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9 SUPPORT AND SERVICE AGREEMENT, SSA

9.1 General

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

9.2 Support

- 9.2.1 As set out in Section 9.1, only if the Licensee acquired the SSA from Solibri, then the Licensee may contact Solibri in the Support issues.
- 9.2.2 Solibri's Help Desk may be contacted only by the Licensee's named main user and other technical contact person(s), who are trained and qualified in the use of the Software and are notified to Solibri from time to time in written form. Unless agreed otherwise between the Licensee and Solibri in written form, Solibri's Help Desk may be contacted only by email. Solibri's Help Desk shall be contacted and Solibri's Help Desk server in English language.
- 9.2.3 The Support is performed remotely. Any possible on-site Support shall be subject to fees agreed by the Licensee and Solibri, and if the Licensee and Solibri have not agreed on such fees, the fees in accordance with Solibri's then-current price list. Solibri's then-current price list applies also to compensation of travel and accommodation expenses, daily allowances and travel time. The Licensee shall at its own expense procure and maintain its equipment, software and data communications connections necessary for the remote Support and for the related data security.
- 9.2.4 The Licensee shall, in connection with reporting an Error to Solibri, describe and, at the request of Solibri, demonstrate how the Error occurs. The Licensee undertakes, without delay, to provide at no charge to Solibri also other sufficient written and/or electronic information about the Error and the circumstances that give rise to the Error, as requested by Solibri. Such information may include, for example, provision by the Licensee of the Licensee's model(s) to demonstrate how the Error occurs. Before Solibri

has sufficient information about the Error, Solibri's duties to investigate the Error shall not start.

- 9.2.5 As part of the Support, Solibri will use commercially reasonable efforts to attempt to correct the Errors notified to Solibri, and to either provide the Licensee with a copy of a correction or fix of the Software, or an Upgrade including the correction or fix, or alternatively, a workaround or instructions for the Licensee to bypass the Error. Solibri does not warrant that all Errors can or will be corrected or that the Errors will be corrected within a certain time, nor a certain response or service time.
- 9.2.6 In case Solibri has published a newer Upgrade or newer Upgrades, Solibri may require, as condition for the Support, that the Licensee has taken into use the newer Upgrade(s).
- 9.2.7 The Support does not cover Errors: (a) arising out of misuse of the Software, such as a faulty installation or use in violation of the Documentation, usage instructions or provisions of the Agreement; (b) arising out of modification or repair of the Software by anyone else than Solibri; (c) arising out of any other product, add-on, service, materials or data; (d) arising out of use of the Software in a usage environment other than the usage environment approved in the Documentation; (e) arising out of use of the APIs or arising out of the Licensee's Specific Rules or the Licensee Made Enhancements; (f) which could have been avoided by the use of released Upgrade or (g) caused by any customizations, features or functionalities of the Software created by Solibri to the Licensee, unless Solibri has consented in written form to provide the Support for the customizations, features or functionalities.
- 9.2.8 If it is established that an Error reported by the Licensee is not covered by the Support, Solibri may charge for the Error diagnosis and location and correction of such Error in accordance with Solibri's then-current price list.
- 9.2.9 Solibri's entire liability and the Licensee's exclusive remedy under the Support shall be the obligations of Solibri defined in this Section.

9.3 Upgrades

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

9.4 Term of SSA

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

10 INTELLECTUAL PROPERTY RIGHTS

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

11 APIS

11.1 APIS

- 11.1.1 The Licensee may use the APIs internally during the term of the Agreement only to develop Licensee specific rules to define the rule parameters to be used by the Licensee in connection with the Software ("**Licensee's Specific Rules**") and to achieve the interoperability of the Software with other software programs developed by the Licensee ("**Licensee Made Enhancements**"). The Licensee's Specific Rules and the Licensee Made Enhancements may be used by the Licensee in the Licensee's own internal operations to use the Software as permitted in the Agreement only, and to integrate the Licensee's Specific Rules and the Licensee Made Enhancements with the Software for such purpose. For the avoidance of doubt, the Licensee may not e.g. use the APIs to create or develop code or software providing functionality similar to the Software.
- 11.1.2 The Licensee delivers all Licensee's Specific Rules and the Licensee Made Enhancements, and any modifications, corrections, fixes, updates, new versions, amendments and derivatives thereof, to Solibri before the Licensee starts to use the Licensee's Specific Rules or the Licensee Made Enhancements or any modifications, corrections, fixes, updates, new versions, amendments and derivatives thereof.

11.2 Commercial Use of Licensee's Specific Rules and Licensee Made Enhancements

- 11.2.1 If requested by the Licensee, Solibri may at its discretion decide to grant the Licensee the right to distribute and license the Licensee's Specific Rules and/or the Licensee Made Enhancements to third parties. Such authorization can be granted by Solibri only in written signed form and is subject to Solibri's prior review and testing of the Licensee's Specific Rules and the Licensee Made Enhancements.
- 11.2.2 Any testing performed and/or acceptance granted by Solibri with respect to the Licensee's Specific Rules or the Licensee Made Enhancements does not relieve the Licensee from its obligations or liability with respect to the Licensee's Specific Rules or the Licensee Made Enhancements and shall be without prejudice to Solibri's rights hereunder. In connection with such distribution and licensing to third parties, the

Licensee shall disclaim all Solibri's liabilities with respect to the Licensee's Specific Rules and the Licensee Made Enhancements and define that the licensees may not make any claims against Solibri or its transferees or licensors in relation to the Licensee's Specific Rules or the Licensee Made Enhancements. Solibri may impose also other conditions for such right of the Licensee to distribute and license the Licensee's Specific Rules and the Licensee Made Enhancements to third parties.

11.3 Responsibilities

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

11.4 Modifications to APIs and Documentation of APIs

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

11.5 Disclaimer of Warranty and Liability

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

12 PRICES PAYABLE TO SOLIBRI

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

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

12.3 Solibri may amend the agreed prices as follows:

- (a) The SSA fee as of the start of the following SSA Renewal Term, by notifying the Licensee at least two (2) months before the start of the SSA Renewal Term. If the Licensee does not approve the price amendment, the Licensee may elect to terminate the SSA as set out in Section 9.4.2; and
- (b) The license fee of the Subscription Seat, the Team Subscription Seat or the Offline Subscription Seat as of the following renewal of the Subscription, by notifying the Licensee at least two (2) months before the renewal. If the Licensee does not approve the price amendment, the Licensee may elect to terminate the Subscription as set out in Section 3.6.6, Section 3.7.7 or Section 3.8.8 (as applicable to the Subscription in question).

- 12.4 If not otherwise agreed in the Order Confirmation or otherwise agreed by Solibri and the Licensee in written form, the prices payable to Solibri are invoiced:
- (a) recurring prices, such as a monthly, quarterly or annual license fee or the SSA fee, in advance of the invoicing period; and
 - (b) other prices monthly afterwards.
- 12.5 Value added tax, duties, levies and other taxes and governmental charges related to the prices are added to the prices and payable by the Licensee. This does not however apply to income tax payable by Solibri for its income. Invoices are payable within fourteen (14) days from the date of the invoice. Solibri may suspend its performance in the event that the Licensee has delayed in making any payment despite of a payment reminder. The Licensee shall pay interest on delayed payments in accordance with the Finnish Interest Act. Unless otherwise set out in this Agreement, the license fees and SSA fees are not refundable.

13 LIMITATION OF LIABILITY

- 13.1 Solibri shall have no liability for any indirect, incidental, consequential, special or exemplary damages, such as loss of profit, revenue or goodwill, business interruption, or punitive damages, cost of cover purchase or loss of data or for damages payable to third parties, even if Solibri has been advised of the possibility of such damages.
- 13.2 In no event shall Solibri's aggregate maximum liability (including but not limited to price refunds and/or price discounts) arising out of or related to the Agreement for any and all causes of action occurred during any calendar month exceed the amount of the net prices (without VAT or other taxes or duties) paid by the Licensee (or by Solibri's Partner with respect to the Licensee) to Solibri during the said calendar month for the respective Software license and/or the respective SSA being the cause of action.
- 13.3 The limitations of liability in this Section shall apply to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, negligence, strict liability or misrepresentation, and these limitations shall apply notwithstanding the failure of essential purpose of any remedy under the Agreement.
- 13.4 For the avoidance of doubt, if the Licensee has acquired the Software license and/or the SSA from a Solibri's Partner, then any warranty and other claims that the Licensee may have arising out of or related to the Software, the SSA or otherwise in connection with this Agreement shall be brought against the Solibri's Partner and not against Solibri.

14 TERMINATION OF LICENSE

- 14.1 Solibri may terminate the Licensee's right to use the Software in case the Licensee commits a breach of the Agreement and fails to remedy such breach within seven (7) days after having been given written notice in respect thereof.
- 14.2 On expiry or termination of the Licensee's right to use the Software, the Licensee shall cease the use of the Software, the APIs and the Documentation and shall verifiably destroy all copies of the Software, the APIs and the Documentation in the Licensee's and its Operating Partner's possession, including any copies on back-up tapes or other media. On Solibri's request, the Licensee shall certify such destruction to Solibri in written signed form. Unless otherwise set out expressly in this Agreement, upon termination of the Licensee's right to use the Software, the APIs and the Documentation for any reason, the Licensee shall have no right to refund of the whole or part of the license fee.

15 MISCELLANEOUS

15.1 Reference Right

Solibri may use the Licensee's name and logo as reference or include it to a customer list or similar reference list to be used in marketing, promotional purposes,

advertising or web pages and in other public or private communications, subject to the Licensee's standard trademark usage guidelines as shall be provided by the Licensee to Solibri on Solibri's request, and in such connection mention the Licensee as a user of the Software.

15.2 Assignment and Subcontractors

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

15.3 Export

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

15.4 Survival

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

15.5 Entire Agreement

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

15.6 Severability

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

15.7 Amendment

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

15.8 Force Majeure

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

a subcontractor shall be deemed as Force Majeure in case the delay of the subcontractor is also caused by Force Majeure.

15.9 Governing Law and Disputes

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