

## LICENSE TERMS SCIA SOFTWARE

### Definitions

Application:	The software to which the Client gains access under these License Terms as listed in the Order.
SCIA:	The entity of the SCIA Group that provides a license under these License terms. The SCIA Group is comprised of: <ul style="list-style-type: none"><li>• SCIA NV with offices at Corda 2, Kempische Steenweg 309/0.03, 3500 Hasselt, Belgium and company number 0449.222.143.</li><li>• SCIA Nederland B.V , SCIA Nederland B.V , Goeman Borgesiuslaan 77, 3515 ET Utrecht , Netherlands and company number 09079050.</li><li>• SCIA France sarl, 57 bis Place Rihour, 59000 Lille, France and company number 353 878 218</li><li>• SCIA CZ s.r.o. , Evropská 2591/33d, 160 00 Prague 6, Czech Republic and company number 60726369</li><li>• SCIA SK s.r.o. , Murgašova 1298/16, 010 01 Žilina, Slovakia, and company number 36397202</li></ul>
Client:	The entity registered on the Order that enters into an agreement with SCIA concerning the Application under these License Terms.
Order:	The paper or electronic document detailing the Client's identity and listing the software and the licenses ordered and the prices. It also contains the effective date.
User:	Any person making use of the Application via the account of the Client.
Created Models:	All data models, visuals, structures, ... created or generated by the Client with the Application in any form (print, electronic, ...).
License Terms:	These license terms governing the use of the Application by the Client.
General Conditions:	The general terms and conditions of SCIA as joined in Annex 1.
Privacy Policy:	Read our webpage <a href="https://www.scia.net/en/privacy-policy">https://www.scia.net/en/privacy-policy</a>
Annexes:	The annexes to these License Terms: Annex 1: General Conditions Annex 2: Maintenance terms

### 1. Applicability

The License Terms apply to all use by the Client of the Application. The Client's terms or those of a third party do not apply. The General Conditions of SCIA complete these License Terms. The Order and the License Terms with all Annexes form the agreement (the "Agreement") between SCIA and the Client regarding the use of the Application by the Client.

SCIA reserves the right to amend these License Terms and annexes with notification to the Client. The Client has one month upon notification to object to these changes. If no objections have been received,

the new License Terms are deemed to have been accepted by the Client.

## **2. License**

SCIA grants the Client a non-transferable and non-exclusive license as outlined in the Order to use the Application under these License Terms, and upon condition that the applicable prices are paid. According to this license, such use will be exclusively for the Client's sole and unique benefit and in accordance with the intended use of the Application. The license is worldwide, with the exception of the United States of America.

The Client will always respect the License Terms and the restrictions in the Order. In case the licenses are for named Users, a department or division of the Client, only those persons or entities are allowed to use the Application. In case the license is for a certain number of unnamed Users, it is permitted to grant access to a bigger number of Users than the number of obtained licenses; still, the number of simultaneous Users cannot be higher than the obtained number of licenses. Consequently, the installation on the network server or on another common digital platform, with only the aim of the internal distribution of the Application within the organization, is only allowed if the Client has obtained a separate network license for each simultaneous User. The Client expressly states that he will take the necessary precautions to ensure that the license restrictions are respected. SCIA has the possibility and the right to verify the allowed number of Users.

Only persons that are employed within the company of the Client (as independents, employees, interns, interims, or in any other way on a permanent, temporary, or full-time or part-time basis) can be appointed as Users and use the Application. Other persons can only be allowed access with the prior written consent of SCIA.

For security and privacy reasons, it is not allowed to share licenses, e.g., by creating accounts on generic or shared email addresses.

Except as otherwise expressly permitted in these License Terms or allowed in writing by SCIA, and unless authorized by a legal provision which Parties cannot derogate from, Client shall not: (i) sell, license, rent, distribute, sublicense or otherwise transfer in whole or in part, the Application to a third party; (ii) attempt to modify, decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from, the Application; (iii) create derivative works based upon the Application; (iv) (try to) circumvent the protection measures and access control measures embedded within the Application; (v) alter or delete any copyright or other notices which appear in the Application; (vi) allow third parties to access to, or permit third parties to use, the Application, unless these third parties are subcontractors of the Client and are acting in the course of this, and these subcontractors are bound by the same obligations as the Client has agreed upon under these License Terms. The Client shall be fully liable for all actions and omissions of these subcontractors.

The Client acknowledges that the Application is continually being improved by SCIA. Each new version or update of the Application will replace as the modified version the original or previous version thereof, and henceforth be subject to all rights and obligations as mentioned in the License Terms.

## **3. Subscription/license terms and prices**

Unless otherwise agreed upon in writing, each subscription shall have an initial term of one year from the effective date mentioned in the Order. Thereafter, the subscription will automatically renew for additional one year terms.

In case of a more extended subscription for any deviating term, the prolongation term will be equal to the initial term and the subscription will automatically renew for an additional term.

In case of a monthly subscription, the prolongation term will be equal to the initial term and the subscription will automatically renew for an additional term. Either party may terminate the agreement prior to the expiration of the then-current term.

These terms collectively shall be the "Term" of the Agreement. Either Party may terminate the Agreement not less than three months prior to the expiration of the then-current Term.

Perpetual licenses are not limited in time.

The applicable prices are set forth in the Order. All prices are exclusive of VAT and are subject to indexation as set forth in the General Conditions. SCIA invoices the fees due as set forth in the Order.

#### **4. Test and academic license**

In case the Client orders a demo license to evaluate the Application or an academic license, this license is subject to the License Terms, with the following additional limitations:

a. The sole objective of the demo license is to provide the Client with a better understanding of the operation of the Application. The sole objective of the academic license is to help the students in their academic efforts. Under a demo or academic license, the Application may not be used in a working environment or as a source of analysis or information for professional purposes.

b. The demo and academic licenses are granted on an "as is" and "as available" basis without any guarantee or warranty.

c. The demo and academic licenses are granted for the limited Term indicated on the SCIA website or as otherwise agreed with SCIA. After this period, the license terminates automatically and by law. In case the Client keeps using the demo or academic license after the initial period, the Client is deemed to have bought a standard license and will be invoiced.

d. The demo and academic licenses are granted only one time per person and per organization. Without prior express approval by SCIA, it is not permitted to access the Application after the expiration of the demo or academic license by, e.g., signing up under another email address, having a colleague from the same organization sign up, changing the registration date ... In case the Client circumvents this restriction, the Client is deemed to have bought a standard license as set forth under c, but SCIA is entitled to invoice this license at five times the regular license price.

#### **5. Set-up**

The Application shall be made available via download, with online activation. The Client needs to set-up the software himself by correctly installing and configuring the Application. SCIA may provide training or (installation) assistance at its applicable prices.

The Client will check his software and hardware systems for compatibility before acquiring the license.

#### **6. Support and maintenance**

When the license is on a subscription basis, basic support and maintenance are included in the subscription fee. The basic support and maintenance are described in Annex 2. For perpetual licenses, support needs to be purchased separately.

#### **7. Additional services provided by SCIA**

SCIA provides the Application as set forth in the Order and these License Terms. These services are strictly limited to all reasonable measures to ensure the working and availability of the Application.

The Client may order additional services such as training and consultancy. All other services provided by SCIA will be delivered at the then-current rates of SCIA and under the terms of its General Conditions.

## **8. Client's obligations and liability**

The Client accepts complete and unconditional responsibility for any and all operations performed under his accounts. The Client is responsible for the confidentiality of his accounts, usernames, and passwords, for the access to his computer system, and for the acts and negligence of any party making use of an account of the Client. The Client will not allow access to the Application to anyone that is not an employee or trusted contractor of the Client.

The Client may not grant access to the Application to persons who are not registered Users in the Application. Group-accounts or people sharing the same account are not permitted.

In case the Client finds or suspects any misuse of his account information, the Client will immediately change his passwords or contact SCIA on [abuse@SCIA.net](mailto:abuse@SCIA.net) to temporarily block his accounts.

SCIA does not screen the data, text, or media content processed through the Application by the Client. The Client is free within the limited scope of his license rights to use and operate the Application according to its intended purpose. As a result, the Client bears the sole and full responsibility for the content that he processes with the use of the Application.

The Client will only process data he has the right to process. The Client will comply with (i) all international, national, state, and local privacy, construction, engineering, and other laws and (ii) all security regulations, policies, and procedures.

The Client agrees to never use the Application for illegal purposes or conduct that is otherwise objectionable. The Client may not process any content that (i) is unlawful, harassing, libelous, abusive, threatening, or harmful of any kind or nature or otherwise objectionable; (ii) he does not have the right to process under any law or under contractual or fiduciary relationships; (iii) infringes any rights of a third party, such as but not limited to patent, trademark, trade secret and copyright rights.

The Client will not remove or circumvent the access restrictions of SCIA, such as hardware or software keys.

The Client will not use nor display any means, software, or routines that might harm other parties or the good functioning of the Application or disproportionately burden the Application.

The Client commits to comply with the license terms of all control software, system software, or application software that interacts with the Application and was not delivered by SCIA, without SCIA having to control if these license terms and conditions have actually been complied with by the Client and without SCIA carrying any liability regarding this subject.

The Client accepts the full responsibility for his accounts and agrees to defend, indemnify, and hold harmless SCIA, its shareholders, directors, officers, employees, agents, distributors, attorneys, parent companies, subsidiaries, and affiliates, harmless from and against any and all claims, liabilities, judgments, penalties, taxes, costs and expenses (incl. reasonable attorney fees and costs) arising out of or related to Client's breach of the License Terms or the Annexes.

## **9. Security and data protection**

SCIA warrants that the Application is secure and protected in a professional manner. However, SCIA

cannot guarantee that the Application cannot be hacked, breached, or compromised in any manner. In case the Client finds or suspects any misuse or security breach, the Client will immediately contact SCIA on [abuse@SCIA.net](mailto:abuse@SCIA.net).

As the Client will process personal data as defined in the General Data Protection Regulation 2016/679 (the "GDPR") on the Application, the Client needs to do so strictly in compliance with the GDPR and all other relevant legislation.

To the extent SCIA would process personal data, it does so under the terms of its privacy policy in Annex 3.

#### **10. Usage and Reporting - Audit**

In order to verify if the Client uses the Application within the authorized limits, SCIA is entitled to monitor the usage that the Client makes of the Application and to perform an audit on the Client's use of the Application. SCIA can perform such an audit itself or through a third party.

The Client will provide within 24 hours after request all necessary and useful documents, documentation, and files and will allow access to its buildings during working days.

Upon breach of the Agreement, all costs related to the audit will be paid by the Client and will be reimbursed to SCIA upon the first request. SCIA will be entitled to invoice all missed license revenue, with a 400% surcharge for administrative costs.

#### **11. Intellectual property rights**

**Title to the Application:** All intellectual property and other rights on the Application, such as but not limited to the copyright, database rights, patents, etc., are the exclusive property of SCIA. No offer, quote, Order, agreement, or cooperation can give the Client any property right in or exclusive right on this Application, even if specific parts of it or additions to it were developed specifically for the Client. Any Client license granted on the Application must be described in writing. Client licenses are granted to the Client's specific entity that ordered the license (and not to its mother, daughter, sister, or any other linked entities or affiliates). No agreement with the Client will ever limit SCIA in its right to extend the Application. The Client is not allowed to grant any sub-license or other right with respect to the Application.

**Title to Client data:** All data that the Client enters into the Application remains the property of the Client.

**Models generated with the Application:** The Application enables the Client to create models based on its data. The Client is able to download and store these models separate from the Application. The Client receives all rights on these models, but not on the underlying data structures, code, graphics, and presentation methods, used to create and display the models. These remain at all times the valuable property of SCIA.

#### **12. Limitation of liability of SCIA**

SCIA will provide all reasonable efforts to ensure the proper functioning of the Application. SCIA represents that the Application is developed in a professional manner and is consistent with generally accepted industry standards. SCIA will continue to improve the Application and warrants that the Application at all times will comply with such standards. However, SCIA does not warrant that the Application is entirely free of small bugs and errors or that the Application will function without

interruptions.

Every liability of SCIA expires if the Client did not follow the indicated manual, if the Application was not handled judiciously or if the Application was altered. The Client is responsible for the use of the data enclosed in the Application. The Client commits to secure possible losses by making security backups of the program's e-data files and to control them on their correctness. To the extent that the Application is provided with control modules for the integrity of the data, the Client will activate these modules regularly.

In case the Application is an analysis software for engineers, the Application helps them in their professional activities, but its results always require expert appreciation. The Client must assess for himself whether the Application and the results achieved thereby are suitable for the Client's purposes and accept responsibility therefor. In such a case, the Application is not intended as a unique tool but as general support. The Client must always verify the results achieved by other means and shall be responsible for their correctness.

SCIA makes no warranty of any kind, express or implied, and the warranty of fitness for a particular purpose is hereby excluded.

SCIA can only be held liable for gross negligence ("zware fout", "faute grave"). It cannot be held liable when a defect or Malfunction of the Application is attributable to a software or hardware defect that was not issued by SCIA, or if the Client fails to report immediately any defect together with documentation and information relating to the occurrence of the defect.

The Client understands that if he uses the Application in an online environment, SCIA cannot be held liable when a defect or Malfunction of the Application is attributable to network or communication issues or to hacking, malware, or other forms of misuse.

SCIA will not be liable to the Client or third parties for loss of profits, loss of productivity or business, loss of data, indirect, consequential, or incidental damages. For direct damages, if repair in species is not possible, the liability of SCIA toward the Client shall never exceed the amount equal to the license fees paid by the Client over the last twelve months. The Client shall take all necessary measures that can reasonably be expected to limit its damage.

The Application may contain hyperlinks to websites of third parties. SCIA does not have any control over those websites of third parties. The presence of such hyperlinks in the Application does not in any way imply approval or a quality warranty by SCIA. SCIA cannot be held liable for the content of those websites or for the fact that the Client trusts the existence of the alleged completeness and accuracy of those websites.

The Client shall indemnify SCIA and hold it harmless against and in respect to any and all claims, damages, losses, costs, expenses, obligations, liabilities, actions, suits, including without limitation, interest and penalties, reasonable attorneys' fees and costs and all amounts paid in settlement of any claim, action or suit that may be asserted against SCIA or that SCIA shall incur or suffer that arises out of, result from or relate to: (a) the non-fulfillment or breach of any obligation of the License Terms or Annexes; (b) any claim of any nature whatsoever brought by any third party who may suffer damages of any sort as a direct or indirect result of the Client's activities relating to or in connection with the Client's use of Application.

### **13. Termination for cause**

In case SCIA notices an action by the Client or lack of action by the Client that might in SCIA's reasonable opinion breach the License Terms or the Annexes, harm directly or indirectly a third party, might

otherwise be objectionable or if a third party notifies SCIA of possible harm, SCIA will contact the Client in order to remedy the breach or harm caused as soon as possible and in any event within two weeks. In extreme cases or in case the Client fails to timely remedy his breach or the harm caused, SCIA — at its sole discretion — may immediately and without notice, without the intervention of the court ("de plein droit"), block or remove any content and/or terminate or suspend any Client license, without any repayment of license fees or other indemnification of Client and with complete indemnification of SCIA.

In case SCIA discontinues its services or blocks the Client's access to the Application on the basis of this provision, the Client will not be entitled to any indemnification from SCIA for the damages suffered as a result thereof. If the Client unsuccessfully contests SCIA's decision in court, the Client will reimburse SCIA's legal costs and expenses (incl. all attorney fees and costs).

#### **14. Force Majeure**

Neither Party shall be in default or otherwise liable for any delay in or failure of its performance if such delay or failure arises by any reason beyond its reasonable control, including the elements, earthquakes, floods, fires, epidemics, riots, failures, telecom/internet disruptions, non-performance of sub-contractors or delay in transportation or communications, or any act or failure to act by the other Party or such other Party's employees, agents or contractors.

#### **15. General**

If any of the provisions of these License Terms and Annexes are held to be or rendered void or unenforceable, the Client agrees that the same shall not result in the nullity or unenforceability of the remaining provisions, but that the Client and SCIA will use their best efforts to replace such provision with a valid and enforceable provision which will achieve, to the extent possible, the economic, business or other purposes for said void or unenforceable provision.

The mere fact that SCIA does not insist upon or enforce strict compliance by the Client of any provision of the License Terms or Annexes shall not be construed as a waiver or relinquishment of SCIA's rights pursuant to this condition unless made in writing.

The rights and remedies afforded to SCIA pursuant to the License Terms and Annexes are in addition to and do not in any way limit any other rights or remedies afforded to SCIA by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.

These License Terms are in English. A non-binding translation can be provided upon request.

#### **16. Applicable law and venue**

Any proceedings regarding the execution or interpretation of an agreement must be initiated by the Client within two years of the origination of the underlying cause. After the expiry of this period, the complaint is deemed to be inadmissible.

The Agreement, these License Terms, as well as any non-contractual obligations arising out of or in connection with the collaboration between SCIA and Client, shall be governed by and construed in accordance with Belgian law, to the exceptions of its provisions of the conflict of laws.

The courts of Antwerp (Belgium) have jurisdiction.

*Effective date: 2 November 2022*

*Latest Update: 26 February 2024*

## **Annex 1 - General Conditions SCIA**

### **1. Definitions**

SCIA: All members of the SCIA Group. The SCIA Group comprises:

- SCIA NV with offices at Corda 2, Kempische Steenweg 309/0.03, 3500 Hasselt, Belgium and company number 0449.222.143.
- SCIA Nederland B.V , Goeman Borgesuslaan 77, 3515 ET Utrecht, Netherlands and company number 09079050.
- SCIA France sarl, 57 bis Place Rihour, 59000 Lille, France and company number 353 878 218
- SCIA CZ s.r.o. , Evropská 2591/33d, 160 00 Prague 6, Czech Republic and company number 60726369
- SCIA SK s.r.o. , Murgašova 1298/16, 010 01 Žilina, Slovakia, and company number 36397202

Product: the platform, software, APIs, connectors, applications, schemas, concepts, documentation, guidelines, graphics, or any other item delivered by SCIA.

Services: the services delivered by SCIA.

### **2. Applicability**

These general conditions, hereafter 'General Conditions', apply to all offers and quotes made by SCIA to its clients, hereafter 'Clients', and to all agreements between SCIA and its Clients, except if otherwise agreed upon in writing. These General Conditions take precedence over all other conditions from the Client or from a third party, even if SCIA hasn't expressly protested such conditions.

All conditions other than these General Conditions, including all deviations from these General Conditions, even if they originate from a person representing SCIA, must be confirmed by SCIA in writing in order to bind SCIA.

SCIA reserves the right to change these General Conditions. SCIA will give notice in writing to the Client of any changes in these General Conditions, in a format chosen by SCIA. Such notice will be given at least one month before the changes enter into force. If the Client objects to the changes in writing within 14 days, the old version of the General Conditions remains in effect. If the Client does not or does not timely object to the changes, the new General Conditions will take effect.

The technical information in the form of brochures, graphics, illustrations, and related information is meant to give a general impression about SCIA and is not binding.

### **3. Offers and orders**

Unless otherwise stated in the offer itself, all offers are valid for 30 days.

Every quote from SCIA that is not part of a written offer is only binding to SCIA if accepted in writing by SCIA.

#### **4. Prices and payment**

All prices from SCIA are in Euro and are exclusive of VAT. Any rise in VAT or any other tax of any nature between the moment of the Order and the execution of the tasks as described in the offer will be charged to the Client.

Prices are linked to 80 % of the general index of consumer prices that is monthly published in the Belgian Official Gazette. The index that serves as the basis for all calculations is the index of the month prior to the date of the offer of SCIA. This index gives a realistic view of the real costs of SCIA. Each year, on 1 January, the prices will be adapted automatically according to this formula: 20 % of the price + 80 % of the price \* (new index/old index).

All invoices need to be paid at the registered office within 30 days after the date of the invoice.

On all invoices that are not paid on the due date, an interest of 12 % is due, and the amount of the invoices will be raised by 10 % as compensation for late payment.

If an invoice is not paid on the due date, all other invoices to the same Client become payable immediately.

In case the Client protests an invoice, a written and motivated notice needs to be given by registered mail to SCIA within seven calendar days after the invoice date. The Client's payment obligation is not suspended by such protest.

#### **5. Delivery and acceptance**

Unless otherwise agreed upon in writing, SCIA executes the Services by direct labor ("in regie") as set forth in art. 1787 et seq. Belgian Civil Code. Unless expressly otherwise agreed upon, all delivery terms and project prices are indicative and not binding.

Delivery occurs by the performance of the Services and/or by making the Products available, and the report from SCIA that the Services were performed and/or that the Products are ready for use. After receiving such a report, it is the Client's duty to check the correct delivery of the Services and/or Products and to test them carefully.

Unless otherwise agreed upon, the Client has seven calendar days, as of the delivery date, to inform SCIA of the partial or complete acceptance or refusal of the Services/Products. The Client needs to motivate any partial or complete refusal by registered mail. The absence of any protest from the Client within the seven aforementioned calendar days implies the acceptance of the Services/Products and the successful execution of the tests.

Hidden defects need to be reported by registered mail within seven calendar days of discovery. The Client would bear the risk if the Client failed to perform the necessary test(s) after the delivery of the Services/Products.

#### **6. Warranty and Liability**

Although SCIA will perform the Services and deliver the Products to the best of its ability, SCIA does not warrant that these are completely free of faults and defects or that they are suitable for a specific goal.

SCIA is not liable for any damages that are not a direct and immediate result of a grave error or proven intent. SCIA will never be liable for indirect damages or consequential damages, such as loss of income, claims by third parties, loss of data, etc., even if SCIA was notified of the possibility of such damages.

SCIA's liability for direct damages is limited to the restoration in kind by redelivering the Services or Products.

The Client will hold harmless SCIA against all costs, including attorney costs, compensations, damages, claims, expenses, and procedures that result from claims made by third parties as a result of the Client's acts.

SCIA's contractual and non-contractual liability is, in any case, limited to the amounts invoiced to and effectively paid by the Client for the Services and/or products that are the cause of the liability.

## **7. Ownership**

At all times, SCIA remains the owner of all intellectual and other property rights on all Products delivered and on all results of Services delivered, including the source code, unless explicitly agreed otherwise in writing.

## **8. Retention of title**

In case a transfer of (intellectual) property has been agreed upon in writing, all Products delivered and all results from Services as well as all accompanying intellectual property rights remain the property of SCIA until all invoices are fully paid by the Client. SCIA is free to continue using any know-how gained during the execution of the Agreement.

## **9. Postponement, cancellation, annulment, termination**

If and so long the Client does not comply with any contractual obligations, SCIA has the right to suspend the fulfillment of its obligations, notwithstanding SCIA's other rights towards the Client.

SCIA has the right to terminate its agreements with the Client by registered mail, without freeing the Client of its obligation to pay any amounts due and notwithstanding its right to compensation in case of following situations: (a) if the Client, after written notice, fails to comply within 30 days with its obligations (such as paying invoices); (b) if the Client becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, composition, liquidation, suspension of payment or comparable proceeding or if any such proceeding is instituted against Client; (c) if the Client infringes on the Application license terms.

In case of cancellation or breach of an agreement or Order by the Client or by SCIA due to a shortcoming of the Client, the Client is by law and without the intervention of a court obliged to pay SCIA a fixed compensation of 50 % of the full amount for the Order, notwithstanding the right of SCIA to prove greater damages.

## **10. Guaranty by the Client**

The Client guarantees that the materials it provides to SCIA for analysis or uploads in the Application (hereinafter the "Materials") are its property, or that those Materials are rightfully in its possession and that it is entitled to process these Materials. The Client guarantees that the processing of the Materials by SCIA or via the Application does not breach the rights of third parties and complies with all privacy laws incl. GDPR.

#### **11. Transfer – Subcontracting**

The Client is not allowed to transfer its rights and obligations partially or as a whole to third parties unless otherwise and explicitly agreed upon in writing by SCIA.

SCIA reserves the right to have third parties execute the delivery of the Services or Products in whole or in part.

#### **12. Customer references**

SCIA is allowed to name the Client as a client for reference purposes in its marketing efforts and may strictly for the purpose thereof use the Client's tradenames and logos.

#### **13. Non-solicitation**

From the start of the cooperation until 24 months after the termination, the Client agrees not to hire any staff from SCIA directly or indirectly as an employee or on any other basis, nor will the Client attempt to do so. In the context of this article, the term 'staff' means all personnel or other persons, such as 'freelancers' and subcontractors.

Should the Client act in breach of this article, the Client will pay the damages suffered by SCIA. The compensation will amount to 75.000€. The Client acknowledges that this is a fair estimate of the cost of hiring and training such a person.

#### **14. Applicable law – Competence**

Any proceedings regarding the execution or interpretation of an agreement must be initiated by the Client within two years of the origination of the underlying cause. After the expiry of this period, the complaint is deemed to be inadmissible.

These General Conditions and all agreements between SCIA and the Client are subject to Belgian law without giving effect to any choice of law provision or rule. Any action or proceeding shall be brought in the courts situated in Antwerp, Belgium.

*Effective date: 2 November 2022*

*Latest Update: 26 February 2024*

## **Annex 2 – Maintenance terms**

### **Definitions**

The definitions in the License Terms SCIA Software apply.

#### **1. Applicability**

The Maintenance Terms are applicable to all maintenance provided by SCIA on the Application. The License Terms SCIA Software and the General Conditions of SCIA complete these terms.

The maintenance is provided for the Application. Software that is not part of the Application will not be supported under these maintenance terms. The maintenance is provided to the Client personally. The rights and duties of the maintenance agreement cannot be transferred to third parties without written approval by SCIA.

#### **2. Duration and prices**

Unless otherwise provided for in the Order, the maintenance price is included in the license fee. In such a case, maintenance will be provided by SCIA for the entire duration of the Agreement. In case the Agreement terminates or expires for any reason, the maintenance services automatically terminate.

In case the Order mentions a separate maintenance price, this amount is due on a yearly basis starting from the effective date mentioned in the Order. Each year, the maintenance will automatically renew for additional one-year terms. Either Party may terminate the maintenance by registered letter to the other Party not less than three months prior to the expiration of the then-current one year period. In case the maintenance has not been terminated in accordance with this article, the next year's price is due. The maintenance fee is automatically indexed with the consumption prices every year.

#### **3. Support services**

The support services concern the software modules that are part of the Application. Other software than the Application is not covered by these Maintenance Terms.

In case Client's system does not meet the minimum requirements as specified in the technical manual, in case a third party or Client, whether or not due to force majeure, has modified the Application, or in case the running of other computer programs than the Application on the same operating system or basis software causes a malfunction of the Application, SCIA shall not be responsible for the maintenance and support of the Application.

When any such situation in SCIA's opinion significantly impairs SCIA's ability to support and maintain the Application, SCIA reserves the right to discontinue the maintenance of the affected Application.

The maintenance and support services are provided by SCIA on a best efforts basis.

#### **4. Helpdesk**

As part of the maintenance service, SCIA provides a helpdesk. The helpdesk is available during business days between 9.00h and 17.00h CET on Monday, Tuesday, and Thursday and between 9.00 and 15.00h CET on Wednesday and Friday.

The helpdesk will (i) assist the Client in solving installation, configuration and functional issues and other issues that cannot be solved after adequate research in the documentation and help functions provided and (ii) to the best of its efforts, provide the Client with solutions and corrections for possible Malfunctions that have been notified by the Client in the supported, officially released versions of the Application.

Malfunction is defined as:

- The appearance of an error message during the Application of the software.
- The non-functioning of the software according to the specifications.
- The occurrence of wrong calculations or modeling functions that cannot be solved by the Client after careful study of the documentation.

While repairing the Malfunction, SCIA will carry out the following tasks if necessary:

- Modifying the software where the Malfunction started;
- If possible (to be determined together) repairing the mistakes in the files and programs.

## **5. Other support services**

SCIA provides other support services such as:

- a. Free participation in User's clubs and a free subscription to SCIA's newsletters
- b. Free access to SCIA WEB HELP and FAQ (frequent Asked Questions) service on the internet
- c. Periodical free update of the manuals and the tutorials (through Webhelp)
- d. Automatic activity report regarding the services delivered to the Client (through Webhelp)
- e. Support for control organisms/applications for quality certificates
- f. Access and use of international user forums on the SCIA website

## **6. Updates of the Application**

SCIA will provide free of cost updates of the Application. These updates will include:

- a. Correction of Malfunctions and bugs.
- b. Enhancements of the Application.
- c. Modification of the Application to the specifications of the controlling authorities, if the modifications are applicable to current regulations.
- d. Connecting the Application to the hardware evolution. If the basic software (e.g., the operating system, the basic CAD software, ...) is addressed by SCIA, it is necessary that the Client has purchased the corresponding basic software (as indicated by SCIA).

General updates are usually issued once a year. The updated versions are sent to the Clients by email or are distributed during the Client seminars.

The service concerning the updates of the software, as described in this article, is only done on certain software versions, i.e., on the last and next to last software version issued by SCIA. In the case of older versions, the Client is obliged to upgrade to the current version.

New versions of the Application that contain new functions are not included in the maintenance and need to be purchased separately.

## **7. Response time**

SCIA responds to questions as soon as possible and generally within four business hours. On request (and for an additional price), guaranteed response times may be agreed upon by SCIA. The response term is suspended in case of force majeure, strikes, or other unforeseeable circumstances that influence the operation of SCIA.

## **8. Services that are not included in the maintenance services**

Following services will be offered for an additional fee:

- a. Installation of the latest versions 'on-site' with the Client, including travel expenses.
- b. Modem or internet connection for online improvements (tele-maintenance service through dial-in).
- c. Participation in group formations (seminars or sessions) organized by SCIA; if new employees are hired by the Client, then a group formation concerning SCIA software will be offered.
- d. Exchange of an operating system for optimal performance: in case of change of operating system, it is possible that a fundamental new SCIA software technology is necessary, where new extra fees are possible for the Client.
- e. The adjustment of network installations for SCIA software (set-up specially tailored to the Client).
- f. Web page or reference link to the Clients' website on the webserver of SCIA (formatting not included).
- g. Interventions by phone, modem, internet, or 'on-site' relating to hardware disruptions or improvements to the software installation as a result of incorrect use by the Client or as a result of software that is not supported by SCIA.
- h. Repair of data of programs.
- i. Conversion of data in various formats of third parties that have to be read or written by SCIA software.
- j. Direct help for the execution of engineering, design, and production projects of the Client.

These services can be executed by SCIA or its representative for an additional charge. If no written offer is made, the standard fees of SCIA apply.

## **9. The Client has the following responsibilities:**

- a. Inform SCIA in writing whenever a Malfunction occurs. The bug notification must have the following content: problem description, exemplary data, registered errors, data input (on CD, FTP-mail). The described problem must be able to be repeated or simulated by SCIA.
- b. The Client is obliged to give access to SCIA employees to the hardware and software installation (during a visit, or for a remote dial-in connection; the use of the support or diagnostic aids are permitted too). If free access is not permitted or possible, the intervention will be considered completed.
- c. Appointing one (or more) responsible person(s) at the Client's firm, which is/are considered as the person(s) to contact by the support staff of SCIA.
- d. Installation of the updates delivered by SCIA, at most one year after the release or update for the Client.
- e. The Client will not itself or via third parties change, alter or maintain the Application. In case this is done by any other person than those appointed by SCIA, SCIA is entitled to end the maintenance immediately. Invoiced amounts will not be reimbursed.

## **10. Confidentiality**

SCIA will handle all information that becomes known during maintenance operations confidential (e.g., project files, client data, etc.).

## **11. Rights and obligations with respect to modified software**

The Parties expressly agree that the Application, to the extent that it would be modified as a result of maintenance services, will replace as the modified version the original or previous version of the Application and henceforth be subject to all rights and obligations as mentioned in the License Terms for SCIA Software.

*Effective date: 2 November 2022*

*Latest Update: 06 May 2024*