

# Normica Software Service Contract (Subscription)

Both at this point in time and subsequently, the acquisition of subscriptions is governed by the conditions below (the "Normica service contract"), subject to the provisions in Section 7.7.

## 1. Definitions

The following definitions apply to the subscription terms and conditions:

**Normica GmbH:** The company Normica GmbH, Germany, from which you acquired your subscription.

**Normica service contract:** The Normica services, products and rules that apply to the acquisition of subscriptions.

**Normica software license:** The Normica end user license agreement included with all Normica software, which grants the registered user a license for the use of the respective software.

**User:** The contractual partner using the Normica software license, who was identified during the registration process.

**Extension:** A license for the use of a modular software component that contains corrections, improvements or Normica subscription information that supplements or improves the respective software.

**You:** The individual or legal person acquiring the subscription.

**Software:** A copy of a Normica computer program, for the use of which you have acquired a license from Normica GmbH and for which you have concluded a Normica service contract. For the purpose of this definition, the term software when Normica offers a program as part of a product series, a product package or a product family includes each program included in the series, package or family. Any additional software code provided to you or your users within the scope of the subscription and / or support is considered part of the software for which said code is provided, and is subject to the Normica software license and this contract. The term software also includes all extensions and versions of said software.

**Subscription:** The right to receive updates which, if any, are made available by Normica GmbH during the term of the Normica service contract.

**Subscription fee:** The fee you pay for a subscription.

**Version:** A commercial version of a software, incorporating all extensions belonging to the respective software and offered by Normica since the preceding version of the software, or the functionality of which was extended or improved compared to the preceding version of the software, and for which Normica GmbH normally charges a fee. A version includes the documentation Normica usually provides with software. Designating a "version" is subject to the sole discretion of Normica GmbH. An extension or a future Normica program which constitutes a separate product, and not a direct subsequent version of a software designated as such subject to the sole discretion of Normica GmbH, is not a "version".

**Sales partner:** A person or a company authorized by Normica GmbH to sell subscriptions for a certain computer software program (either directly to end users or to other sales partners).

**Additional product:** Any product (with the exception of extensions or versions) provided to you from time to time by Normica GmbH within the scope of the Normica service contract.

## 2. Acceptance

**2.1 Acceptance of this subscription.** Normica GmbH is granting you a subscription over the specified contract term for the software specified on the order confirmation / invoice for the Normica service contract. The use of updates, extensions, versions and additional products is subject to the terms and conditions of the accompanying Normica software license or, if there is no accompanying Normica software license, the Normica software license for the software to which the extension, version or additional product applies. Distributing, leasing, lending, selling, licensing, transferring in any other form or marketing software, extensions, versions, additional products or

additional services to other persons without the express prior written consent of Normica GmbH is prohibited.

If you wish to acquire a Normica service contract (subscription) for a software for which you were issued a license within the scope of a network version (Normica floating license), you must acquire a subscription for every license included in said network version. In order to acquire a subscription, you must be registered with Normica GmbH as the owner of the most current version of the software for which you wish to acquire a subscription.

**2.2 Additional services.** Normica GmbH may provide you with additional services subject to and pursuant to these terms and conditions as well as possible additional terms, conditions and obligations on the part of the customer. The additional terms, conditions and obligations that apply to the respective additional services must be accepted before you access and make use of said additional services. As long as you do not accept the additional terms, conditions and obligations for a certain additional service, you agree that Normica GmbH has no obligation whatsoever to offer such an additional service.

If Normica GmbH provides you with additional software related to your licensed software, which extends or supplements said software, the additional software is subject to these contract terms and conditions unless anything to the contrary was agreed upon at the time of delivery.

**You hereby confirm that Normica GmbH does not guarantee that extensions, versions, preceding versions, additional products, additional services or support will be provided during the contract term of your subscription.**

### 3. Acquisition, effective date and renewal of the contract

**3.1 Acquisition.** When you acquire subscriptions, the latest version will be made available to you throughout the contract term, subject to availability, for download and installation via your Normica software and its update function (internet connection required).

**3.2 Effective date of the contract.** The Normica subscription (service contract) is available when purchasing a new license, update or upgrade of a product to the current version. If the first billing date for the contract is...

- in the first half of the year (January 1 through June 31), the contract is concluded up to the end of the current calendar year.
- in the second half of the year (July 1 through December 31), the contract is concluded up to the end of calendar year following the year in which the contract is concluded.

If the contract is concluded in the course of a calendar year, the annual fee is charged on a pro-rata basis per month and is also due and payable in advance. The month of purchase applies for billing purposes. Therefore, the minimum term of a Normica service contract is 7 to 18 months. These annual fees are due and payable in advance.

Terms of two or three years are also available. Customers who conclude Normica service contracts with a term of several years benefit from price protection during the contract term. However, said price protection applies solely to the software specified in the service contract.

**3.2 Contract renewal.** You can renew your contract through a Normica sales partner or Normica GmbH before your subscription expires. If you do not renew your subscription prior to the end of the contract term, your subscription automatically expires and this contract becomes invalid unless anything to the contrary was agreed upon with Normica GmbH.

If you want to reactivate an expired subscription, you have to accept the terms and conditions of the current Normica service contract. You will be billed for time retroactively from the end of the contract plus processing fees if applicable. Additional fees are payable for some products. In some cases, recently expired Normica service contracts can be renewed retroactively in exchange for payment of the renewal fee plus a small late fee. In this case, the late fee is charged for each product installation with a subscription. Please contact Normica GmbH to find out for which software you have renewed your subscription.

## 4. Delivery

Extensions, versions and additional products are provided at the discretion of Normica GmbH and made available for download in the corresponding registered Normica program or, if applicable and subject to information provided by Normica GmbH, made available on another website or location for delivery by a third party authorized by Normica GmbH. Normica GmbH informs you about the availability of extensions, versions and additional products as well as delivery methods. Normica GmbH assumes no liability for losses or costs incurred by you due to delivery delays or deliveries to an incorrect address. Additional fees may apply in case of deliveries that do not take place directly via the Normica software, electronically or not electronically.

## 5. Early cancellation

**5.2** Either Normica GmbH or you can cancel your subscription immediately if either party fails to fulfill the obligations identified in these terms and conditions, and said default is not corrected within thirty (30) days after notification by the respective other party.

**5.3** Normica GmbH may temporarily suspend or cancel your subscription if you fail to meet your payment obligations to Normica GmbH or the sales partner (as the case may be) pursuant to the terms and conditions for a subscription or renewal. Normica GmbH may cancel your subscription at any time subject to its discretion. In this case, Normica GmbH will reimburse you the proportion of the subscription fee that corresponds to the remaining current term.

## 6. Limitation of liability; no guarantees

**Normica GmbH assumes no liability whatsoever for damages incurred due to the failure to provide extensions, versions, updates, upgrades, additional products, additional services or support during the term of your Normica service contract. Under no circumstances is Normica GmbH liable for costs incurred for the procurement of replacement goods or replacement services. Normica GmbH assumes no liability whatsoever for indirect damages, lost sales, lost profits, loss of use or loss of data. The sole liability for all costs, losses or damages associated with any claims, lawsuits or actions arising from your Normica service contract, regardless of their cause, is limited to directly incurred damages and under no circumstances exceeds the fees you have paid for the Normica service contract underlying your claim. This limitation also applies if Normica GmbH was made aware of the possibility of such damages. You hereby confirm that the subscription fee reflects this distribution of risk and that the limitations specified in this section constitute an essential component of the contract between the parties. Normica GmbH assumes no responsibility or liability for damages arising from the loss or theft of extensions, versions or additional products. You bear full responsibility for the protection of extensions, versions or additional products against loss or theft, and for the protection of your investments through insurance or other suitable means.**

This limitation represents an amendment to but does not replace the limitation of liability in the respective applicable Normica license agreement.

In no way does the content of this provision limit the application of guarantees or warranties that apply by act of law and cannot be excluded, limited or amended.

## 7. General provisions

**7.1 Applicable law.** The rights and obligations of the parties to the contract pursuant to these terms and conditions are subject to German law.

**7.2 Force majeure.** Normica GmbH is not liable for losses, damages or penalties for delayed or incomplete performance due to force majeure, supplier default or other reasons beyond the control of Normica GmbH.

**7.3 Assignment, amendment, waiver.** Assigning rights or licenses, or transferring obligations arising from these terms and conditions, is prohibited without the express prior written consent of Normica GmbH. Normica GmbH may assign the rights and obligations arising from this contract and / or impose the obligations on a subcontractor. An amendment to these terms and conditions or a waiver of the rights arising from the same is only valid if the affected party has provided its written consent. Waiving the right to assert a breach of contract or default does not constitute the waiver

of other rights arising from these terms and conditions and / or asserting subsequent breaches of contract or default.

**7.4 Entire agreement, severability.** Unless otherwise specified, these terms and conditions as well as all documents they refer to represent the entire agreement between the parties and consolidate and replace all agreements, discussions or deals made previously or simultaneously. In case of disagreement between these terms and conditions and those of a Normica software license, these terms and conditions shall apply. In case of disagreement between supplementary terms and conditions and these terms and conditions, the supplementary terms and conditions shall apply. Terms and conditions you established in the course of acquiring subscriptions or in related communication, which amend these terms and conditions, are invalid and ineffective insofar as there is no written agreement signed by a representative authorized to act on behalf of Normica GmbH or unless you have been notified by Normica GmbH accordingly. Should a court of jurisdiction establish in a final judgment that cannot be appealed that one of the provisions of these terms and conditions is not enforceable, said provision shall be largely enforced pursuant to the intent of the parties while the remaining provisions of these terms and conditions shall remain valid to their full extent.

**7.5 Nondisclosure.** All information intended for you personally and only accessible via a password or restricted in any other manner is provided to you subject to strict confidentiality and under the condition that you shall not provide said information to third parties in any manner without the express prior written consent of Normica GmbH, and that you will use said information exclusively for purposes related to the use of the software licenses for which you have acquired a subscription. Furthermore, you hereby confirm and declare your consent that the software is integrated into your entire individual hardware and software environment in order to provide certain functions, and that support within the limits of your configuration may not lead to the desired results.

**7.6 Protection of data privacy.** You hereby agree that the data you have provided within the scope of the Normica service contract may be administered and used by Normica GmbH according to the current data protection policies of Normica GmbH (this includes the dissemination of said data to contractual partners of Normica GmbH for the sole processing by Normica GmbH) in order to fulfill the obligations to you arising from this contract.

The current data protection policies of Normica GmbH are available at:  
[www.normica.com/en/data\\_privacy](http://www.normica.com/en/data_privacy)

You also expressly agree that Normica GmbH may provide information about your support requests to sales partners of Normica GmbH who provide support or have been otherwise authorized by you to assist you and your users with providing, managing or accessing support.

**7.7 Continuity.** Section 5, 6 and 7 of these terms and conditions continue to apply even after your subscription ends.

**7.8 Amendment of the terms and conditions.** Normica GmbH reserves the right to amend these terms and conditions, supplementary terms and conditions as well as additional services at any time. In this case, you will be notified of the amendments.

You may be notified by e-mail or another method considered suitable by Normica GmbH. If you do not agree to the amendments in question, you must notify Normica GmbH within thirty (30) days from the date of the notification issued by Normica GmbH. Provided you notify Normica GmbH accordingly, your existing subscription remains subject to these terms and conditions accepted (or deemed to have been accepted) by you, until the end of the current term (insofar as you have paid all applicable fees for the entire contract term; if you have not paid all fees for the entire contract term, your subscription ends at the end of the period for which you have paid the applicable fees). Your subscriptions expire at the end of the contract term. If you fail to notify Normica GmbH, acquire new subscriptions and / or renew your existing subscriptions or continue paying the annual fees or other subscription fees (if applicable), the amendments are deemed to have been accepted for all of your subscriptions. Notwithstanding the above, amendments to the terms and conditions, supplementary terms and conditions or additional services by Normica GmbH do not give you the right to additional performance or services resulting from said amendments unless you pay the fees, if any, arising from said amendments to Normica GmbH or the sales partner.