

General Terms and Conditions

Updated September 2023

General conditions

1. Definitions

"*Agreement*" means the submitted invoice, license terms and these General Terms and Conditions, and any amendments and amendments thereto, either agreed between the Partners or issued by PC SCHEMATIC A/S.

"*Effective date of Agreement*" means the date of submission of invoice.

"*Delivery Date*" means the date of submission of the License Activation Code.

"*Intellectual Property Rights*" means all intellectual property rights, including but not limited to copyright, design, trademark, patent, and utility model rights as well as rights under the Danish Marketing Practices Act, and regardless of whether the rights are registered or not.

"*Group Company*" means companies in the Customer's group as defined in the Danish Companies Act, including the Client itself.

"*Products*" means the modules, as well as any other product or service, as specified in the Agreement or in an addendum agreed to by each Party.

"*Maintenance Agreement (VHA)*" means the Customer's access to Support, Software Update & Upgrade as well as annual user meetings and the Component Portal for PCSCHEMATIC Automation Licenses.

"*Support*" means telephone or email support regarding the functionality of the Products that PC SCHEMATIC A/S offers to Customers covered by the Maintenance Agreement.

2. General obligations of the Parties

2.1 PC SCHEMATIC A/S shall deliver to the Customer the Products specified in the Agreement on the terms resulting from the Agreement. PC SCHEMATIC A/S is entitled to use third parties for the fulfillment of its obligations but will then be fully responsible for these as if they were performed by PC SCHEMATIC A/S itself.

2.2 The Customer must follow PC SCHEMATIC A/S's reasonable instructions and recommendations, including, for example, assistance from the Customer's technicians, access to locations and systems, etc., just as the Customer is responsible for conducting adequate testing before the Products are put into use. The Customer's fulfillment of these obligations is necessary for PC SCHEMATIC A/S to deliver the Products on time and correctly, just as PC SCHEMATIC A/S is entitled to recover any costs incurred by the Customer's failure to comply with these obligations.

2.3 The Customer is, among other things, responsible for storing data and for ensuring that this is done securely.

3. Payment and invoicing

3.1 The Customer agrees - without set-off - to pay to PC SCHEMATIC A/S all invoiced amounts (prices, expenses, and other charges) in accordance with the terms of the Agreement.

3.2 For the Customer's use of the Products, the Customer pays to PC SCHEMATIC A/S a purchase price and a Maintenance Agreement, as stated in the Agreement. PC SCHEMATIC A/S invoices the Customer upon delivery for the purchase price and the Maintenance Agreement for the period from the Delivery Date until 31 December of the same year (calculated pro rata compared to a full year). Thereafter, as of 1 January, PC SCHEMATIC A/S invoices the Customer for the Maintenance Agreement in advance once a year for the period 1 January to 31 December.

3.3 When purchasing licenses for a product type, the customer pays an acquisition price and a Maintenance Agreement for each license, cf. the price list in force at any time.

3.4 The customer's payment must be made within eight (8) days of the date of PC SCHEMATIC A/S's invoice, unless otherwise agreed. If the Customer fails to pay an overdue amount to PC SCHEMATIC A/S, PC SCHEMATIC A/S is entitled to (i) charge default interest in accordance with the Danish Interest Act, and (ii) stop delivery of Products.

4. Customer's license

4.1 PC SCHEMATIC A/S grants the Customer a non-transferable, non-exclusive, and time-limited license, unless otherwise agreed, to use the Products either on the Customer's own system or on a hosted platform, subject to the following restrictions:

a) The Customer may only use the Products in accordance with the number of licenses specified in the Agreement or a subsequent upscaled or downscaled number by agreement between the Parties, but never more licenses than the Customer pays PC SCHEMATIC A/S for.

b) The Product may only be used on hardware whose operating system the Products are designed to run on (currently Windows); Information about supported versions can be obtained upon request.

c) The products may only be used by the Customer, the Client's Group Companies and by persons performing outsourced services for the Client.

4.2 The Customer's use of the Products is subject to the license terms from PC SCHEMATIC in force at any time. These license terms appear in the Products and can be obtained from PC Schematic A/S upon request.

4.3 The Customer may not reverse engineer, decompile or disassemble the Product or its individual parts, or create derivative works thereof.

4.4 For licenses purchased before 1/1-2024, the previous terms under which the license was purchased will continue to apply. For Network licences this also applies when scaling up and down the number of licenses.

5. Software Updates and Upgrades

5.1 As part of the Maintenance Agreement, PC SCHEMATIC A/S makes software updates available to the Customer, such as technical or professional updates, bug fixes, etc. ("Updates"). Updates can be downloaded via PC SCHEMATIC A/S's website as they are released.

5.2 PC SCHEMATIC A/S is entitled to charge additional payment for software upgrades of the Product, e.g. if significant new functionality is introduced ("Upgrades").

6. Support

6.1 As part of the Maintenance Agreement, PC SCHEMATIC A/S provides Support. The support is provided in accordance with the guidelines and goals stated in this Agreement and PC SCHEMATIC A/S's website.

6.2 PC SCHEMATIC A/S's Support covers only the functionality of the Product. PC SCHEMATIC A/S's Support does not include integrations between the Customer's IT environment and the Product, the Customer's own adaptations or the like. PC SCHEMATIC A/S's Support only includes the latest version of the Product (version N) and the immediately preceding version (N-1).

6.3 It is a prerequisite for PC SCHEMATIC A/S's Support that the Customer is covered by an ongoing Maintenance Agreement.

6.4 PC SCHEMATIC A/S may provide Support via access to the Customer's computer via Teamviewer or other remote access in accordance with PC SCHEMATIC A/S's regulations. If PC SCHEMATIC A/S does not have such remote access, PC SCHEMATIC A/S's access to provide Support may be limited. If the client wishes PC SCHEMATIC A/S's assistance in another way, it can be done as a consultancy service on agreed terms.

7. Consultancy services

7.1 All assistance for the use of the Products that are not Updates, Upgrades or Support is assessed as consultancy services to PC SCHEMATIC A/S's hourly rate or current price list at any time.

7.2 Software and other items developed as part of the Consultancy Services are not covered by Support under clause 6.

7.3 All reasonable expenses and costs for accommodation, travel and food incurred by PC SCHEMATIC A/S in connection with the provision of consultancy services shall be borne by the Customer.

7.4 PC SCHEMATIC A/S guarantees that consultancy services will be performed in accordance with good IT practice.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 PC SCHEMATIC A/S owns all Intellectual Property Rights to the Products. No Intellectual Property Rights are transferred from one Party to the other Party pursuant to this Agreement. The Customer has only a right to use the Products.

8.2 Intellectual Property Rights developed by PC SCHEMATIC A/S in connection with any consultancy work for the Customer belongs to and belongs solely to PC SCHEMATIC A/S.

9. Intellectual Property Infringement

9.1 Claims from third parties claiming that the Products infringe third parties' Intellectual Property Rights are settled or otherwise handled by PC SCHEMATIC A/S. PC SCHEMATIC A/S will pay any legal costs, settlement amounts and awarded damages, provided that the Customer i) has promptly notified PC SCHEMATIC A/S of the claim in writing, ii) cooperates with PC SCHEMATIC A/S and follows PC SCHEMATIC A/S's instructions in relation to the claim and iii) gives PC SCHEMATIC A/S total and exclusive control of the handling of the case and any settlement in the case.

9.2 If a third party makes a claim, or if PC SCHEMATIC A/S considers it likely that such a claim will be made, PC SCHEMATIC A/S is entitled, at its own option, to i) make changes to the Products supplied by PC SCHEMATIC A/S or ii) terminate the Agreement with immediate effect in exchange for a refund to the Customer an amount equal to any prepaid amounts for the Products. The customer cannot raise further claims against PC SCHEMATIC A/S.

9.3 PC SCHEMATIC A/S shall not be liable in any way for claims arising from i) changes not made by PC SCHEMATIC A/S, ii) PC SCHEMATIC A/S's or the Products' compliance with third party designs, instructions, specifications or technical information, iii) Customer's use with products, software and services; not provided by PC SCHEMATIC A/S, or iv) Customer's failure to comply with specifications provided by PC SCHEMATIC A/S.

9.4 This clause 9 exhaustively sets out the Customer's remedies and PC SCHEMATIC A/S's liability for any claims regarding infringement of Intellectual Property Rights.

10. Limitation of Liability

10.1 For Products covered by PC SCHEMATIC A/S' license terms, PC SCHEMATIC A/S's liability is limited as described in the license terms.

10.2 Except in cases covered by clause 10 or clause 11.1, PC SCHEMATIC A/S's total liability under the Agreement, regardless of the basis of liability, is limited to an amount equal to the license fee paid by the Customer for the Products in the past 12 months.

10.3 PC SCHEMATIC A/S shall under no circumstances be liable for any indirect or consequential damages (including loss of expected profit, loss of customer, professional liability, business interruption, loss of data or their recovery, loss of goodwill or other similar consequential damage) in connection with the use of the Product or loss due to lack of functions in the Product, regardless of whether i) PC SCHEMATIC A/S has been advised of the possibility of such loss; and ii) PC SCHEMATIC A/S is to blame for the loss on the basis of negligence or the like.

10.4 PC SCHEMATIC A/S is not liable for errors or defects that are not related to the Product. PC SCHEMATIC A/S is furthermore not responsible for the integration or interaction between the Product and the Customer's existing IT environment, availability of data lines or anything else. PC SCHEMATIC A/S is not responsible for whether Updates or Upgrades affect other parts of the Customer's IT environment. Furthermore, PC SCHEMATIC A/S is not responsible for adjustments to the Product, regardless of whether such adjustments may have been developed by PC SCHEMATIC A/S.

10.5 PC SCHEMATIC A/S delivers the Products in accordance with good IT practice. The customer cannot make any further claims.

11. Termination

11.1 The Agreement shall enter into force on the Effective Date as set forth in the Agreement.

11.2 The Agreement shall be irrevocable for the period from the Effective Date and for one year. Thereafter, the Agreement may be terminated with a minimum of three (3) months' written notice to the end of a calendar year - i.e. on 31 December.

11.3 If one party materially breaches the Agreement, the other party may terminate the Agreement if (i) the breaching party has first been made aware of the breach in writing and (ii) has not remedied the breach after being given reasonable notice to remedy it.

11.4 Termination or end of Agreement is only for the future and does not affect payments that are due or that have already taken place.

11.5 Provided that all invoices to PC SCHEMATIC A/S have been paid, the Customer is entitled to make a printout of all customer files upon termination. The Customer must ensure that the printing of Customer files and data has taken place within the expiry of the notice period. Subsequently, printout of customer files can be done via PCSCHEMATIC VIEWER, which can be downloaded free of charge via PC SCHEMATIC A/S's website.

11.6 Upon termination of the Agreement, the license will terminate and may no longer be used.

12. Force majeure

12.1 Neither party shall be liable in the event of force majeure. If the force majeure event lasts longer than six (6) months, either Party is entitled to terminate the Agreement. Such termination is without reservation to the rights and responsibilities of the Parties at the date of termination.

13. Transferability

13.1 The Customer may assign this Agreement to Group Companies without PC SCHEMATIC A/S's prior written consent. The Customer is liable for any loss PC SCHEMATIC A/S may incur as a result of the Group Company failing to live up to its obligations under the Agreement or otherwise breaching the Agreement. If the Customer needs assistance from PC SCHEMATIC A/S for migration, etc., this will be treated as consultancy services in accordance with section 7.

13.2 Any other assignment of the Agreement requires PC SCHEMATIC A/S's prior written approval.

13.3 In the event of a merger, chain collaboration or other merger between two or more Customers, termination by one Customer shall take place in accordance with clause 12.

13.4 PC SCHEMATIC A/S is entitled to assign the Agreement, or parts thereof, to a third party with fourteen (14) days' written notice to the Customer.

14. Confidentiality

14.1 Each Party shall ensure that all confidential information belonging to the other Party or, if applicable, its customers is treated confidentially.

14.2 PC SCHEMATIC A/S is entitled to use the Customer as a reference with its consent, including possibly with a description of the Customer, the project, the process, and the results.

15. Miscellaneous

15.1 The Agreement is the complete Agreement between PC SCHEMATIC A/S and the Customer regarding the Products, and the Agreement supersedes all prior agreements between the Parties.

Any deviations from the Agreement shall only be valid if they appear in an addendum or appendix to the Agreement signed by both Parties or determined by PC SCHEMATIC A/S pursuant to this Agreement. Notwithstanding this, the Parties may agree on an upward or downward scaling in the number of licenses, cf. clause 4.1 a) without entering a new written addendum or appendix signed by both parties. An email on the agreement to scale up or down the number of licenses is sufficient.

15.2 The Customer's standard terms, if any, shall not apply to the relationship between PC SCHEMATIC A/S and the Customer.

16. Governing Law and Venue

16.1 The Agreement is governed by Danish law. Any disputes relating to the Agreement shall be attempted to be resolved by negotiation. If it is not possible to find an amicable solution to the Parties' conflict by negotiation, the case shall be settled by the Copenhagen City Court.