

Parabuild End-User License Agreement

PLEASE READ THIS AGREEMENT CAREFULLY AND IN ITS ENTIRETY BEFORE PURCHASING OR USING THE APPLICATION. BY CLICKING ON THE "I ACCEPT" OR "I AGREE" FIELD, OR BY PURCHASING, ORDERING, INSTALLING OR USING THE APPLICATION, YOU EXPRESSLY ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT INSTALL OR USE THE APPLICATION.

1. DEFINITIONS

1.1. Unless otherwise defined herein, capitalized terms and expressions used in this Agreement shall have the following meaning:

Affiliate	Any legal entity that controls, is controlled by, or is under common control with PARABUILD INTERNATIONAL, where 'control' means ownership of more than fifty percent (50%) of voting rights or the power to direct management.
Agreement	This entire End-User License Agreement.
Application	The Parabuild software and related software, its libraries including all template drawings, and all supplemental materials and documentation, which are all owned and copyrighted by PARABUILD INTERNATIONAL.
PBI	PARABUILD INTERNATIONAL BV registered with the Belgian Crossroads Bank of Enterprises under number 0792.946.492 and having its registered office at Lange Lozanastraat 45, 2018 Antwerpen (Belgium), and its Affiliates.
Reseller	A distributor or reseller authorized directly by PBI to distribute the Application. The list of Resellers is available via this link: www.parabuild.com/resellers/ .
Services	Services and deliverables resulting from those services, provided or made available by PBI, including, without limitation, training, support services, customization services, and sponsored development.
Third-Party Materials	Third-party content (including data, pictures, illustrations, information, dimensions, materials, applications, and other products) and links to third-party websites or services.
Intellectual Property Rights	Without limitation, any and all (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial

	or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, continuations, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world.
Trade Secrets	Any information that (i) is secret (not known either by the public at large or by the experts of the sector in question), (ii) has commercial value and (iii) has been the subject to reasonable steps by the person lawfully in control of the information, to keep it secret.
Evaluation License	The License on the Application that allows the Licensee to use it without costs for a limited time (e.g. 30-day trial).
License	The license described in Article 4 of this Agreement.
License Fees	The fees that the Licensee has to pay to PARABUILD in order to be entitled to use, download and install the Application and that depend on the type of License chosen by the Licensee.
Maintenance	Maintenance includes the right to installing and using all Updates and Upgrades released during the maintenance period. If any maintenance years were skipped, they have to be caught up to access the newest versions. Maintenance does not include support nor training.
Update	Improvements to the features/functionality of the Application, which may include patches, bug fixes and other modifications within the same version.
Upgrade	Addition of functionalities to the ones originally included in the Application, can be made available by PBI.
Licensee	The individual or single uniquely identified legal entity that accepts this Agreement and purchases the License.
Authorized User	An individual natural person who is authorized by the Licensee and (i) an employee of the Licensee, or (ii) a third-party contractor or temporary worker under the Licensee's direction and control. In all cases, the Authorized User must be using the Application solely for the benefit of the Licensee and in support of the Licensee's internal business operations without any form of sublicensing.

- 1.2. Plural forms will include singular forms and vice versa unless the context requires otherwise.
- 1.3. The descriptive words or phrases at the head of the Articles thereof are inserted only for convenience and for reference. They are not intended to be a part of this Agreement and do not define, limit or describe the scope or intent of the particular section to which they refer.

2. GENERAL

2.1. Scope of Application. This Agreement applies to and governs: (a) all use of the Application and the output it produces; (b) the Services provided by PBI, if any; and (c) the Licensee's rights and obligations relating to the installation, activation, access to, and use of the Application.

Certain technical, operational, and license-related rules applicable to the Application (including license types, usage modes, activation limits, anti-abuse measures, and maintenance reinstatement mechanisms) are described in PBI's Terms of Sale, available at <https://www.parabuild.com/terms-of-sale/> (the "Technical License Rules"). To the extent such Technical License Rules define or clarify the permitted use of the Application, they are incorporated by reference into this Agreement and apply regardless of the sales channel.

For the avoidance of doubt, pricing, invoicing, payment terms, and commercial conditions set forth in the Terms of Sale apply only between PBI and the purchasing party (PBI or the Reseller, as applicable) and do not create direct payment obligations between PBI and Licensee unless Licensee purchases directly from PBI.

2.2. Acceptance. By selecting "I Accept", or "I Agree", or by selecting any other mechanism designed to acknowledge acceptance of this Agreement, or by signing this Agreement, or by ordering the Application, or by installing, copying, downloading, accessing or using the Application, either partially or in full, the individual agreeing acknowledges that:

- i. They represent that they have read this Agreement;
- ii. They accept and agree to this Agreement in full on behalf of Licensee;
- iii. They affirm and warrant that they have the authority to act on behalf of and bind Licensee to this Agreement, either as an employee or as an agent of such entity.

2.3. Application. Upon acceptance of this Agreement, the latter will apply to the current version of the Application and all past and future versions of the Application in use by Licensee, except if superseded by a future iteration of this Agreement. It will also apply to the NFR, Educational and Evaluation licenses.

2.4. Authorized Users. Authorized Users are not parties to this Agreement and acquire no rights or entitlements hereunder, including any right to enforce this Agreement. Any access to or use of the Application by Authorized Users is permitted solely through the Licensee's acceptance of this Agreement and is strictly conditioned on compliance with all applicable obligations, restrictions, and limitations set forth herein.

Unless expressly stated otherwise, all obligations, restrictions, and limitations imposed on the Licensee under this Agreement that are applicable by their nature to individuals shall apply equally to its Authorized Users. The Licensee shall remain fully responsible for all acts and omissions of its Authorized Users. Any act or omission of an Authorized User or employee of Licensee that would constitute a breach of this Agreement if committed by the Licensee shall be deemed a breach of this Agreement by the Licensee.

The Licensee shall ensure that each Authorized User is informed of the terms of this Agreement and complies with them prior to accessing or using the Application

- 2.5. **For the avoidance of doubt, the Licensee shall be fully responsible for any access to or use of the Application by its employees, agents, contractors, or other personnel, whether or not such individuals are designated as Authorized Users.**

3. **COMMERCIAL TERMS**

- 3.1. **Commercial Terms and Reseller Transactions.** The commercial terms governing the purchase of the License depend on the transaction channel:
- (a) **Direct Sales:** If Licensee purchases directly from PBI, the PBI Terms of Sale shall govern all commercial aspects, including pricing, invoicing, payment terms, and renewals.
 - (b) **Reseller Sales:** If Licensee purchases through an authorized Reseller, the pricing, invoicing, and payment terms agreed upon between Licensee and the Reseller shall apply to that specific transaction. However, Licensee acknowledges that Resellers are independent parties and have no authority to bind PBI to any pricing, representations, or warranties not expressly authorized by PBI. PBI shall not be liable for, and is not bound by, any pricing errors, billing disputes, or unauthorized discounts offered by a Reseller.
 - (c) **Applicability of License Rules:** Regardless of the purchasing channel, Licensee acknowledges and agrees that the license definitions, technical attributes, activation limits, renewal rules, and anti-abuse policies set forth in PBI's Terms of Sale (including but not limited to usage modes and "Catch-Up" policies) remain fully applicable and binding on Licensee.
- 3.2. **Condition of License Validity.** Notwithstanding anything to the contrary, the grant of the License under this Agreement is strictly conditional upon PBI's receipt of the applicable license fees (whether from Licensee directly or from the Reseller). If a Reseller fails to remit the required fees to PBI (e.g., due to a pricing error, insolvency, or dispute), PBI shall notify Licensee. If Licensee is in compliance with its obligations under this agreement and provides valid proof of full payment to the Reseller, PBI agrees not to suspend the License, provided that Licensee agrees to assign its claim for reimbursement against the Reseller to PBI and provides reasonable assistance to PBI in recovering such funds. In all other cases, PBI shall have no obligation to continue the License unless and until the applicable fees are received.
- 3.3. **Precedence.** In the event of a conflict between this Agreement (EULA) and the PBI Terms of Sale regarding payment obligations or subscription renewals, the PBI Terms of Sale shall control. The Licensee's right to use the Application is strictly conditional upon Licensee's continuous compliance with those commercial terms. Regarding payment obligations, the PBI Terms of Sale shall control only for Direct Sales; for Reseller Sales, the Reseller's invoice or order terms shall control regarding the initial License Fees and payment due dates. However, PBI's Terms of Sale shall solely govern all post-purchase financial obligations, including but not limited to maintenance reinstatement fees ('Catch-Up'), audit penalties, and renewal pricing models.
- 3.4. **Reseller Transactions.** If Licensee purchases through a Reseller, the Reseller is responsible for invoicing and collection. However, the Reseller has no authority to modify the License terms, waive technical restrictions, or excuse Licensee from the

Maintenance continuity rules set forth in Clause 3.6. Any statement by a Reseller that contradicts this Agreement is void.

4. LICENSE ON THE APPLICATION

- 4.1. License.** Subject to and conditional on Licensee's continuous compliance with this Agreement and the Terms of Sale, PBI grants the Licensee an internal, non-exclusive, non-sublicensable, non-transferable, limited license to allow Authorized Users to download, install, and use the Application, in each case solely within the scope of the type of license granted, and strictly in accordance with the terms of this Agreement.
- 4.2. Product Editions.** The Application is available in different editions (e.g., Parabuild Full, Parabuild LT Regular, etc.) which may have limitations regarding features, project size, or file capacity. The Licensee is authorized to use only the specific edition and functionality level corresponding to the License purchased, as described in the Terms of Sale or official documentation. Circumventing these edition-specific limitations constitutes a material breach of this Agreement.
- 4.3. License types.** The type of license assigned to Licensee shall be determined by the Licensee during the ordering and purchasing process. There are five different license types offered by PBI:
- i. **Perpetual licenses:** The Licensee is granted a license on the Application for an indetermined period, i.e. as long as this Agreement is in force. However, in order to have the right to any Updates or Upgrades on the Application, the Licensee is required to have an active and uninterrupted Maintenance in place for each License subject to the applicable Terms of Sale. If any maintenance years were skipped they have to be caught up to access the newest versions.
 - ii. **Rental licenses:** The Licensee is granted a license on the Application for a determined period. With a rental license and if in compliance with the commercial obligations of the Terms of Sale, the Licensee is granted the right to all Updates and Upgrades available during the rental period, for that License.
 - iii. **Evaluation license:** The Licensee may be granted a free license on the Application for a limited time, usually thirty (30) calendar days. Such license can be revoked at any time.
 - iv. **Educational License:** The Licensee may be granted a temporary license strictly for non-commercial, educational, and academic purposes. This License is restricted to students, faculty, and academic institutions. The Educational License may not be used for any for-profit activity, professional work, or commercial production. PBI reserves the right to require proof of eligibility (e.g., student ID) at any time.

v. **NFR (Not For Resale) License:** The Licensee (typically a Reseller or similar Partner) may be granted a temporary license strictly for demonstration, training, support, or testing purposes. The NFR License may not be used for commercial production or internal business operations unrelated to these uses of the Application.

4.4. No other express or implied license or right of any kind is granted to the Licensee regarding the Application. Licensee acknowledges and agrees that the Application is licensed, not sold, and that rights to install and access Application are acquired only under the license from PBI.

4.5. Support. Support services regarding the Application are not included in the License. The Licensee has to contact its local Reseller for such services, and in absence of any Reseller contact PBI.

4.6. Maintenance Reinstatement ("Catch-Up"). For Perpetual Licenses, Maintenance is continuous. If Licensee allows Maintenance to lapse, they lose the right to future Updates and Upgrades. If Licensee later seeks access to Updates or Upgrades released during or after the lapsed period, Licensee acknowledges that reinstatement of Maintenance requires payment of a reinstatement fee reflecting the missed Maintenance periods ("Catch-Up") and the forthcoming Maintenance term, payable to PBI (for Direct Sales) or to the authorized Reseller (for Reseller sales), in accordance with PBI's then-current maintenance policies. This rule applies regardless of whether the Licensee purchases renewal through PBI or a Reseller. The applicable Catch-Up fees are defined in PBI's Terms of Sale in force at the time reinstatement is requested. Licensee acknowledges that access to newer versions of the Application is technically restricted until such reinstatement is completed.

5. INTELLECTUAL PROPERTY RIGHTS

5.1. Intellectual Property Rights. The Application, including but not limited to its name, interface, source code, object code, algorithms, contents of its libraries, templates, drawings and icons, and related materials are protected by Intellectual Property Rights.

5.2. Ownership. Any and all Intellectual Property Rights in the Application are the sole property of PBI. This provision also applies to any improvements done (such as Updates or Upgrades) to the Application, whether following the request/feedback given by the Licensee or upon initiative by PBI.

5.3. Trade Secret. Parties consider any source or object codes, algorithms and design architecture of the Application and any non-public technical or business information relating to the Application as commercially valuable and thereby a Trade Secret. The Licensee and its Authorized Users commit to keep this information confidential as long as this information is considered a Trade Secret.

5.4. Use. A license on those Intellectual Property Rights required to use the Application is granted to the Licensee by PBI, in accordance with Article 4 of this Agreement.

The Licensee undertakes to (a) refrain from distributing, disclosing, or providing (parts of) the Application to third parties, and (b) use them only internally and only in a way consistent with this Agreement and the type of License purchased. Unauthorized reproduction, distribution, or use of (parts of) the Application may constitute an infringement of Intellectual Property Rights and may result in civil and criminal liability. This grant of license explicitly excludes any software source codes except those willingly shared by PBI.

5.5. Feedback. If the Licensee provides PBI with any ideas, suggestions, or feedback regarding the Application ("Feedback"), the Licensee hereby irrevocably grants PBI a worldwide, perpetual, royalty-free, sublicensable license to such Feedback. PBI shall be free to use, disclose, reproduce, license, and otherwise distribute and exploit this Feedback as it sees fit, entirely without obligation or restriction. Exception: Notwithstanding the foregoing, if Feedback requires the disclosure of the Licensee's confidential Intellectual Property or Trade Secrets, such disclosure shall be governed by a separate non-disclosure agreement (NDA) or specific confidentiality terms agreed to in writing by PBI in advance. In the absence of such prior written agreement, any Feedback submitted is deemed non-confidential

5.6. Customization and IP. If PBI creates custom code, scripts, templates, or configurations ("Deliverables") for the Licensee as part of the Services and unless otherwise agreed in a SOW:

(a) Ownership: PBI retains all worldwide right, title, and interest (including Intellectual Property Rights) in and to such Deliverables. The Licensee is not the owner of the custom code.

(b) License: PBI grants the Licensee a non-exclusive, non-transferable license to use the Deliverables solely in connection with their authorized use of the Application.

(c) Reusability: PBI reserves the right to incorporate such Deliverables into the core Application or license them to other Licensees/customers.

6. RESTRICTIONS

6.1. Restrictions. The Licensee agrees not to, shall ensure that its Authorized Users do not, and will not permit third parties to do any of the following:

- i. license, sublicense, sell, rent, lease, or outsource the Application;
- ii. assign, reproduce, distribute, transmit, host, or otherwise make the Application available to any third party or any individual or entity other than Authorized Users of the Licensee;
- iii. permit any third party to use the Application for their own personal or business purposes, or for the benefit of any entity other than the Licensee. The use of the Application by Authorized Users who are contractors or agents is permitted strictly for the purpose of performing services on behalf of the Licensee.
- iv. copy or use the Application for any purpose other than as permitted under this Agreement;

- v. allow the use of the application through any online service, including but not limited to cloud services and remote access to the Application, unless provided by PBI or required to provide support by PBI or its Resellers, or unless expressly permitted in the documentation or Terms of Sale;
- vi. allow the concurrent use of a License by more than one individual (unless agreed thereto in writing with PBI);
- vii. disassemble, decrypt, reverse compile, or reverse engineer any part of the Application and not to modify, translate, alter, or make derivative works of the Application's source code or binary executables. However, notwithstanding the foregoing, the Licensee is permitted to modify, extend, and customize the template drawing libraries, configuration files, and data tables provided with the Application, strictly for the Licensee's internal use and within the intended functionality of the Application;
- viii. use any part of the Application, its binaries, libraries, documentation, or any related materials to train or improve any computer algorithm, dataset, or automated program or service (including, but not limited to, all types of neural networks, large language models, and machine learning algorithms) unless explicitly agreed to in writing by PBI executives for a specific use case;
- ix. utilize any equipment, device, software, or other means to circumvent or remove any usage restrictions or technical protections in the Application;
- x. remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of PBI or its partners, suppliers, or licensors of the Application;
- xi. remove or circumvent any technical provisions that were installed to protect the Application (or have these removed or circumvented by others);
- xii. use the Application in trade restricted areas;
- xiii. use an Educational License for any commercial, professional, or for-profit purpose, any such use will automatically be deemed a material breach of this Agreement. In such event, Licensee agrees to pay PBI liquidated damages equal to the full list price of the corresponding commercial Perpetual License. PBI reserves the right to invoice this amount directly or through the Authorized Reseller;
- xiv. use an NFR License for any commercial, professional, or for-profit purpose other than Application related sales and marketing activities such as demonstration, training, support, or testing the Application. Any other use such as for-profit activities similar to those of typical End Users of the Application will automatically be deemed a material breach of this Agreement. In such event, Licensee agrees to pay PBI liquidated damages equal to the full list price of the corresponding commercial Perpetual License. PBI reserves the right to invoice this amount directly or through the Authorized Reseller.

6.2. Usage and activations. Licensee acknowledges that PBI applies technical limits to prevent abuse, and to align the price of different License types with functionality. The following rules apply to usage and Activations of the Application:

- i. **Node-Locked.** Unless explicitly governed by a separate written agreement signed by PBI, all Licenses granted under this Agreement are Node-Locked. The following rules apply to Node-Locked Licenses: **(a) Single Active Device:** The License may only be active on one device at any given time. **(b) Permitted Transfers:** Licensee may deactivate the

License on one computer and reactivate it on another (e.g., for occasional hardware replacement or occasional travel), subject to the frequency limits described below. **(c) Prohibition on "Churn"**: The rapid, automated, or excessive switching of a Node-Locked License between different devices to simulate concurrent usage ("License Churn") is strictly prohibited and constitutes a material breach of this Agreement. **(d) Human Operation**. Usage is strictly restricted to operation by a natural person. Automated usage is governed by the restrictions in Clause 6.4 (Human-Only Usage and AI Restrictions).

- ii. **Enterprise Licensing**. Any License usage other than Node-Locked (including but not limited to Floating Licenses, Network Licenses, or usage by automated processes/bots/AI) is classified as "Enterprise Licensing" and permitted only if the Licensee has entered into a separate, written "Enterprise Agreement" with PBI that allows such use. **(a) Precedence**: In the event of such a separate agreement, the usage limits, seat definitions, and concurrent rights defined in that separate agreement shall prevail over this Clause 6.2. **(b) Unauthorized Use**: Attempting to use the Application in a floating, concurrent, or server-based manner without such a separate written agreement constitutes a material breach of this Agreement.
- iii. **Binding Technical Limits**. Licensee acknowledges that PBI implements technical measures to prevent abuse and enforce the restrictions in this Clause 6.2: **(a) Numerical Limits**: Licensee agrees that specific numerical thresholds for permitted activations (e.g., maximum switches per year for Node-Locked, or check-outs per day, or maximum number of Authorized Users) are detailed in PBI's Terms of Sale., and **(b) Enforcement**: Licensee expressly accepts that these technical limits, as published in the Terms of Sale applicable at the time the relevant License was purchased or last renewed (as such Terms of Sale may be updated prospectively in accordance with Clause 16.7 of this Agreement), are binding definitions of "excessive usage" under this Agreement. Exceeding these limits (e.g., exceeding 50 activations per year) constitutes unauthorized use. In the event of any inconsistency between documentation, user interfaces, or marketing materials, the Technical License Rules in the Terms of Sale shall prevail, and **(c) Changes**: Any material change to such numerical thresholds shall apply only to Licenses purchased or renewed after the effective date of such change and shall not retroactively restrict previously granted Licenses.
- iv. **Connectivity Requirement**. While Node-Locked Licenses allow for offline use, the Licensee acknowledges that the Application requires an internet connection for periodic license validation. The Licensee must connect the device to the internet at least once every ten (10) calendar days to validate the License. Failure to connect within this timeframe will result in the temporary suspension of access to the Application until a connection is re-established.
- v. **Geographic Scope and Portability**. Each License is only valid for use by Authorized Users on nodes physically located within one of the following three geographic regions (each, a "Region"): The Americas, EMEA (Europe, Middle East, Africa), and APAC (Asia-Pacific). **(a) Designation**: The Licensee may explicitly designate a specific Region for each License

at the time of purchase. If not specified, the initial Region is determined by where the Licensee is incorporated at the time of purchase. **(b) Change of Region:** The assigned Region for a License can be changed by submitting a written request to PBI. The Licensee acknowledges that this mechanism is intended for permanent organizational changes (e.g., employee relocation) and is meant to be an occasional occurrence. PBI reserves the right, at its discretion, to reject frequent changes or charge a fee. **(c) Global Travel Exception:** Notwithstanding these geographic restrictions, an Authorized User may temporarily use the Application on a portable device outside the assigned Region for business travel, provided such travel does not exceed ninety (90) cumulative days per calendar year and remains subject to the License's node-locked activation limits. **(d) EEA Compliance Override:** Notwithstanding the Regional Restrictions above, if the License is purchased within the European Economic Area (EEA), it is valid for use throughout the entire EEA in accordance with applicable mandatory EU Single Market regulations, regardless of how the "EMEA" region is otherwise defined.

- vi. **Terminology Precedence.** The Licensee acknowledges that third-party license managers or technical enforcement tools embedded in the Application may use generic terminology (e.g., "Lease," "User," or "Floating") that differs from this Agreement. In the event of such a conflict, the definitions and interpretation set forth in this Agreement shall prevail regarding the scope of usage rights granted for the Application.
- vii. **Monitoring.** PBI reserves the right to monitor activation logs and usage metrics to verify compliance. In the event of excessive usage or suspected abuse, PBI may, without prejudice to other remedies, temporarily suspend the License or prevent further activations until compliance is restored.
- viii. **Non-Material Adjustments.** Licensee acknowledges that numerical thresholds set out in the Terms of Sale constitute technical enforcement parameters rather than core license grants. Adjustments to such numerical thresholds that do not materially alter the fundamental nature of the License type shall not be deemed a modification of this Agreement.

6.3. Human-Only Usage and AI Restrictions:

- (a) Natural Persons Only:** The License granted under this Agreement is strictly limited to usage by natural persons (human users). The use of the Application by automated agents, robotic process automation (RPA), or artificial intelligence (AI) agents to simulate human interaction or to perform autonomous design, drafting, or calculation tasks ("Automated Use") is strictly prohibited under the standard License types described in this Agreement. This restriction does not affect any functionality provided by PBI as part of the Application.
- (b) AI Exception:** Usage of the Application by AI agents or automated processes/bots other than as provided by PBI as part of the Application requires a specific Enterprise License, which is subject to separate commercial terms, usage and pricing as specified in a separate written "Enterprise Agreement" with PBI.

(c) Verification: PBI reserves the right to audit usage patterns (such as reaction times, session durations, and command frequency) to verify that usage is human-generated. Usage patterns consistent with non-human input may result in license suspension until Human-Only usage is verified.

6.4. Export Control. This Agreement is made subject to any restrictions concerning the export of software or technical information that may be imposed on PBI and the Licensee from time to time. The Licensee agrees that it will not export, directly or indirectly, any technical information under this Agreement or the Application to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with mandatory law. In particular, the Application may not be exported or re-exported (a) into any embargoed countries or (b) to any other restricted party lists. By using the Software, the Licensee represents and warrants that it is not located in any such country or on any such list. The Licensee agrees not to use the Software for, without limitation, the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons.

7. MODIFICATIONS, UPDATES AND UPGRADES

7.1. Modifications. PBI reserves the right to modify, suspend or discontinue, temporarily or permanently, any part of the Application or any service to which it connects, with or without notice and without any liability provided that such modification or discontinuation shall not materially deprive the Licensee of the core functionality of the Application during an active Rental or Maintenance term..

7.2. Updates. PBI may from time to time provide Updates. Updates will be released when they are effective to do so.

7.3. Upgrades. Upgrades may modify, add or delete certain features and/or functionalities of the Application. The Licensee agrees that PBI has no obligation to (i) provide any Upgrades, or (ii) continue to provide or enable any particular features and/or functionalities of the Application.

7.4. Active License. Only Licenses with an associated active and uninterrupted Maintenance, and active Rental Licenses will be entitled to any Updates or Upgrades released during the period of the active Maintenance or rental period, respectively. The Licensee agrees that all Updates or Upgrades will be (i) deemed to constitute an integral part of the Application, and (ii) subject to the terms and conditions of this Agreement.

7.5. Effect of Non-Update. The Licensee acknowledges that failure to install available Updates or Upgrades may impact the stability, security, performance, or functionality of the Application. PBI shall not be liable for any errors, data loss, reduction in performance, or security breaches resulting from the Licensee's failure to install such Updates or Upgrades.

7.6. Additional materials. PBI may provide additional Services that may result in additional materials extending the functionality or library of the Application. Such Services and additional materials will also be governed by the terms of this Agreement.

8. THIRD-PARTY SOFTWARE AND MATERIALS

8.1. Third-Party Software. The Application may be bundled with, integrate with, or require the use of software owned by third parties (e.g., CAD engines, PDF drivers) ("Third-Party Software"). Licensee acknowledges that: (a) PBI acts solely as a reseller or distributor of such Third-Party Software; (b) Use of Third-Party Software is governed by the applicable third-party End-User License Agreement (EULA), not this Agreement; and (c) PBI provides such Third-Party Software "AS IS" and without warranty of any kind.

8.2. Third-Party Materials. Links to third-party websites, data, or content ("Third-Party Materials") are provided solely as a convenience. PBI assumes no liability for the accuracy or availability of such materials.

8.3. Limitation of liability. The Licensee acknowledges and agrees that PBI shall not be responsible for any Third-Party Software, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. PBI's liability regarding Third-Party Software is strictly limited to by the terms set out in "12.5. THIRD-PARTY SOFTWARE – LIMITATION OF LIABILITY".

8.4. Integration. Prior written approval of PBI is needed for any integration of the Application in any third-party software.

9. TERM AND TERMINATION

9.1. Term. The License becomes effective upon acceptance of this Agreement and after full payment of the required fees according to the Terms of Sale. This Agreement and the License granted hereunder shall remain in force until the expiry of the License, which varies depending on the License type chosen by the Licensee. In the case of Maintenance and Rental License, the agreement or license may be automatically renewed by PBI if agreed to by the Licensee.

9.2. Termination by the Licensee. In case of Perpetual License, the Licensee may terminate this Agreement by deleting the Application and all copies thereof from its computer or server and ending any usage of the Application and related materials. In case of Rental License, the Agreement will be terminated after the term, unless the License is renewed under automatic renewals or explicitly by the Licensee.

9.3. Termination by PBI. PBI may at its own discretion terminate with immediate effect the License, without any prior notice to the Licensee and without any compensation being due to the Licensee:

- i. if the License concerns the Evaluation, NFR or Educational license, or
- ii. where the Licensee has committed a material breach of this Agreement and, except in cases of fraud, willful misconduct, or material security risk, has failed to cure such breach within thirty (30) calendar days after receipt of written notice from PBI describing the breach in reasonable detail; or
- iii. if an invoice is not paid when due and not earlier than fifteen (15) calendar days after late payment notification or payment reminder issued by PBI.

9.4. Suspension. Without prejudice to its other rights and remedies, PBI may temporarily suspend the License, in whole or in part, where such suspension is proportionate and reasonably necessary to address (i) a material breach of this Agreement, (ii) a material security risk, or (iii) non-payment of undisputed fees, provided that PBI has given prior written notice and a reasonable opportunity to cure, except where immediate suspension is required to prevent ongoing harm or abuse.

9.5. Cease of use. Upon the termination for any reason whatsoever in accordance with the provisions of this Agreement, the Licensee undertakes to discontinue any use of the Application, delete all copies of the Application and related materials from its computer and other devices and return any confidential information and any materials or related documentation. PBI may prevent further access to the Application.

9.6. Fees. Termination of this Agreement or the Services will not entitle the Licensee to recover any fees already invoiced.

9.7. Survival. The termination of this Agreement will not limit any of PBI 's rights or remedies at law or in equity in case of breach by the Licensee of any of its obligations under the present Agreement. In addition, termination of this Agreement shall not affect the validity of any provision of this Agreement that expressly or by implication is intended to continue in force after such termination, including but not limited to the following articles "5. Intellectual Property Rights", "6. Restrictions", "8. Third-Party Materials", "9. Term and Termination", "10. Indemnification", "11. Warranty and disclaimers", "12. Limitation of Liability" and "16. Miscellaneous".

10. INDEMNIFICATION

10.1. The Licensee agrees to defend, indemnify and hold PBI and its Affiliates, officers, employees, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of: (i) use of the Application and its outputs by Licensee or any person under its direction or control, including any Authorized User; (ii) violation of this Agreement or any law or regulation; or (iii) violation of any right of a third party.

10.2. Intellectual Property Infringement. PBI shall defend the Licensee against any third-party claim alleging that the unmodified Application, when used in accordance with this Agreement, infringes any intellectual property right, and shall indemnify Licensee against damages finally awarded, provided that Licensee promptly notifies PBI and cooperates in the defense. This indemnity shall not apply to claims arising

from misuse, modification, combination with non-PBI products, or Third-Party Software.

11. WARRANTY AND DISCLAIMERS

11.1. Warranty Period. PBI warrants that, as of the date on which the Application was delivered to Licensee and for ninety (90) calendar days thereafter, the Application will provide the general features and functions described in the documentation portion of the Application. However, no warranties of any kind shall apply to any License that is provided on a no-charge, NFR, educational or evaluation basis (such as the Evaluation, NFR and Educational licenses).

11.2. Licensee's remedy. PBI's entire liability and Licensee's exclusive remedy during this Warranty Period will be, with the exception of any warranty or remedy that cannot be excluded or limited under law, at PBI's discretion, (i) to attempt to correct or work around errors, if any, or (ii) if errors prevent Licensee's beneficial use of the Application, terminate this Agreement and License and refund a proportionate part of the License Fees. Where Licensee purchased through a Reseller, PBI shall issue a credit note to the Reseller, and Licensee's sole remedy for recovery of funds shall be against the Reseller. Such a refund is subject to the removal and return of the Application and related materials. The aforementioned is the sole remedy for the Licensee.

11.3. Notification. This limited warranty is provided on the condition that (i) the Licensee notifies PBI in writing of the errors in the Application during the Warranty Period and (ii) PBI, upon receiving information of the Licensee, can reproduce the error for root cause analysis, and (iii) the errors in question prevent Licensee's beneficial use of the Application.

11.4. Exclusions. This limited warranty shall not apply to, and PBI shall not be liable for any errors or defects caused by or resulting from (i) equipment or software other than the Application, (ii) incorrect use of the Application, (iii) any modification of the Application or its libraries by Licensee or any third party, (iv) any other acts or omissions by Licensee or a third party, or (v) the failure of Licensee to use the most recent version of the Application.

11.5. Exclusion of Third-Party Software. For the avoidance of doubt, the limited warranty set forth in Clause 11.1 applies solely to the proprietary code and libraries of the Application (as defined in Article 1) owned by PBI. It does not apply to any Third-Party Software (such as CAD engines or operating systems), even if such software was invoiced by or delivered by PBI. All claims regarding defects in Third-Party Software must be directed to the original manufacturer. At its own discretion, PBI may choose to mediate in such matters.

11.6. As is. Except for the limited warranty described above, the Application is provided to the Licensee "AS IS" and "AS AVAILABLE" with all faults and defects without any other warranty of any kind. To the maximum extent permitted under applicable law, PBI, on its own behalf and on behalf of its respective licensors and service providers, expressly disclaims all other warranties, whether express, implied, statutory or otherwise, with respect to the Application, including all implied warranties of

merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, PBI provides no warranty or undertaking, and makes no representation of any kind that the Application will meet Licensee's requirements, achieve any intended results, be compatible or work with any other software, applications, systems, or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

11.7. Disclaimer. Without limiting the foregoing, PBI makes no representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Application, or the information, content, and materials or products included thereon; (ii) that the use of the Application will be uninterrupted, reliable, accurate, complete, or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Application; (iv) that the Application is suitable for the use intended by Licensee; (v) that PBI can correct any errors or limitation or resolve any support requests relating to the Application; (vi) that the Application can operate on any hardware other than those meeting the minimum requirements set forth in the documentation. All of the foregoing will be applicable to the maximum extent permitted by law.

11.8. Network connections and telecommunications. The Licensee acknowledges and agrees that it is solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Application. The Licensee is solely responsible for all problems, conditions, delays, delivery failures and all other loss or damages arising from or relating to the Licensee's network connections or telecommunications links or caused by the Internet.

12. LIMITATION OF LIABILITY

12.1. LIMITATION. SUBJECT TO CLAUSE 12.5 (THIRD PARTY SOFTWARE) AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AGGREGATE LIABILITY OF PBI ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE APPLICATION, THE SERVICES, AND THE OUTPUT OF THE APPLICATION, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH LIABILITY IS BASED (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT OF LICENSE FEES ACTUALLY PAID OR PAYABLE BY THE LICENSEE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.2. INDIRECT DAMAGES. PBI NOR ITS AFFILIATES SHALL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, APPLICATION USAGE, REVENUE, OR PRODUCTION; OR FOR PERSONAL INJURY; OR FOR LOSS OF OR INACCURATE DATA; OR FOR DELAYS OR BUSINESS INTERRUPTION, REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY.

12.3. SPECIFIC EXCLUSIONS. FOR THE AVOIDANCE OF DOUBT, IN ADDITION TO OTHER EXCLUSIONS IN THIS AGREEMENT, PBI WILL NEVER BE LIABLE FOR ANY CLAIMS RESULTING FROM:

- i. LICENSEE'S NEGLIGENCE;
- ii. LICENSEE'S UNAUTHORIZED USE OR MODIFICATION OF THE SOFTWARE OR USE OF THE SOFTWARE IN VIOLATION OF ANY OF THE ARTICLES OF THIS AGREEMENT;
- iii. LICENSEE'S USE OF THE APPLICATION IN COMBINATION WITH ANY INCOMPATIBLE HARDWARE OR SOFTWARE OR ANY DEFECTIVE HARDWARE OR SOFTWARE;
- iv. CONTENT AND (MASTER) DATA ENTERED IN THE APPLICATION BY LICENSEE;
- v. INSTALLATIONS OF THE APPLICATION BY THIRD PARTIES, WHICH HAVE NOT BEEN APPROVED BY PBI;
- vi. CHANGES/MAINTENANCE TO INTERFACES OF THIRD-PARTY SYSTEMS;
- vii. MODIFICATIONS DUE TO NEW REGULATIONS OR STANDARDS IMPACTING THE APPLICATION;
- viii. LACK OF MAINTENANCE ON THE SIDE OF THE LICENSEE;
- ix. VIRUSES, TROJAN HORSES, BUGS, WORMS OR ANY OTHER KIND OF CONTAMINATION (PHISHING, PHARMING, HACKING ETC.) IN ANY APPLICATION AND SOFTWARE USED BY THE LICENSEE AND WHICH WAS NOT SUPPLIED OR MADE AVAILABLE BY PBI;
- x. THE FAULTY FUNCTIONING OF AN INTERNET CONNECTION, BROADBAND CONNECTION OR ANY OTHER SERVICE OR INFRASTRUCTURE WHATEVER, OVER WHICH PBI HAS NO CONTROL;
- xi. THE ACTIONS OR NEGLIGENCE OF A THIRD PARTY OR SERVICE PROVIDER DIRECTLY OR INDIRECTLY INVOLVED BY THE LICENSEE.

12.4. STABILITY AND SECURITY. THE LICENSEE ACKNOWLEDGES THAT PBI WILL NEVER BE LIABLE FOR ERRORS IN THE CALCULATION AND OUTPUTS MADE BY THE APPLICATION AND THAT CAN CAUSE ISSUES IN THE CONSTRUCTION OF A PRODUCT (INCLUDING BUT NOT LIMITED TO STABILITY AND SECURITY ISSUES). THE LICENSEE ACKNOWLEDGES THAT EXPERTS AND ENGINEERS SHOULD REVIEW THE CALCULATION, DRAWINGS, REPORTS AND OTHER OUTPUTS MADE BY THE APPLICATION BEFORE THE CONSTRUCTION OF THE PRODUCT OR THE BUILDING.

12.5. THIRD-PARTY SOFTWARE - LIMITATION OF LIABILITY.

(A) RESELLER CAPACITY. WHERE THE APPLICATION, ORDER, OR SERVICES INCLUDE SOFTWARE, COMPONENTS, LIBRARIES, OR PRODUCTS DEVELOPED AND OWNED BY A THIRD PARTY ("THIRD-PARTY SOFTWARE"), PBI ACTS SOLELY AS A RESELLER OR DISTRIBUTOR AND NOT AS THE MANUFACTURER, LICENSOR, OR DEVELOPER OF SUCH THIRD-PARTY SOFTWARE.

(B) NO RESPONSIBILITY FOR PERFORMANCE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PBI PROVIDES THIRD-PARTY SOFTWARE "AS IS" AND DOES NOT WARRANT AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR THE FUNCTIONALITY, AVAILABILITY, PERFORMANCE, INTEROPERABILITY, SECURITY, OR CONTINUED AVAILABILITY OF ANY THIRD-PARTY SOFTWARE, WHETHER

INTEGRATED WITH, BUNDLED WITH, OR USED IN COMBINATION WITH THE APPLICATION.

- (C) NO LIABILITY FOR THIRD-PARTY ACTS OR OMISSIONS.** PBI SHALL NOT BE LIABLE FOR ANY DEFECT, ERROR, DELAY, FAILURE, INFRINGEMENT, VULNERABILITY, OR NON-COMPLIANCE ARISING FROM OR ATTRIBUTABLE TO ANY ACT OR OMISSION OF THE THIRD-PARTY MANUFACTURER OR LICENSOR, INCLUDING BUT NOT LIMITED TO PRODUCT DEFECTS, SECURITY VULNERABILITIES, DATA LOSS, SERVICE DISCONTINUATION, OR CHANGES TO LICENSING TERMS.
- (D) EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PBI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIRD-PARTY SOFTWARE, INCLUDING LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, OR CLAIMS BROUGHT BY THIRD PARTIES, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (E) SPECIFIC LIABILITY CAP.** WITHOUT PREJUDICE TO ANY MANDATORY NON-EXCLUDABLE LIABILITY, PBI'S TOTAL AGGREGATE LIABILITY, IF ANY, ARISING OUT OF OR IN CONNECTION WITH THIRD-PARTY SOFTWARE SHALL IN ALL CASES BE STRICTLY LIMITED TO THE AMOUNTS ACTUALLY PAID BY THE LICENSEE TO PBI SPECIFICALLY FOR THE RELEVANT THIRD-PARTY SOFTWARE DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF NO SEPARATE FEE WAS CHARGED, THE PORTION OF THE FEES PAID FOR THE AFFECTED ORDER ATTRIBUTABLE TO SUCH THIRD-PARTY SOFTWARE, WHICHEVER IS LOWER.
- (F) EXCLUSIVE REMEDY.** PBI PROVIDES NO INDEPENDENT INDEMNITY FOR THIRD-PARTY IP INFRINGEMENT. LICENSEE'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM RELATING TO THIRD-PARTY SOFTWARE SHALL BE LIMITED TO (I) ENFORCEMENT OF THE APPLICABLE THIRD-PARTY END-USER LICENSE AGREEMENT DIRECTLY AGAINST THE RELEVANT THIRD-PARTY LICENSOR, AND (II) TO THE EXTENT PERMITTED BY LAW, ANY WARRANTY OR INDEMNITY RIGHTS EXPRESSLY PASSED THROUGH BY PBI UNDER CLAUSE 12.5 (G).
- (G) PASS-THROUGH OF WARRANTIES.** NOTWITHSTANDING THE "AS IS" DISCLAIMER IN CLAUSE 12.5 (B), PBI HEREBY ASSIGNS TO LICENSEE, TO THE FULLEST EXTENT PERMITTED BY THE APPLICABLE THIRD-PARTY MANUFACTURER, THE BENEFIT OF ANY WARRANTIES AND INDEMNITIES PROVIDED BY SUCH MANUFACTURER REGARDING THE THIRD-PARTY SOFTWARE. PBI MAKES NO REPRESENTATION THAT SUCH RIGHTS EXIST OR ARE ASSIGNABLE, AND LICENSEE ACKNOWLEDGES THAT PBI ACTS SOLELY AS A FACILITATOR FOR SUCH PASS-THROUGH RIGHTS AND BEARS NO LIABILITY FOR THEIR ENFORCEMENT.
- (H) NO INTELLECTUAL PROPERTY INDEMNITY.** PBI DOES NOT PROVIDE ANY REPRESENTATION, WARRANTY, OR INDEMNITY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS ARISING FROM THIRD-PARTY SOFTWARE. ANY SUCH CLAIMS SHALL BE ADDRESSED SOLELY BETWEEN THE LICENSEE AND THE RELEVANT THIRD-PARTY LICENSOR.

(I) SUSPENSION OR SUBSTITUTION. IF PBI'S RIGHT TO DISTRIBUTE OR SUPPORT ANY THIRD-PARTY SOFTWARE IS TERMINATED OR MATERIALLY RESTRICTED, PBI MAY, AT ITS DISCRETION AND WITHOUT LIABILITY, (I) DISCONTINUE THE AFFECTED THIRD-PARTY SOFTWARE, (II) SUBSTITUTE IT WITH A FUNCTIONALLY EQUIVALENT PRODUCT, OR (III) TERMINATE THE AFFECTED PORTION OF THE ORDER WITH A PRO-RATA REFUND OF PREPAID, UNUSED FEES FOR THAT THIRD-PARTY SOFTWARE.

12.6. SUPPLY CHAIN. THE LICENSEE ACKNOWLEDGES THAT PBI WILL NEVER BE LIABLE FOR ERRORS IN THE CALCULATION IN PREPARATION OF OR IN OPTIMIZING THE SUPPLY CHAIN OR PRODUCTION.

12.7. APPLICABLE LAW. THE LIMITATIONS OF LIABILITY IN THIS AGREEMENT WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF PBI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. ALSO, LICENSEE AGREES THAT THE LICENSE AND SERVICES FEES AND OTHER FEES CHARGED BY PBI AND PAID BY LICENSEE ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS CLAUSE (LIMITATION OF LIABILITY) AND THAT THE LIABILITY LIMITATIONS HEREIN ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

12.8. ALLOCATION OF RISK. LICENSEE AGREES THAT THE LICENSE FEES ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS ARTICLE 12 AND THAT THE LIABILITY LIMITATIONS HEREIN ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

13. PRIVACY

13.1. Personal data. In order to request a License on the Application or to order the Services, the Licensee is required to provide data to PBI regarding the Licensee and its Authorized Users (including but not limited to names and email addresses). This data can be qualified as "personal data" within the meaning of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons (Authorized Users) with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

13.2. Privacy Policy. PBI processes such data for the purpose of fulfilling the Agreement it has concluded with the Licensee. For more information on this processing, the Licensee can consult the Privacy Policy at:
<https://www.parabuild.com/privacy-policy/>

13.3. Data Protection Roles. For the purposes of Regulation (EU) 2016/679 (GDPR), PBI acts as an independent data controller with respect to personal data processed for license management, billing, compliance monitoring, and support. To the extent PBI processes personal data on behalf of the Licensee in the context of Services, the parties shall enter into a separate data processing agreement as required by applicable law.

14. AUDIT AND ACCESS

14.1. Access. The Licensee shall, upon reasonable prior written notice and during normal business hours, grant PBI access solely to information, systems, and records reasonably necessary for the purpose of (i) rendering agreed Services, or (ii) verifying compliance with this Agreement. Such access shall be subject to the Licensee's reasonable security policies and shall not require unrestricted access to unrelated systems or data, provided that those restrictions still allow a proper audit.

14.2. Number of Authorized Users. The Licensee agrees to notify PBI in writing in case there is a need to change the number of Authorized Users or volume. The Licensee understands that any changes to the number of Authorized Users or volume may result in changed License Fees according to the Terms of Sale.

14.3. Audits. PBI shall be entitled, at most once every twelve (12) months and at its own expense, to conduct (or ask a third-party acting under a written and signed confidentiality obligation to conduct) audits at the Licensee's premises to ensure that the Application is used for the purpose agreed, in accordance with this Agreement and in line with the number of Authorized Users permissible by the License(s). Information obtained during any audit shall not be used for any other purpose than the audit. If an audit reveals unauthorized under-licensing, circumvention of license restrictions, or License Churn exceeding five percent (5%) of the licensed usage, Licensee shall promptly pay the applicable additional license fees and reasonable audit costs as directed by PBI. PBI will provide 10 days notice before the audit, except in suspected breach cases. Audits will be performed during normal business hours, and in a manner designed to minimize disruption to Licensee's operations.

14.4. Assistance. In the event of an audit, the Licensee shall provide PBI (or the third-party acting under a written and signed confidentiality obligation) with all assistance necessary for conducting such audit.

15. FORCE MAJEURE

15.1. Exclusion of liability. PBI will not be liable for any failure or delay if such delay or failure is due to causes beyond PBI's control due to the following (including but not limited to):

- i. Force majeure such as fire, explosions, floods, storms, lightning, strikes, labour disputes, epidemic outbreak, war or acts of terrorism, unauthorized access to PBI's information technology systems by third parties; and

- ii. Hardship such as a shortage of raw materials, power outages, trade embargoes, government orders or changing regulations, telecommunications, network, computer, server or Internet downtime, or any other economic circumstance beyond the reasonable control of PBI.

15.2. Notification. PBI shall notify the Licensee of the nature of such force majeure or hardship event and the effect on the ability to perform the obligations and how PBI plans to mitigate the effect of such force majeure or hardship event.

15.3. Termination. In the event these circumstances last longer than ninety (90) calendar days, PBI is legally entitled to notify the Licensee of the termination of the License or the Services, without any compensation to the Licensee.

16. MISCELLANEOUS

16.1. Entire Agreement. The Agreement constitutes the entire agreement between the Licensee and PBI regarding the use of the Application and supersedes all prior and contemporaneous written or oral agreements between the Licensee and PBI with respect to the Application and the Services. Terms stipulated by Licensee in any communication that deviate from the terms in this Agreement are explicitly rejected and will be wholly inapplicable to any performance by PBI, who will not be bound by them, unless agreed to in writing and signed by an authorized representative of PBI. Any other modifications to this Agreement will also be invalid unless agreed to in writing and signed by an authorized representative of PBI. The Licensee may also be subject to additional terms and conditions that apply when it uses or purchases other PBI products or services, which terms and conditions PBI will provide to the Licensee at the time of such use or purchase.

16.2. Contact. If the Licensee has questions about this Agreement, it can reach PBI by sending an email to the following email address: contact@parabuild.com.

16.3. No Third-Party Beneficiaries. Except as expressly provided herein, this Agreement does not create any rights for any third party, including Authorized Users, and no third party shall have the right to enforce any provision of this Agreement.

16.4. Severability. If any provision of this Agreement is held to be fully or partially unenforceable, illegal, or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision and the intention of the parties, to the greatest extent possible, under applicable law and the remaining provisions will continue in full force and effect. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.

16.5. Waiver. Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not affect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach. No term or provision of this Agreement will be considered waived, and no breach

permitted, unless such waiver is agreed to in writing and signed by an authorized representative of the party against which the waiver is asserted.

- 16.6. Assignment.** PBI may assign this Agreement in connection with a merger, acquisition, or sale of substantially all assets. In other circumstances neither PBI, nor the Licensee shall assign, novate or otherwise transfer its rights and obligations under this Agreement to any third party, in whole or in part, without the prior written consent of the other party. The assigning party shall remain jointly and severally liable with its assignee towards the other party for the full performance of this Agreement.
- 16.7. Amendments.** Licensee acknowledges and agrees that PBI may add to or change the Agreement from time to time, provided that Licensee will (a) be given notice of the additions or changes, or (b) be prompted or asked to accept the new Agreement where technically feasible, before the additions or changes become effective to Licensee. Any such amendment shall apply only on a prospective basis and shall not retroactively restrict the scope, functionality, or economic value of any License granted and fully paid prior to the effective date of the amendment for the then-current license or maintenance term, except where required for security, legal compliance, or abuse prevention. Notwithstanding the foregoing, any renewal, extension, reinstatement of Maintenance, or purchase of additional Licenses occurring after the effective date of an amendment shall be governed by the version of this Agreement and the Terms of Sale in force at the time of such renewal, extension, reinstatement, or purchase. By renewing a License, reinstating Maintenance (including payment of any Catch-Up fees), or purchasing additional Licenses after an amendment becomes effective, the Licensee expressly agrees to be bound by the then-current version of this Agreement and the applicable Terms of Sale. If the Licensee does not agree to the amended terms, its sole remedy shall be to refrain from renewing or extending the affected License or Maintenance, in which case the Licensee may continue to use the Application for the remainder of the then-current term in accordance with the prior version of this Agreement.
- 16.8. Governing law.** The laws of Belgium, excluding its conflicts of law rules, shall govern this Agreement and the use of the Application. Application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. All parties agree that any claim, action, or dispute arising under or relating to this Agreement will be brought exclusively before the Business Courts of Antwerp (Belgium). The foregoing will not prevent PBI from bringing an action for infringement of intellectual property rights in any country where such infringement is alleged to occur.