

SOLIBRI SAAS TERMS OF USE ("Terms")

1 SCOPE OF THE TERMS; PARTIES

- 1.1 These Terms apply to Agreement(s) on the provision of the Software Service and/or other Services by Solibri Oy ("Solibri") to the firm, company, corporation or other entity named in the Agreement ("Customer"). Only a firm, company, corporation or other entity may be a Customer, so private individuals may not use the Software Service unless they are using it as a User on the Customer's behalf. These Terms form an integral part of the Agreement. Solibri and the Customer are hereinafter referred to each as a "Party" and together as the "Parties".
- 1.2 BY CLICKING THE ACCEPTANCE OF THE AGREEMENT OR OF THESE TERMS, SIGNING THE AGREEMENT OR THESE TERMS OR USING THE SOFTWARE SERVICE OR THE DOCUMENTATION, THE CUSTOMER AGREES TO BE BOUND BY THESE TERMS AND OTHER TERMS OF THE AGREEMENT.
- 1.3 The Customer agrees that each user of the Customer who takes the Software Service into use or otherwise accepts the Agreement (including but not limited to these Terms), or a modified or new version thereof, is authorized to enter into a binding agreement on behalf of the Customer and that the Customer is bound by the Agreement (including but not limited to these Terms).

2 DEFINITIONS

The following terms shall have the meanings assigned to them herein, unless otherwise agreed in the Agreement:

"Agreement" means an agreement in which the Parties agree on the provision of the Service(s) to the Customer, such as (i) an agreement signed by the Parties, (ii) Solibri's binding offer accepted by the Customer, or (iii) the Customer's order (e.g. by email, within the Software Service or through Solibri's e-commerce or other system) accepted by Solibri or (iv) or an electronic or written order confirmation sent by Solibri (whether automated or not) in which the Customer's order for a Subscription is confirmed. Solibri is deemed to have accepted an order also when Solibri provides the Services to the Customer based on the order.

"Confidential Information" means information of the other Party that is marked as confidential or that should be reasonably understood to be confidential.

"Customer Data" means content, such as the Customer's models, submitted by or on behalf of the Customer into the Software Service.

"Documentation" means usage manuals and other documentation in written or electronic form that are provided to the Customer or accessed via the Software Service.

"Error" means an error in the Software Service, which can be reproduced and which causes the Software Service not to operate materially as set out in its product description in the Documentation, excluding marketing materials.

"Intellectual Property Rights" means any and all intellectual property rights, such as patents, inventions, trademarks, copyrights, rights related to copyright and rights in designs, whether registered or not, and all rights or forms of protection having equivalent or similar effect to any of the foregoing.

"Professional Service(s)" means, except for the Software Service, any services agreed to be provided

by Solibri to the Customer, such as consultation, separately priced Support Services and/or training.

"Service(s)" means the Software Service, the Support Service and/or the Professional Services.

"Software Service" means the software as a service agreed to be provided by Solibri to the Customer in the Agreement.

"Statistical Information" means (i) usage statistics and usage analytics, user experience and feedback, information on the way the Customer and its users use and access the Software Service and the different functionalities and features of the Software Service, such as information on the time of use of different functionalities or features and of ways to use the Software Service, (ii) information on the geographies, devices, browsers and similar identifications of the use of the Software Service, (iii) the Customer Data, as such or as processed and/or combined with other data and (iv) all other kinds of statistics and aggregated data.

"Subscription Period" means the time period of the Customer's right to use the Software Service, that renews automatically as set out in these Terms. The Subscription Period is twelve (12) months unless otherwise defined in the Agreement.

"Subscription" means the Customer's right to use the Software Service during the Subscription Period.

"Subscription Notice Time" means the notice period applicable to the termination of a Subscription, which is, unless otherwise defined in the Agreement, at least thirty (30) days prior to the end of the then current Subscription Period.

"Support Service" is defined in Section 6.

"Trial Period" means, unless other time period is defined in the Agreement, a period of fourteen (14) days starting from the date Solibri has given the Customer the opportunity to use Software Service under the Trial Subscription.

"User" means members of the Customer's personnel or of others acting on the Customer's behalf for the Customer's normal business purposes.

"User Credentials" is defined in Section 4.1.

3 GENERAL

3.1 The agreed licensed functionalities of the Software Service and the Professional Services to be provided to the Customer are defined in the Agreement. Professional Services are not included in the SaaS Fee.

3.2 The Parties may also agree on additional orders of Services by agreeing in written form (also email, order within the Software Service or in Solibri's e-commerce or other system being sufficient). All orders are subject to Solibri's acceptance and are governed by the Agreement and these Terms. Solibri is deemed to have accepted an order also when Solibri provides the Services to the Customer based on the order.

3.3 Solibri may develop the Software Service. Thus, Solibri may make updates, upgrades, fixes, modifications and enhancements to the Software Service at any time.

3.4 The Customer shall, at its own expense, acquire the equipment, connections, data transfer services, hardware and other software and information security services that are required to be used in connection with the Software Service and for the purpose of the remote connection with the Services, according to the

compatibility requirements set by Solibri from time to time.

3.5 The Customer understands that the Customer's models and other Customer Data are transmitted automatically via the Internet into the Software Service.

3.6 The Customer shall notify Solibri of Errors and of errors in the provision of Professional Services or Support Service without undue delay and in any case latest within fourteen (14) days from the provision of the Service.

4 TERMS OF USE

4.1 User Credentials and General

4.1.1 The Subscription(s) granted to the Customer is/are one or more of the Subscription types defined below in Section 4.2, unless otherwise defined in the Agreement. The Subscription type is defined in the Agreement. In addition, the restrictions in this Section 4.1, as well as other restrictions in the Agreement, shall apply to the Subscriptions.

4.1.2 The Customer may not use the Software Service or the Documentation to offer services to any third party or otherwise or allow access to the Software Service or the Documentation to any third party or allow any third party to benefit from the Software Service or the Documentation. There are no implied rights to use. The Customer may not (a) copy, modify or create a derivative work of the Services or the Documentation; (b) reverse engineer, decompile, translate, disassemble or otherwise attempt to extract any or all of the source code of the Software Service or the software used to provide the Software Service; (c) sell, resell, sublicense, transfer or distribute any of the Services or the Documentation; or (d) use the Services or the Documentation for any unlawful or fraudulent activity.

4.1.3 The user names and passwords of the Customer's Users to use the Software Service ("**User Credentials**") are personal and may not be shared with any other Users or third parties. The Customer's users shall maintain the User Credentials diligently and the User Credentials may not be disclosed to third parties. The User Credentials may be used only by the User for whom the User Credentials have been created. The Customer is responsible for the use of the Software Service and the Documentation when the User Credentials have been used, even if the User Credentials have been used by any unauthorized third party.

4.2 Subscription Types

4.2.1 Individual Subscription Grant

(a) Subject to the Customer's payment of the prices payable for the right to use the Software Service under the individual subscription grant ("**Individual Subscription**") to Solibri ("**SaaS Fee**"), the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the Software Service during the Subscription in the Customer's own internal operations in the Software Service's intended use as specified in the

Documentation. The Customer's use of the Software Service is limited to the number of named Users as defined in the Agreement. Individual Subscription may be used only by the named User for whom the User Credentials for the Individual Subscription have been created. The Individual Subscription may not be used by any other User.

(b) The Customer may use the Documentation internally in order to support the above-mentioned granted use of the Software Service only on behalf of and for the benefit of the Customer.

(c) The Subscription for the Individual Subscription is initially the length of the Subscription Period, and thereafter each time period equal to the length of the initial Subscription Period. The Subscription thus renews automatically at the end of each Subscription Period for the time period which is equal to the length of the initial Subscription Period, unless the Subscription is terminated by the Customer or Solibri with a written notice given latest at the Subscription Notice Time.

4.2.2 Concurrent Subscription Seat Grant

(a) Subject to the Customer's payment of the prices payable for the right to use the Software Service under the concurrent subscription seat grant ("**Concurrent Subscription Seat**") to Solibri ("**SaaS Fee**") the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the Software Service during the Subscription in the Customer's own internal operations in the Software Service's intended use as specified in the Documentation. Under one Concurrent Subscription Seat, the Customer's use of the Software is limited to such number of concurrent User(s) at a time as is defined in the Agreement.

(b) Each Concurrent Subscription Seat is allocated to a license pool according to Solibri's practises from time to time. The Customer should also allocate its Users to a license pool according to Solibri's practises from time to time. Currently, one (1) Concurrent Subscription Seat license pool is allowed to have maximum of three (3) potential Users per one Concurrent Subscription Seat.

(c) The Customer may use the Documentation internally in order to support the above-mentioned granted use of the Software Service only on behalf of and for the benefit of the Customer.

(d) The Subscription for the Concurrent Subscription Seat is initially the length of the Subscription Period, and thereafter each time period equal to the length of the initial Subscription Period. The Subscription thus renews automatically at the end of each Subscription Period for the time period which is equal to the length of the initial Subscription Period, unless the Subscription is terminated by the Customer or Solibri with a written notice given latest at the Subscription Notice Time.

4.2.3 Trial Subscription Grant

(a) If the Customer is under the Agreement granted the right to use the Software Service under the trial

Subscription ("**Trial Subscription**"), the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the Software Service during the Trial Period in the Customer's own internal operations in the Software Service's intended use as specified in the Documentation. The Customer's use of the Software Service is limited to one (1) concurrent User at a time.

- (b) The Customer may use the Documentation internally in order to support the above-mentioned granted use of the Software Service only on behalf of and for the benefit of the Customer.
- (c) The Trial Subscription can include Support Service during the Trial Period to a limited extent as defined by Solibri from time to time, without any commitment or liability by Solibri.
- (d) THE SOFTWARE SERVICE UNDER THE TRIAL SUBSCRIPTION AND THE RELATED SUPPORT SERVICE 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 SOFTWARE SERVICE UNDER THE TRIAL SUBSCRIPTION AND THE RELATED SUPPORT SERVICE, 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.

4.2.4 Free Usage Tier Subscription Grant

- (a) If the Customer is under the Agreement granted the right to use the Software Service under the free usage tier subscription grant ("**Free Usage Tier Subscription**"), the Customer is granted a non-exclusive, non-transferable and non-sublicensable right to use the Software Service during the Subscription in the Customer's own internal operations in the Software Service's intended use as specified in the Documentation. The Customer's use of the Software Service is limited to one (1) concurrent User at a time.
- (b) The Subscription Period for the Free Usage Tier Subscription means, unless other time period is defined in the Agreement, a period of thirty (30) days starting from the date Solibri has given the Customer the opportunity to use Software Service under the Free Usage Tier Subscription, and it does not renew automatically.
- (c) The Customer may use the Documentation internally in order to support the above-mentioned granted use of the Software Service only on behalf of and for the benefit of the Customer.
- (d) The Free Usage Tier Subscription can include Support Service during the Free Usage Tier Subscription to a

limited extent as defined by Solibri from time to time, without any commitment or liability by Solibri.

- (e) THE SOFTWARE SERVICE UNDER THE FREE USAGE TIER SUBSCRIPTION AND THE RELATED SUPPORT SERVICE 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 SOFTWARE SERVICE UNDER THE FREE USAGE TIER SUBSCRIPTION AND THE RELATED SUPPORT SERVICE, 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.

5 SERVICE BREAKS

5.1 Solibri may suspend the operation of or access to the Software Service ("**Maintenance Breaks**"):

- (a) due to installation, change or maintenance of equipment, software or public or private networks, a force majeure event, a security risk, or as required by law, regulation, a governmental order or if recommended by any central organization in the industry, or if Solibri suspects misuse, such as burdening of the Software Service in a manner that can jeopardize the operation of the Software Service or if Solibri suspects transmission of viruses or malware.

5.2 Where reasonably possible, Solibri will inform the Customer of the forthcoming known suspensions in advance. Such notifications can be displayed also in the user interface of the Software Service.

5.3 A suspension of the operation of or access to the Software Service because of any of the Maintenance Breaks is not considered as an Error or as Solibri's contractual breach.

6 SUPPORT SERVICE

6.1 Solibri makes available to the Customer its basic support service for the Software Service according to Solibri's support model as in force from time to time ("**Support Service**"). Additional Support Service may be available to the Customer if agreed by the Parties in a separate order, subject to the Customer's payment of applicable Professional Service prices according to Solibri's general price in force from time to time.

6.2 The Support Service channel(s) are notified by Solibri from time to time. The Support Service language is English, unless otherwise specified in Solibri's support model as in force from time to time.

6.3 The Support Service is performed remotely. Any possible on-site Support Service shall be subject to prices in accordance with Solibri's then-current general price list, which applies also to compensation

of travel and accommodation expenses, daily allowances and travel time.

6.4 The Customer shall, in connection with reporting an Error to Solibri, describe and, at the request of Solibri, demonstrate how the Error occurs. The Customer 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.

6.5 The Support Service does not cover Errors arising out of: (a) misuse of the Software Service, such as use in violation of the Terms, the Documentation, provisions of the Agreement or the usage instructions; (b) the use of the Software Service with any other product, service, database, hardware, network or system, or by any changes in the same; (c) modification or a faulty integration by anyone else than Solibri or its subcontractor; (d) failures in the Customer's environment or network or in the Internet or other networks outside Solibri's reasonable control; or (e) the systems used by the Customer connected to or integrated with the Software Service. If an Error reported by the Customer is not covered by the Support Service, Solibri may charge for the Error diagnosis and location and correction efforts of such Error in accordance with Solibri's then-current general price list.

6.6 Solibri does not warrant that all Errors can or will be corrected, or that Errors can or will be corrected within a certain time period. Solibri may prioritize the investigation and correction efforts of different Errors taking into account their severity and effect, as estimated by Solibri. SOLIBRI DOES NOT WARRANT THAT THE SOFTWARE SERVICE WOULD BE ERROR-FREE OR UNINTERRUPTED. SOLIBRI DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES AND REPRESENTATIONS OF ANY KIND RELATING TO THE SERVICES AND THE DOCUMENTATION, AND DISCLAIMS, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO NON-INFRINGEMENT, ACCURACY OR FITNESS FOR A PURPOSE.

7 PERSONAL DATA, CUSTOMER DATA

7.1 The Data Processing Schedule(s) attached to these Terms are integral part(s) of these Terms. The Customer warrants that Solibri and its subcontractors are entitled to use the Customer Data lawfully to provide Services to the Customer.

8 FEEDBACK AND STATISTICAL INFORMATION

8.1 If the Customer provides findings, ideas or feedback regarding the Services or the Documentation or other feedback information to Solibri ("**Feedback**"), Solibri has, 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 Feedback in any and all means and for any and all purposes, such as for developing and managing the Services and the Documentation. Solibri undertakes not to identify the Customer as the source of the Feedback unless consented to by the Customer. By providing the Feedback, no confidential, fiduciary or contractually implied or other relationship is created between the

Customer and Solibri, other than pursuant to the Agreement. This means, for example, that no compensation is payable to the Customer for the Feedback.

8.2 During and after the term of the Agreement, Solibri has a perpetual, non-revocable, transferable, sublicensable and free of charge right to use, operate, copy, modify, disclose and publish the Statistical Information in any and all means and for any and all purposes, such as for developing and managing the Services and the Documentation and publishing statistics and trend information. Solibri does not identify the Customer as the source of the Statistical Information and does not disclose any personal data of the Customer's users when disclosing or publishing the Statistical Information, statistics or trend information, unless consented to by the Customer in writing or unless allowed under the applicable privacy policy. Solibri may however disclose the Statistical Information and the Customer as the source of the Statistical Information to the following third parties, for the purpose of identification of the Customer to these third parties and for the purpose of their invoicing and enabling the provision of Solibri's and their products and services to the Customer, the creation and development of Solibri's and their products and services and/or offering Solibri's and/or their products and services to the Customer, and for the purpose of financial arrangements between Solibri and any of them:

- (a) Solibri's subsidiaries (at the time of the latest update of these Terms, the following:
 - (i) Solibri UK Ltd, UK
 - (ii) Solibri DACH GmbH, Germany
 - (iii) Solibri Benelux B.V., the Netherlands
- (b) Solibri's partners (i.e. resellers of Solibri's products and services) and Solibri's group companies (i.e. other Nemetschek companies); and
- (c) Solibri's merchants (i.e. third parties whose products and services can be purchased from Solibri's webshop or the Solibri Center), and which can be also called as "publishers".

Solibri's merchants/publishers, Solibri's partners or, unless otherwise set out by Solibri in writing in its sub-processor list, Solibri's group companies, are not Solibri's sub-processors.

9 INTELLECTUAL PROPERTY RIGHTS

9.1 As between the Parties, the Customer retains its rights in and to the Customer Data (excluding Solibri's Intellectual Property Rights, Solibri's technology and other rights of Solibri).

9.2 Title and Intellectual Property Rights in and to the Software Service, other Services, the results of the Services, the Documentation, and any copies, modifications, translations, amendments and derivatives thereof, belong to Solibri and/or its licensors.

10 PRICES AND PAYMENT**10.1 Prices**

- 10.1.1 If some prices are not agreed in the Agreement, in the order or otherwise in written form, Solibri's general price list in force from time to time shall apply.
- 10.1.2 Solibri may amend the agreed SaaS Fee as of the start of the following Subscription Period by notifying the Customer at least sixty (60) days before the start of the following Subscription Period. If the Customer does not approve an increase of the SaaS Fee, the Customer may elect to terminate the Agreement as set out in Section 13.1 of these Terms.
- 10.1.3 Solibri may amend other prices when amending Solibri's general price list prices.
- 10.1.4 Solibri may also decide to launch new optional customizations, features and/or functionalities of the Software Service subject to an additional SaaS Fee payable to Solibri, in which case the right to access to and use such new customizations, features and/or functionalities is not included in the previous SaaS Fee.

10.2 Invoicing and Payment

- 10.2.1 If not otherwise agreed in the Agreement, the prices are invoiced as follows:
- (a) one-time payments and initial prices, when the Agreement is entered into or an order is made;
 - (b) recurring prices, such as monthly, quarterly or annual SaaS Fees, in advance of the invoicing period; and
 - (c) other prices monthly afterwards.
- 10.2.2 Invoices are payable within fourteen (14) days from the date of the invoice. Any overdue payment shall be subject to an overdue interest at the rate of Euribor 12-month rate + 10 % per annum, a late payment reminder fee according to Solibri's general price list. Solibri may suspend its deliveries to the Customer and the Customer's access to the Software Service if the Customer has delayed in making any payment despite of a payment reminder.
- 10.2.3 Unless otherwise set out in the Agreement, the SaaS Fees and other prices are not refundable

10.3 Taxes and Expenses

- 10.3.1 Value added tax, duties, levies and other taxes and governmental charges related to the prices are added to the prices and payable by the Customer. This does not however apply to income tax payable by Solibri for its income.
- 10.3.2 The Customer shall reimburse to Solibri the travel and accommodation expenses and daily allowances accrued to Solibri for agreed traveling to perform the Professional Services. Travel time shall be compensated in accordance with Solibri's general price list.

11 CONFIDENTIALITY

- 11.1 A Party (i) may not disclose the other Party's Confidential Information to any third party and (ii) may not use the other Party's Confidential Information for any purpose other than for fulfilling its obligations and using its rights arising out of the Agreement. The structure and user interfaces of the Software Service and its underlying ideas and the Documentation are always Solibri's Confidential Information. Solibri may disclose the Customer's Confidential Information to its subcontractors for the fulfilment of the purpose of the Agreement if the subcontractors have committed to a confidentiality provision substantially similar as herein.
- 11.2 The foregoing obligations shall not apply to information: (i) which at the time of the disclosure is or later becomes generally available or otherwise public through no fault of the receiving Party; (ii) which was in the possession or knowledge of the receiving Party prior to receipt of the same from the other Party; (iii) which the receiving Party receives from a third party; (iv) which the receiving Party has independently developed without using the other Party's Confidential Information; or (v) which must be disclosed based on law or an order by an authority or court or to enforce the terms of the Agreement. Solibri may also use the general expertise and skills that its and its subcontractors' personnel have learnt in conjunction with the Agreement. The receiving Party's obligations with respect to the disclosing Party's Confidential Information remain in force for five (5) years from the date the receiving Party received the Confidential Information in question, and shall during such time period survive the expiration or termination of the Agreement.

12 LIABILITY

- 12.1 Solibri shall have no liability for any (i) indirect, incidental, consequential, special or exemplary damages, such as for loss of profit, loss of revenue, loss of goodwill or business interruption, (ii) punitive damages or cost of cover purchase, (iii) destruction, alteration or loss of data or data files, or for any damages or expenses incurred as a result, such as expenses involved in the reconstitution of data, or (iv) damages payable to third parties, even if Solibri has been advised of the possibility of such damages.
- 12.2 Solibri's aggregate maximum liability arising out of or related to the Agreement and any and all Customer's orders for any and all causes of action occurred during any calendar month (including the amounts of possible price returns, price reductions and service level credits), shall not exceed fifty percent (50 %) the amount of the SaaS Fee (without value added tax and other governmental charges) paid by the Customer to Solibri for the said calendar month.
- 12.3 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.

12.4 These limitations of liability shall not apply to damages caused by gross negligence or intentional act.

13 TERM AND TERMINATION

13.1 Term

The Subscription and the Agreement will remain in force until the Subscription is terminated as set out in Section 4.2 or as otherwise set out in the Agreement.

13.2 Termination Due to Cause

Either Party may terminate the Agreement and the Subscriptions under the Agreement immediately by giving the other Party a written notice if the other Party commits a material breach of the Agreement and fails to remedy the same within thirty (30) days after receipt of a written demand from the other Party to cure the breach.

13.3 Events upon Termination

13.3.1 Upon the termination of the Agreement, Solibri may delete the Customer Data when three (3) months has lapsed from the termination of the Agreement. During the term of this Agreement and during this three (3) months' period, the Customer may order Professional Services from Solibri to provide Customer Data extracts to the Customer. The Customer shall pay for such Professional Services based on Solibri's then-current general hourly price list, and such Professional Services are deemed to be performed under this Agreement, and these Terms continue to apply to such Professional Services. As a condition for the said Professional Service, Solibri is entitled to also demand that (i) the Customer provides to Solibri a guarantee acceptable to Solibri to guarantee further payments and/or (iii) the Customer pays an advance payment for such Professional Service based on Solibri's estimate on used time. If the actual time used by Solibri does not correspond to Solibri's estimate, after the extracts have been provided, Solibri will settle the Customer's advance payment to reflect the actual time used by Solibri, and the Customer can receive either an additional invoice which it shall pay or a credit note.

13.3.2 Except for the Trial Subscription and the Free Usage Tier Subscription, the Customer may request Solibri to store the Customer Data after the termination of the Agreement in exchange for the Customer's payment of a monthly fee for the storage period corresponding to twenty (20) % of the monthly SaaS Fee of the Subscriptions valid at the time of termination of the Agreement. The storage fee will be charged monthly in advance, and will be charged fully also for partial months of storage. As a condition for the said storage, Solibri is entitled to also demand that (i) the Customer provides to Solibri a guarantee acceptable to Solibri to guarantee further payments and/or (iii) the Customer pays an advance payment for such storage. A written request for continued storage of the Customer Data must be received by Solibri within two (2) months following the termination of the Agreement. The storage is deemed to be performed under this Agreement, and these Terms continue to apply to the storage. The storage

can be terminated by the Customer or by Solibri by giving a one (1) full calendar month's prior written notice, unless otherwise agreed in writing.

13.3.3 Upon the termination of the Agreement, the Customer shall cease the use of the Software Service and the Documentation and shall verifiably destroy all copies of the Documentation in the Customer's possession. Unless otherwise set out expressly in the Agreement, upon or due to the termination of the Agreement, the Customer shall have no right to refund of the whole or part of the SaaS Fee or other prices.

14 MISCELLANEOUS

14.1 Reference Right

Solibri may use the Customer'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 Customer's standard trademark usage guidelines as shall be provided by the Customer to Solibri on Solibri's request, and in such connection mention the Customer as a user of the Software Service.

14.2 Amendment of Terms

Solibri may update the terms of the Agreement (including but not limited to these Terms) whenever the Software Service is updated or modified. If Solibri launches new features or functionalities of the Software Service or adds new Services to its Service Range, Solibri may also impose new and/or amended terms as a condition for use of those features, functionalities and Services. Solibri may also otherwise update the terms of the Agreement (including but not limited to these Terms) from time to time if there are changes in Solibri's or its subcontractors' products, services or working methods provided that the updated terms do not have essential adverse effect on the Customer's rights.

14.3 Assignment and Subcontractors

The Customer may not assign the Agreement to a third party, without the prior written consent of Solibri. Solibri may assign the Agreement without the consent of the Customer to any third party. Solibri shall have the right to subcontract its obligations. Each Party is liable for the actions of its subcontractors as for its own.

14.4 Survival

Upon any termination of this Agreement, the following Sections shall survive: "Feedback and Statistical Information", "Intellectual Property Rights", "Liability", "Term and Termination", "Events upon Termination", 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.

14.5 Entire Agreement

The Agreement supersedes previous proposals, marketing materials and other communications between the Parties with respect to the subject matter of the Agreement. The Customer's purchase, procurement or other terms shall not apply to the Agreement, even if referred in or attached to the Customer's purchase order or other document submitted by the Customer.

14.6 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.

14.7 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.

14.8 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.

14.9 Schedules

Schedule 1: Data Processing Schedule