option of installing the software on the computer of its choice and transferring it from one computer to another, provided it follows the procedure described in any applicable User Documentation. The Customer shall not interfere with or attempt to disable the activation code mechanism or to otherwise create a workaround for use of the software without an activation code. The Customer acknowledges that Graitec may from time to time push software updates and patches to promptly install and implement such updated, patched, and/or upgraded version of the relevant On-Premise Solutions. Graitec will not be responsible or liable for any damage or inoperability of a On-Premise Solution resulting from Customer's failure to timely implement such update, patch and/or upgrade.

3.3 Change of hardware. If the Customer changes its hardware, Customer must make sure to return its current Perpetual License to the Graitec server, following the instructions in the User Documentation before disposing of the old computer. The Perpetual License can be reinstalled on the new computer using the procedure described in the User Documentation.

3.4 Damage to hardware: If the hardware becomes damaged to the extent that it is unusable and it is impossible to resurrect the On-Premises Solution, the Customer may request from Graitec a new activation code sending Graitec a statement from a computer technician saying that it is impossible to get the computer operating again; in any case Graitec is entitled to claim the hard disk to assert if the computer is out of order.

3.5 Theft of hardware - Hacking. Graitec shall have no responsibility or liability of whatsoever arising from loss, theft or hacking of the software or the hardware on which the software is furnished to the Customer. Graitec shall not be obligated to replace any lost or stolen software or software media. The Customer is solely responsible for safeguarding the software and the media on which the software is furnished. At its discretion, if the hardware is stolen without Customer having revived the license, Graitec will issue a new activation code on condition that the Customer provide Graitec undisputable evidence of the theft, such as the report given to the police, the declaration of theft made to the insurance company giving a list of the stolen equipment and software installed on that equipment, and details of their value, and the receipt from the insurance company for this declaration.

3.6 Audit. For the sole purpose of ensuring compliance with this Agreement, the Customer agrees that upon reasonable notice, Graitec or Graitec's authorized Representative (as defined under clause 11.2) shall have the right to inspect and audit Customer's installation, access, and use of the On-Premises Solution. Any such inspection or audit shall be conducted during regular business hours at Customer's facilities or electronically and remotely. If such inspections or audits disclose that the Customer has installed, accessed, or permitted access to the On-Premises Solutions in a manner that is not permitted under these GTC, then Graitec may terminate the Agreement immediately and the Customer would be liable to pay for any unpaid Fees as well as the reasonable costs of the audit.

4. Online Solutions Specific Conditions

4.1 Account security. Customer is responsible for maintaining the confidentiality of its login and passwords and any other credentials used by Customer and its Users to access the Online Solutions. Customer shall use commercially reasonable efforts to prevent unauthorized use of the Online Solutions and will terminate any unauthorized use of which Customer becomes aware. Customer shall notify Graitec promptly if it becomes aware of any unauthorized access to its account(s).

4.2 User Activities. Customer is responsible for ensuring that its Users comply with these GTC and for the acts of its Users and any activity occurring in the User accounts.

4.3 One Individual per Account. User accounts and passwords are attributed on a named user basis and may not be shared and may only be used by one identified User.

4.4 Availability of the Online Solutions – Programmed Maintenance. Customer acknowledges and accepts that the Online Services are operational only with a stable Internet connection. These functionalities could be altered in the event of malfunction of the servers on which the Online Services are hosted. In this case, Graitec will implement all reasonably available means to restore the Online Solutions as soon as possible. Graitec may be required to suspend access and/or use of Online Solutions to enable the Maintenance, including in the event of an emergency. Graitec will endeavor to provide advance notice where practicable and carry out such Maintenance, where possible, outside of regular business hours. The Online Services are designed to be available with minimal disruptions outside of regularly scheduled Maintenance times.

4.5 Changes to the Online Services. Notwithstanding clause 25.2 and in addition thereto, Graitec may modify, enhance and/or replace features of the Online Services from time to time, with or without notice or posting to its website, provided it shall not materially reduce the key functions, features and/or the security of the Online Services during the Term (as defined under clause 9) without obtaining Customer's written pre-approval; this written pre-approval shall not be required in the event such modifications, enhancements or replacements are mandated by Applicable Laws.

5. Warranties on the Graitec Solutions

5.1 Limited Warranty. Graitec warrants that, as of the date on which the Graitec Solutions are accessible or installed by Customer and for thirty (30) days thereafter ("**Warranty Period**"), the Graitec Solutions will provide the features and functions described in the User Documentation and that the Graitec Solutions and the media on which the software is furnished, if any, will be free from defects in materials and workmanship. Graitec's entire liability and Customer's exclusive remedy during the Warranty Period as provided in this section will be, at Graitec's option, to attempt to correct any major errors discovered precluding the use of the Graitec Solutions, to replace the defective media on which the Graitec Solution is furnished, if any, or to refund the Fees and terminate the Agreement.

5.2 DISCLAIMERS. TO THE FULLEST EXTENT PERMITTED BY LAW, CUSTOMER AGREES THAT THE GRAITEC SOLUTIONS ARE BEING PROVIDED "AS IS" AND "AS AVAILABLE," AND EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, GRAITEC MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NO WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE NOR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE IN TRADE, TOGETHER WITH SIMILAR WARRANTIES, WHETHER ARISING UNDER ANY LAW OR OTHERWISE. IN THE EVENT GRAITEC MAY NOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH APPLICABLE LAW. GRAITEC EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES. GRAITEC FURTHER DOES NOT REPRESENT OR WARRANT THAT ANY PORTION OF THE ONLINE SOLUTIONS WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, CONTINUOUS, ERROR-FREE NOR DOES GRAITEC WARRANT ANY CONNECTION TO OR TRANSMISSION FROM THE INTERNET, OR ANY QUALITY MADE THROUGH THE SOLUTIONS. CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT GRAITEC CANNOT GUARANTEE THAT IP BASED COMMUNICATIONS ARE COMPLETELY SECURE, ERROR OR VIRUS-FREE. ANY STATEMENTS OR REPRESENTATIONS ABOUT THE GRAITEC SOLUTIONS AND THEIR FUNCTIONALITY IN THE USER DOCUMENTATION OR ANY COMMUNICATION WITH THE CUSTOMER CONSTITUTE TECHNICAL INFORMATION AND NOT AN EXPRESS WARRANTY OR GUARANTEE.

5.3 FUNCTIONALITY LIMITATIONS. GRAITEC SOLUTIONS ARE COMPUTER-AIDED TECHNICAL SOFTWARES WHICH TOOLS ARE INTENDED TO BE USED BY TRAINED PROFESSIONALS ONLY. THEY ARE NOT SUBSTITUTES FOR CUSTOMER PROFESSIONAL JUDGMENT OR QUALIFIED INDEPENDENT TESTING. GRAITEC COMPUTER-AIDED TECHNICAL SOFTWARES ARE INTENDED TO ASSIST WITH PRODUCT DESIGN AND ARE NOT SUBSTITUTES FOR QUALIFIED INDEPENDENT DESIGN ANALYSIS, ESTIMATION, OR TESTING OF PRODUCT STRESS, SAFETY, AND UTILITY. DUE TO THE LARGE VARIETY OF POTENTIAL APPLICATIONS OF THE GRAITEC SOLUTIONS, THE GRAITEC SOLUTIONS HAVE NOT BEEN TESTED IN ALL SITUATIONS UNDER WHICH THEY MAY BE USED. GRAITEC SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR THE RESULTS OBTAINED THROUGH THE USE OF THE GRAITEC SOLUTIONS. WHEN USING THE GRAITEC SOLUTIONS CUSTOMER IS RESPONSIBLE FOR THE SUPERVISION, MANAGEMENT, AND CONTROL OF THE GRAITEC SOLUTION. THIS RESPONSIBILITY INCLUDES, BUT IS NOT LIMITED TO, THE DETERMINATION OF APPROPRIATE USES FOR THE GRAITEC SOLUTIONS, THE SELECTION OF THE GRAITEC SOLUTIONS AND OTHER PROGRAMS TO ACHIEVE INTENDED RESULTS. WHEN USING THE GRAITEC SOLUTIONS THE CUSTOMER IS ALSO RESPONSIBLE FOR ESTABLISHING THE ADEQUACY OF INDEPENDENT PROCEDURES FOR TESTING THE RELIABILITY AND ACCURACY OF ANY PROGRAM OUTPUT, INCLUDING ALL ITEMS DESIGNED BY USING THE GRAITEC SOLUTIONS. ALL SOFTWARE OUTPUTS INCLUDING, WITHOUT LIMITATION, ALL CALCULATIONS, ASSUMPTIONS AND FACTORS, MUST BE INDEPENDENTLY REVIEWED, VERIFIED AND APPROVED BY A QUALIFIED ENGINEER. ANY CHANGES MADE TO GRAITEC SOLUTIONS' DEFAULT FACTORS ARE AT CUSTOMER'S SOLE RISK.

6. Provision of Third-Party Solutions

Graitec is authorized by several licensors to resell multiple software solutions (hereafter “**Third-Party Solutions**”). When acquiring such Third-Party Solutions from Graitec, the Customer recognizes and acknowledges that in addition with any relevant and applicable terms of the Agreement, the access, use or installation of such Third-Party Solutions are governed by the terms and conditions of such licensor, which the Customer irrevocably acknowledges having read and accepted. Graitec shall bear no liability whatsoever towards the Customer in relation with the Third-Party Solutions. The maintenance and the technical support of the Third-Party Solutions are not by default performed by Graitec but subject to the conditions determined by the licensor, on a case by case basis and per Third-Party Solution.

7. Provision of Professional Services

7.1 Training. Graitec draws the Customer’s attention to the fact that, to get the best possible advantage from the Graitec Offerings, it is advisable to receive induction training, although assuming that the Customer’s activities is related to the construction and manufactory industry. The Customer is reminded that, even after following this training, they should continue the learning process until they are completely familiar with the functions of the Graitec Offerings. Training is provided at the place and under the conditions stipulated in the Agreement. In case the training takes place at the Customer’s premises, the Customer must allow Graitec to provide the training in good conditions and make available to the trainer the premises and materials needed for the training. Graitec will comply with any health and safety rules and procedures of the Customer, provided that these rules and procedures have been provided to Graitec in advance by the Customer. The Customer shall reimburse Graitec of any pre-approved travel expenses. Graitec's trainer will specify to the Customer his technical requirements and prerequisites for the proper conduct of the training. Graitec will do its utmost to ensure the best possible training. Despite the efforts made by its technicians, Graitec Offerings might be technically complex to understand and to master, depending on the skills and level of the trainees. Graitec cannot guarantee that all trainees will have acquired a perfect knowledge of the Graitec Offerings at the end of the training. Training sessions must be followed with personal investment, effective practice and study of user documentation. Any training scheduled and cancelled by the Customer will be charged as follows: i) 1 business day or less before the training date: 100% of the Fees, ii) 2 to 5 business days before the training date: 50%, and iii) 6 to 10 business days before the training date: 25%. Cancellations must be made in writing.

7.2 Additional Services. If specifically subscribed to in the Order Form, Graitec may perform additional professional services through qualified skilled and experienced employees or authorized subcontractors of Graitec in accordance with these GTC, the applicable Order Form and with Good Industry Practice (as defined below), including but not limited to, i) business consultancy, audits, configuration; and ii) project management services; iii) delivery of items or features, including for interoperability or functionality purposes; and vi) installation services. Graitec shall act in a professional and diligent manner. Graitec shall not be accountable for any loss suffered by the Customer by reason of the Customer's action or non-action on the basis of any advice, recommendation or approval of Graitec. Customer agrees to provide, at no cost to Graitec, timely and adequate assistance reasonably requested by Graitec and other resources to enable the performance of the professional services. Graitec will not be liable for any deficiency in the performance of such professional services to the extent it can justify that such deficiency results from Customer’s failure to provide timely and adequate assistance or resources. Graitec will control the method and manner of performing all work necessary for completion of professional services, including but not limited to the supervision and control of any personnel performing such services. Graitec will maintain such number of qualified, skilled, and experienced personnel and appropriate facilities and other resources sufficient to perform Graitec’s obligations. “**Good Industry Practice**” means the standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

7.3 Availability of Features. Any request by Customer for delivery of specific features shall be subject to the execution of a separate agreement describing such request (namely the Graitec “Feature Availability Agreement”).

8. Sales of Equipment and Goods

8.1 The Customer may purchase “**Equipment**” or “**Goods**” (defined as the equipment or the goods manufactured by a manufacturer and the Graitec Solution that may be embedded into the Equipment). The Equipment and the Goods will be sent to the Customer in the manufacturer’s original packaging, at the address stated in the Agreement. Purchase of Equipment and/or Goods by Customer are firm and non-cancellable. Transport and reception conditions of the Equipment and the Goods are detailed in the Agreement; in any case, delivery times are estimates only, unless

otherwise duly agreed by Graitec. If the Customer delays or prevents the delivery of the Equipment or the Goods, Graitec may bill additional reasonable charges to cover all costs incurred by Graitec as a result thereof.

8.2 The Equipment and the Goods are subject to the manufacturer's conditions, including its installation, use and warranties' conditions, to be found in the original packaging or available on request. The Customer undertakes to comply with the terms and conditions thereof. Graitec acts as a reseller of the Equipment and of the Goods: in this capacity, Graitec does not provide any contractual warranty for such Equipment or Goods other than the statutory warranty provided by applicable law if any and may not be held liable under the manufacturer warranty. Graitec Solutions embedded into the Equipment are maintained and supported by Graitec in accordance with these GTC. The Customer agrees i) to maintain and use the Equipment in accordance with the instructions given by Graitec and the Manufacturer and to use the Equipment for its intended purpose only; and ii) not to repair, adjust or modify the Equipment or arrange for third parties to carry out work on the Equipment without the express permission of Graitec or the manufacturer or to the extent permitted in the manufacturer's documentation; and iii) to co-operate during any troubleshooting process by running the tests and implementing the troubleshooting procedures requested by Graitec or included in the manufacturer's instructions and to allow Graitec to implement remote troubleshooting procedures where necessary.

8.3 Title to the Equipment or Goods will not pass to the Customer until the Fees have been paid in full. Until all the Fees owed to Graitec have been fully paid, the Equipment and the Goods must be recorded in the Customer's registers as property fully owned by Graitec; failure to pay the Fees by the Customer by the due date entitles Graitec to demand a swift return of the Equipment and/or Goods by the Customer to the address designated by Graitec at Customer's expense and risk.

9. Term of the Agreement

The effective date (as defined below), the duration (the " **Initial Term**" and the " **Renewed Term**", collectively the " **Term**") and the renewal conditions of the Agreement for the provision of the Graitec Offerings are irrevocably and non-cancellable set forth in the Order Form. **Effective Date** is defined as the start date for the computation of time limits until the expiry date of the Term.

By default, the Effective Date of the Agreement is the signature date of the Order Form. Except as otherwise stated in the Order Form, the Initial Term of the Agreement is one (1) year and the Agreement shall automatically renew for Renewed Term(s) of one (1) year at the expiry date of the Initial Term, unless either Party provides a written notice of non-renewal to the other Party no less than three (3) months prior to the expiry date of the then current Term. If not terminated in due time, a renewal invoice subject to clause 10.2 shall be sent to the Customer before the expiry date of the then current Term.

As the case may be, unless otherwise specified in the Order Form, successive add-ons purchased by the Customer in addition to a specific Graitec Offering under a former Order Form are subject to the same Effective Date, Term and renewal conditions than the ones set forth under such former Order Form.

10. Payments

10.1 Fees. Customer shall pay to Graitec all applicable charges for the Graitec Offerings specified in each Order Form (the " **Fees**"). Except as otherwise specified in such Order Form or prohibited by applicable laws, the Fees and the payment commitments cannot be canceled by Customer and Fees paid are not refundable.

10.2 Fees Adjustments. Unless otherwise agreed by the Parties, and with an equal scope, the Fees shall be revised automatically once a year at the anniversary date of the Effective Date, according to the formula which takes into account the SYNTEC index (or any equivalent price index locally applicable) and which is established as follows: $P1 = P0 \times (S1 / S0)$, where P1 = revised price; P0 = original contract price or last revised price; S0 = SYNTEC reference index (or the equivalent price locally applicable index) used on the original contractual date or on the previous revision; S1 = last published index at the revision date. At the next revision, the revised price P+1 becomes the new initial Price Po.

Any exceptional discounts, rebates or reductions granted to the Customer are valid for the first year of the Initial Term. At every anniversary date of the Agreement, Graitec may increase the Fees up to the then current list price set out in Graitec Offering catalog.

10.3 Currency. All Fees are denominated in the currency stated on the Order Form. Fees payments by Customer must be received by Graitec in the same currency as such Fees were billed.

10.4 Billing Information. Customer agrees to provide Graitec with updated, accurate and complete billing information, and authorizes Graitec (either directly by Graitec or through its Affiliates) to charge, request and collect

payment from Customer's payment method or designated banking account for all applicable Fees and if paid via credit card to store its credit card information on Graitec servers and/or on third parties' payment processing providers systems (additional terms may apply to such payments).

10.5 Invoicing. Unless otherwise stated in the Order Form, Customer is invoiced by Graitec upfront and for the total amount of the Fees due under the Term.

If under any applicable Order Form, the Customer has been granted payment facilities, the Customer shall be invoiced on a pro-rated basis in as many installments as set forth in such Order Form; failure by Customer to pay any single installment shall cause the entire unpaid balance of the total amount of the Fees to become immediately due and payable (except if not allowed under any applicable law).

As the case may be, successive add-ons purchased by the Customer in addition to a specific Graitec Offering under a former Order Form are subject to the same invoicing and installments, if any, than the invoicing and installments granted under such former Order Form.

10.6 Payment Terms. Unless otherwise specified in the Order Form, invoices are payable within thirty (30) days from the date of the invoice.

10.7 Overdue Fees. In the event of non-payment or late payment of the Fees, Graitec may charge Customer interest on overdue Fees (excluding amounts disputed reasonably and in good faith) at the rate of 1.5% per month (or the highest rate permitted by law, if less) on the amount overdue. The Customer may not invoke any compensation or deduction mechanisms or withhold any amount owing to Graitec under the Agreement. If any good faith, undisputed amount owed by Customer is overdue by thirty (30) days or more, Graitec may limit functionality or suspend provision of the Graitec Solutions, the Third Party Solution and/or the Professional Services to Customer until such amounts are paid in full.

10.8 Tax. All amounts payable by Customer under an Agreement are exclusive of any applicable taxes, levies, duties, or similar governmental assessments of any nature, including, but not limited to, value-added, sales, and use taxes, but excluding withholding taxes and taxes based on Graitec's income, property, or employees ("**Taxes**") that may arise in connection with Customer's orders under this Agreement. If any such Taxes arise, Customer will pay such Taxes in addition to all other amounts payable under this Agreement, unless Customer provides Graitec with a valid tax exemption certificate or other documentary proof, issued by an appropriate taxing authority, that no tax should be charged. If Customer is required by law to withhold any Taxes from its payments to Graitec, Customer must provide Graitec with an official tax receipt or other appropriate documentation to support such payments.

11. Confidentiality.

11.1 Non-Disclosure - Exceptions. During the Term of the Agreement and for a three (3) years after its termination for whatever causes, all information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether in writing, orally or which might reasonably be assumed to be confidential given its nature or circumstances of disclosure ("**Confidential Information**"), shall be held in absolute confidence, and the Receiving Party shall take all reasonable and necessary safeguards (affording the Confidential Information at least the same level of protection that it affords its own information of similar importance) to prevent the disclosure of such Confidential Information to third parties. Confidential Information shall not include information that (i) has become available to the public through no fault of the Recipient or its Representatives; or (ii) was available to or is already known by the Recipient on a non-confidential basis prior to disclosure by the Disclosing Party; or (iii) was, is or becomes available to the Recipient on a non-confidential basis from a third-party who, to the Recipient's knowledge, is not bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; or (iv) is independently developed by or for the Recipient and/or its Representatives without access to the information disclosed by the Disclosing Party; or (v) the Parties agree in writing is not confidential or may be disclosed. In addition, the Receiving Party will limit its disclosure of the Confidential Information to its Affiliates' and its and their respective directors, officers, employees, agents, shareholders advisors, partners and consultants (collectively, "**Representatives**") with a "need to know" basis, and further provided that such Representatives have a signed confidentiality agreement with the Receiving Party (or are bound by professional obligations of confidentiality) with terms and conditions no less protective of the Confidential Information than the terms under this Agreement, and that the Receiving Party shall remain responsible for any breach of the terms herein by any of its Representatives. It is further agreed that the Receiving Party may disclose any information pursuant to applicable law or a court order or governmental request, provided the Receiving Party, to the extent legally permissible, notifies the Disclosing Party of such requirement and uses reasonable efforts to limit such disclosure to the maximum extent permitted and to obtain assurances that confidential treatment will be accorded to such Confidential Information to the extent such assurances

are available. Upon the reasonable request of the disclosing Party, the receiving Party shall provide the disclosing Party with written evidence of its compliance with this section.

11.2 Return or Destruction of Confidential Information. At the written request of the Disclosing Party, the Receiving Party will promptly destroy or return to the Disclosing Party all copies of all written Confidential Information which has been provided to it or its Representatives including, but not limited to, written summaries of any oral Confidential Information provided by the Disclosing Party. That portion of the Confidential Information which consists of any analyses, compilations, studies or other documents prepared by the Receiving Party or its Representatives shall be destroyed if so requested by the disclosing Party or, absent any such request, held by the Receiving Party and kept confidential and subject to the terms of these GTC. Notwithstanding the foregoing, (i) the Receiving Party may retain copies of any Confidential Information in accordance with its record retention policies, contractual, legal, or fiduciary obligations or applicable laws, (ii) the Receiving Party will not be obligated to delete any Confidential Information maintained in its normal back up media, including but not limited to such Confidential Information that is contained in an archived computer system backup that was made in accordance with its security and/or disaster recovery procedures.

12. Data Privacy

The Customer, acting as data controller, is informed that Graitec, acting as data processor on behalf of the Customer, doesn't process any personal data as defined under any data privacy applicable laws.

13. Information Security

Graitec endeavors to use commercially reasonable technical and operational safeguards designed to protect any and all usage data and the Customer's data, including Customer Confidential Information from unauthorized use or disclosure.

The Customer agrees to protect all devices permitting access to the Graitec Offerings using industry-standard security measures.

14. Integration of Third-Party Products.

Customer may elect to integrate or otherwise use, in conjunction with the Graitec Offerings, any non-Graitec-provided third-party services, products, apps, and tools, including, without limitation, third party applications offered via the Graitec Solutions; additionally, the Graitec Offerings may contain links to third party websites, including third party tools that are not owned or controlled by Graitec (collectively, "**Third-Party Products**"). Customer's use of such Third-Party Products, including without limitation, the collection, processing and use of Customer's data by such Third-Party Products, is subject to separate contractual arrangements between the Customer and the supplier of such Third-Party Products. Notwithstanding anything in the Agreement to the contrary, Graitec bears no responsibility and/or liability for any Third-Party Products, including without limitation, such Third-Party Product's security, accuracy, reliability, data protection and processing practices, or operability or interoperability with the Graitec Offerings, as well as for any acts or omissions by third parties. Customer: (i) is solely responsible and liable for its use of the Third-Party Products and any content in relation thereto and for any data loss or other losses it may suffer as a result of using any such products; and (ii) expressly releases Graitec from any and all liability arising from its use of any Third-Party Products.

15. Intellectual Property Rights, Title and Ownership

15.1 Graitec Intellectual Property. All Graitec Intellectual Property (as defined below) right, title and interest in and to the Graitec Offerings are reserved to and shall remain solely and exclusively proprietary to Graitec or its licensors. The Agreement does not convey to Customer an interest in or to the Graitec Offerings, but only a limited right of use them in accordance with the terms herein. Nothing in the Agreement constitutes a waiver of Graitec's Intellectual Property rights under any law. "**Intellectual Property**" means all intellectual property and technology, regardless of form, owned, conceived, designed, developed, created, invented, discovered, or licensed or reduced to practice by Graitec or its licensors and all derivatives, modifications, enhancements, extensions, translations, transformations, and improvements thereof, including: (a) published and unpublished works of authorship; (b) inventions and discoveries, including business methods, compositions of matter, methods, and processes and new uses for any of the preceding items; (c) names, logos, trademarks words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification; (d) information that is not generally known or readily ascertainable through proper means, whether tangible or intangible; and (e) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols,

specifications, and other documentation thereof .

15.2 Customer Intellectual Property. Customer owns all intellectual property rights embodied in the Customer Intellectual Property. No rights are granted to Graitec other than as expressly set forth in the Agreement, and consequently Customer does not convey to Graitec any Customer Intellectual Property rights other than those expressly provided herein. Graitec shall not acquire any right, title or interest in or to the Customer Intellectual Property Rights. For the limited purposes of providing the Graitec Offerings to Customer and improving them, the Customer grants Graitec a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, modify, and display Customer data.

15.3 Reference Customer. Graitec may identify the Customer by name and logo as a Graitec customer on its website(s) and on other promotional materials.

16. Feedback.

Customer and its Users may provide Graitec with suggestions, enhancement requests and/or comments with respect to the Graitec Offerings (“**Feedback**”). Customer represents that it is free to do so and that it shall not provide Graitec with Feedback that, to the Customer’s knowledge, infringes upon third parties’ Intellectual Property rights. Customer further acknowledges that Graitec fully owns the Feedback and may use the Feedback at its discretion, without limitation, and without being obliged to make any payment or give credit to the Customer or its Users.

17. Limitation of Liability.

EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL GRAITEC, ITS AFFILIATES AND THIRD-PARTY PROVIDERS BE LIABLE FOR: (I) ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES; (II) ANY LOSS OF PROFITS, COSTS, BUSINESS, ANY BUSINESS INTERRUPTION LOSS OF ANTICIPATED SAVINGS; (III) ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, REVENUE OR GOODWILL; (IV) THE FAILURE OF SECURITY MEASURES AND PROTECTIONS EXCEPT IF SUCH FAILURE RESULTS IN A BREACH OF A PARTY’S CONFIDENTIALITY OBLIGATIONS; AND/OR (V) THE COST OF PROCURING ANY SUBSTITUTE SERVICES.

TO THE EXTENT PERMITTED BY APPLICABLE LAWS, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, GRAITEC’S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE FEES ACTUALLY PAID OR PAYABLE BY CUSTOMER UNDER THE AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY UNDER SUCH AGREEMENT.

THIS SECTION ABOVE SHALL NOT APPLY TO CLAIMS RELATED TO (I) PERFORMANCE OR USE OF THE GRAITEC SOLUTIONS THAT RESULTS IN DEATH, PERSONAL INJURY OR DAMAGE TO TANGIBLE PROPERTY; (II) WILLFUL MISCONDUCT, MISREPRESENTATION OR GROSS NEGLIGENCE; OR (III) CLAIMS WHICH CANNOT BE EXCLUDED AS A MATTER OF LAW. UNLESS OTHERWISE DEFINED BY APPLICABLE LAWS, “**WILLFUL MISCONDUCT**” MEANS ANY ACT OR FAILURE TO ACT WHICH WAS A DELIBERATE AND WRONGFUL ACT OR OMISSION AND WAS DONE OR OMITTED WITH THE MALICIOUS INTENT TO CAUSE HARM TO THE OTHER PARTY; AND “**GROSS NEGLIGENCE**” MEANS A PARTY’S FAILURE TO PERFORM A MANIFEST DUTY AT LAW (NOT BEING A CONTRACTUAL BREACH ALONE) WITH A WANTON AND RECKLESS DISREGARD OF THE CONSEQUENCES OF SUCH FAILURE TO THE LIFE OR PROPERTY OF THE OTHER PARTY.

THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THIS CLAUSE SHALL APPLY: (I) EVEN IF GRAITEC, ITS AFFILIATES OR THIRD-PARTY PROVIDERS, HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (II) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; AND (III) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

18. Suspension

In addition to the suspension rights under clauses 4.4 and 10.7, if Graitec reasonably determines that Customer is using a Graitec Offering in a manner that violates laws, rules or regulations or part or whole of the Agreement, or imposes a security risk, or takes any action that impairs or will likely impair Graitec’s ability to provide, maintain or support a Graitec Offering, Graitec may suspend Customer’s access to and use of such Graitec Offering until such time as the issue has been resolved.

19. Termination.

19.1 Termination for Cause. Either party may terminate the Agreement with immediate effect if the other Party i) materially breaches the Agreement and such breach remains uncured (to the extent that the breach can be cured) thirty (30) days after having received written notice thereof; or ii) if either Party (a) announces a cessation of its entire business or becomes insolvent; (b) elects to dissolve and wind-up its business; (c) makes a general assignment for the benefit of creditors; or (d) petitions for or appoints (or a third party causes to be appointed for itself) a receiver, custodian or trustee to take possession of all or substantially all of that Party's property; or iii) or in accordance with the clause "Force Majeure".

Termination under this sub-section i) above shall result in the termination of only the part of the Agreement affected by the breach.

Termination of the Agreement under this section shall not relieve Customer from its obligation to pay any outstanding Fees due under this Agreement and Customer's obligation to immediately pay the Fees throughout the end of the applicable Term shall remain in full force and effect, and except for termination for cause by Customer for material breach by Graitec in accordance with section 19.1) above, Customer shall not be entitled to a refund for any pre-paid Fees.

19.2 Termination for Convenience. If Customer terminates the Agreement for convenience before the Term, Customer will remain liable to pay any accrued but unbilled Fees and any unpaid Fees covering the remainder of the Term of the Agreement, had such Agreement not been terminated. For all intends and purposes, the Customer acknowledges that he waives any legal or regulatory provisions allowing him, under any applicable laws, to terminate or cancel the Agreement before the expiry date of the Term to which he has committed himself.

19.3 Effect of Termination. Notwithstanding the generality of the foregoing and in addition thereto, upon termination of the Agreement for whatever cause, the rights granted to Customer under the Agreement will terminate and Customer shall, and shall cause its Users to immediately cease all access to and use of the Service. Within one (1) month of the termination date, it is the Customer's responsibility to extract all the usage data in accordance with the instructions provided by Graitec for this purpose on request by the Customer.

20. Sub-contracting

Graitec may appoint subcontractors to carry out all or any part of its obligations under the Agreement, provided that Graitec shall be responsible for all payments due to such subcontractor in respect of its performance of any services and that no subcontracting shall release Graitec from its responsibility for its obligations under the Agreement towards the Customer.

21. Assignment

The Agreement and any rights or obligations hereunder may not be transferred or assigned by a Party without the prior written consent (which will not be unreasonably withheld) of the other Party but may be transferred or assigned by a Party without the other Party's consent to a wholly owned Affiliate, or to an acquirer in connection with any merger, consolidation, or sale of all or substantially all of the assigning Party's assets, or in connection with any transaction or series of transactions resulting in a change of control of the assigning Party; provided, however, (i) that the assigning Party must ensure that the assignee agrees to be bound by the terms and conditions of the Agreement; (ii) that the assignee must not be a direct or indirect competitor of the assigned Party; and (iii) that such transfer or assignment shall be notify in writing by the assigning Party to the assigned Party. Subject to the foregoing conditions, Agreements shall be binding upon and benefit each Party and its respective assigns.

22. Force Majeure

Excluding Customer's payment obligations under the Agreement, neither Party will be responsible or liable for any failure to perform or delay in performing its obligations to the extent resulting from any event or circumstance that is beyond that Party's reasonable control, including any act of God; national emergency; riot; war; terrorism; governmental act or direction; change in Laws; rebellion; revolution; insurrection; earthquake; storm; hurricane; flood, fire, or other natural disaster; regional epidemic or international pandemic; strike or labor disturbance; or other cause, whether similar or dissimilar to the foregoing, not resulting from the actions or inactions of such Party. Only the material or geographical part of the Agreement affected by the event of force majeure shall be suspended during such event. The Parties will use commercially reasonable efforts to limit the duration of the suspension period and mitigate the consequences of such event. If the force majeure event lasts for more than sixty (60) days, the Parties undertake to negotiate in good faith a contract adjustment. If following such sixty (60) day period, it becomes impossible to continue the performance of the Agreement, each Party will be entitled to terminate the Agreement by sending a written notice to the other Party.

23. Non-Solicitation

During the Term of the Agreement and for a period of twelve (12) months after the end of the Agreement, the Customer shall not, directly or indirectly, whether itself or as part of any arrangement with any third party (except with the prior written consent of Graitec), solicit or entice away (or attempt to solicit or entice away) any person that is, or was within the previous six (6) months preceding the solicitation or enticement, an employee of Graitec. In the event of a breach of any provision of this clause, Customer will pay to Graitec with respect to each such breach a sum equivalent of six (6) months of the annual on target earnings of the solicited or enticed person, as liquidated damages and not as a penalty, in addition to any and all other rights and remedies at law or in equity for damages or otherwise, which rights and remedies are and shall be cumulative.

24. Sustainable business

In line with its mission and employees code of conduct, Graitec is committed to <https://unglobalcompact.org/what-is-gc/mission/principles> which define fundamental principles in essential areas, such as human rights, labor law, environmental protection, and the fight against corruption and kickbacks and state the Ethical Business relationships Graitec is committed to respecting and having its suppliers and partners as well as customers to respect. Graitec expects the Customer to comply with those principles and to join Graitec in its sustainability mission.

25. General

25.1 Independent Contractors. The Parties are independent contractors. Nothing in an Agreement shall create a partnership, joint venture, agency, or employment relationship between the Parties. Neither Party may make, or undertake, any commitments or obligations on behalf of the other.

25.2 Changes. From time to time, Graitec may update these GTC. Any material changes will be notified to Customer, such as by posting an announcement on Graitec's website or sending Customer an in-application notice or email. To the greatest extent permitted by applicable law, the new GTC will take immediate effect, and Customer's continued use of the Graitec's Offerings following the posting or notice of the changes will constitute Customer's acceptance of the updated GTC. Material changes shall not result in a diminution of the Graitec security level and/or of the features or functionality of the Graitec Offerings.

25.3 Order of Precedence. In the event of any conflict or discrepancy by and among an Agreement, its annexes and any other document referred to, such conflict or inconsistency shall be resolved by giving precedence in the following order, unless explicitly indicated otherwise in writing, by the Parties: i) the Order Form, if any, and its annexes; ii) these GTC and its annexes (if any) and/or other online document incorporated into the Agreement.

The headings used in these GTC are for convenience only and shall in no case be considered in construing them.

25.4 No waiver. No failure or delay in exercising any right hereunder by either Party shall operate as a waiver thereof, nor will any partial exercise of any right hereunder preclude further exercise.

25.5 Notices. Except where otherwise expressly stated in these GTC, all notices or other communications must be in English and are deemed to have been fully given when made in writing and delivered in person, upon delivered email, confirmed facsimile, or five days after deposit with a reputable overnight courier service, and addressed : i) to Graitec at the registered address of the Graitec entity signatory of the Agreement (with a copy emailed to legal@graitec.com) and to Customer at its registered address.

25.6 Contract for Services. The Agreement is for the provision of the Graitec Offerings and not a contract for the sale of goods. The provisions of the United Nations Convention on Contracts for the International Sale of Goods, of the Uniform Commercial Code (UCC), of the Uniform Computer Information Transaction Act (UCITA), or any substantially similar applicable laws as may be enacted, will not apply to the Agreement.

26. Mediation – Competent Jurisdiction – Governing law

26.1 Escalation. In the event of any claim, dispute, controversy, or other matter in question between the Parties arising out of or relating to this Agreement or the breach hereof (each, a “**Dispute**”), such Dispute shall be referred in the first instance to the Parties' project managers for discussion and resolution. If the Dispute is not resolved by the relevant project managers within five (5) business days, the Dispute will be referred to higher levels of management for each Party who shall use good faith efforts to resolve the Dispute between them. If the Parties are unable to resolve the Dispute between them within such five (5) Business Days period, the Dispute shall be resolved in accordance with Section 26.2&3 (Governing Law and Disputes). Each Party shall continue performing its obligations under the Agreement while any Dispute is being resolved, unless otherwise agreed by the Parties or ordered by a court of competent jurisdiction, except to the extent such obligations are terminated pursuant to the terms of the Agreement.

26.2 Competent Jurisdiction. The Agreement, and any Dispute arising out of or in connection with an Agreement or its subject matter or formation, shall be subject to the exclusive jurisdiction of the place where the signatory entity of Graitec is registered.

26.3 Governing Law. The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of the country (or state) where the signatory entity of Graitec is registered.

26.4 Enforceability. If any part of the Agreement is held by a court of competent jurisdiction to be illegal or unenforceable under the Governing Law, the validity or enforceability of the remainder of the Agreement shall not be affected and such provision shall be deemed modified to the minimum extent necessary to make such provision consistent with applicable law and, in its modified form, such provision shall then be enforceable and enforced.

26.5 Languages. These GTC were prepared and written in English. Any non-English translation of them which may be made available are provided for convenience only and are not valid or legally binding.

Last update: April 3, 2023