

## PARABUILD INTERNATIONAL TERMS OF SALE

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Thank you for choosing Parabuild. This document outlines the Terms of Sale applicable to your transaction directly with the software developer and licensor.

**Parabuild International BV**, a private limited liability company incorporated under Belgian law, with registered office at Lange Lozanastraat 45, 2018 Antwerpen (Belgium), registered with the Crossroads Bank for Enterprises under number 0792.946.492 ("**PBI**").

These Terms of Sale ("Terms") apply to every offer, order, and agreement between Parabuild International BV ("PBI") and the professional buyer or licensee ("Customer") relating to (i) the sale, rental, licensing, maintenance, and use of the "Parabuild" software application ("Application"), (ii) the provision of professional services by PBI (including training, installation, customization, or support) ("Services"), and (iii) the resale or distribution of software, products, or components developed by third parties ("Third-Party Products") (collectively, the "Transactions"). PBI and the Customer are hereinafter referred to individually as a "Party" and collectively as the "Parties".

These Terms, together with the applicable End-User License Agreement ("EULA") and any applicable order form, invoice, or statement of work (each an "Order"), are collectively referred to as the "**Agreement**".

### **1. APPLICABILITY AND RELATIONSHIP TO EULA**

**1.1. Entire Agreement.** These Terms, together with the End-User License Agreement ("EULA") and the applicable Invoice/Order Form, constitute the entire agreement between the parties. Terms stipulated by the Customer in any communication (including but not limited to Purchase Orders) that deviate from these Terms are explicitly rejected and shall be wholly inapplicable to any performance by PBI, unless explicitly agreed to in writing and signed by an authorized representative of PBI.

**1.2. Precedence.** In the event of a conflict between the EULA and these Terms regarding payment obligations, pricing, invoicing, or subscription renewals, these Terms of Sale shall control, except where the Customer has purchased through an authorized Reseller, in which case the payment terms agreed between Customer and Reseller shall prevail, subject to PBI's right to suspend the License for non-receipt of fees as set forth in Clause 2.4. In the event of any conflict relating to license scope, usage rights, restrictions, or termination, the EULA shall control, except for specific numerical limits not specified in the EULA.

**1.3. B2B Only.** The Application is sold exclusively to businesses and professionals. By purchasing the Application, the Customer confirms they are acting for purposes relating to their trade, business, craft, or profession. Customer warrants they are a business entity. Customer agrees to provide a valid VAT/GST/Tax Identification Number during the Order process. PBI reserves the right to validate this ID and, if invalid, treat the transaction as a B2C supply subject to vendor-collected taxes.

**1.4. Definitions.** Unless otherwise defined in these Terms, capitalized terms (such as "Application," "License", "Licensee", "Authorized User," and "Maintenance") shall have the meanings ascribed to them in Article 1 ("Definitions") of the EULA.

**1.5. Additional definitions:**

- **Activation:** License Check-out/Transfer to a new system
- **License Churn:** The rapid, automated, or excessive switching of a Node-Locked License between different devices to simulate concurrent usage.
- **Catch-Up Fee:** The retroactive fee required to reinstate a lapsed Maintenance contract for a Perpetual License, calculated based on the missed maintenance period.
- **Order:** The formal purchase order, order by email, signed quote, or online checkout confirmation detailing the specific Licenses, Editions, and quantities purchased by the Customer.

**1.6. Reseller Applicability.** These Terms of Sale are intended primarily for End-Users and direct Customers. If the purchasing entity is an authorized Reseller or Distributor of PBI: (a) The terms of the separate Reseller Agreement concluded between PBI and the Reseller shall govern the transaction and shall take precedence over these Terms of Sale in the event of any conflict (including regarding payment terms, margins, and resale rights); and (b) The Reseller acknowledges that the EULA restrictions regarding installation and usage apply fully to the ultimate End-User to whom the Application is resold.

**1.7. Third-Party Products.** These Terms also apply to the sale of products or software not manufactured by PBI ("Third-Party Products"). For such products, PBI acts solely as a reseller.

**2. ORDERS AND OFFERS**

**2.1. Acceptance.** An order is subject to acceptance by PBI. Likewise, acceptance of any offer by the Customer is expressly conditional on the Customer's acceptance of this Agreement and the EULA.

**2.2. Duration.** PBI's offers are open for acceptance within the period stated in said offer or, when no period is stated, within thirty (30) calendar days from the date of the offer. However, any offer may be withdrawn or revoked by PBI at any time prior to the receipt by PBI of the Customer's acceptance related thereto.

**2.3. Engagement.** Any offer or any accepted order is an engagement of PBI to provide the Customer with access to the Application and/or to perform the Services. It is not an engagement to achieve any particular result, outcome, or fitness for a specific purpose.

**2.4. Reseller Transactions.** If Customer purchases the Application through an authorized PBI Reseller:

- (a) **Financial Terms:** Pricing, invoicing, and payment terms agreed upon between the Customer and the Reseller shall apply exclusively to the relationship between the Customer and the Reseller.
- (b) **No Agency & Pricing Errors:** The Customer acknowledges that Resellers are independent parties and have no authority to bind PBI. PBI shall not be liable for, and is not bound to honor, any pricing errors, unauthorized discounts, or representations made by the Reseller that deviate from PBI's standard terms or authorized wholesale pricing.
- (c) **Condition of Performance:** PBI's obligation to provide access to the Application (including the issuance of license keys) is strictly conditional upon PBI's receipt of the applicable license fees from the Reseller. If PBI has not received payment from the Reseller, PBI shall notify the Customer. If Customer provides valid proof of full payment to the Reseller, PBI agrees not to suspend the License, provided that Customer agrees to assign its claim for reimbursement against the Reseller to PBI and provides reasonable assistance to PBI in recovering such funds.
- (d) **License Rules:** Notwithstanding the foregoing, the license attributes, usage limits, maintenance concepts, and activation restrictions applicable to the Application are defined in the EULA and, where numerical thresholds or commercial parameters are referenced therein, are further specified in the applicable Terms of Sale.

**2.5. Cancellation.** If the Customer cancels an accepted Order prior to delivery (or prior to the transmission of license keys), PBI reserves the right to charge a fixed administrative cancellation fee equal to 25% of the total Order value, without prejudice to PBI's right to claim higher damages if proven.

**2.6. No Returns After Delivery.** The Customer acknowledges that the Evaluation License provides a reasonable and sufficient opportunity to test and evaluate the Application's functionality, compatibility, and fitness for the Customer's intended professional use prior to placing an Order. Because PBI provides an Evaluation License to allow testing prior to purchase, all sales are final. Once the license key or activation credentials have been delivered to the Customer electronically, the Order cannot be cancelled, and no refunds will be issued, except as expressly provided in the "Warranty" section of the EULA (in case of technical defects).

**2.7. Verification of Status.** For Educational Licenses, PBI reserves the right to require proof of current enrollment or academic employment (e.g., student ID card, university documentation) prior to delivery. If the Customer fails to provide valid proof, PBI may cancel the Order or charge the full commercial price.

### **3. LICENSE TYPES**

#### **3.1. Perpetual Licenses.**

- **Definition:** A license granted for an indeterminate period, allowing the Customer to use the specific version of the Application purchased indefinitely provided they remain compliant with this Agreement and the Parabuild EULA. The Customer

acknowledges that Parabuild Benelux acts as a distributor. The License is granted directly by the PBI via the EULA upon purchase.

- **Maintenance Requirement:** The Perpetual License Fee grants the right to use the software "as is" at the time of purchase. It does not include access to future Updates or Upgrades. To access new versions, the Customer must purchase and maintain an active "Maintenance" contract.
- **Maintenance Catch-Up Policy:** If a Customer skips paying Maintenance fees for any period ("Lapse"), they may not simply resume payments to access the latest version. To reinstate Maintenance and access the newest Updates, the Customer must pay a "Catch-Up Fee". This fee is calculated as the cumulative Maintenance fees that would have been due during the lapsed period, plus the fee for the upcoming year, and without any discounts applied.

### 3.2. Rental (Subscription) Licenses.

- **Definition:** A license purchased for a fixed, determined period (e.g., one year).
- **Inclusions:** Active Rental Licenses include "Maintenance" (Updates and Upgrades) at no additional cost. The Customer is entitled to all Updates and Upgrades released during the valid rental period.
- **Expiration:** Upon expiration of the rental term, the right to use the Application terminates immediately unless renewed.

### 3.3. Evaluation License

- **Definition:** A free, limited-time license (typically 30 days) intended solely for testing and evaluation.
- **Restrictions:** This license is strictly prohibited for commercial production use and may be revoked by the Parabuild Group at any time.

### 3.4. Product Editions. The Application is available in different editions with specific technical limits:

- **Parabuild Full:** Full functionality without project size limits.
- **Parabuild LT (Limited Technology):** Restricted functionality. The Customer acknowledges that the LT edition may have hard-coded limits regarding project size, file capacity, or object counts. Circumventing these technical limits is a material breach of the EULA.

### 3.5. Educational and NFR Licenses.

- **Eligibility:** Educational Licenses are available solely to verified students and faculty. "Not For Resale" (NFR) licenses are available solely to Resellers.
- **Commercial Status.** Educational and NFR Licenses are provided free of charge or at a significant discount and are therefore provided "AS IS" and "AS AVAILABLE", without warranty of any kind, to the maximum extent permitted by applicable law. Nothing in this clause excludes liability for fraud, willful

misconduct, or any liability that cannot be excluded under mandatory applicable law.

- **Restriction:** Use of an Educational or NFR license for commercial, professional, or for-profit purposes is strictly prohibited. If PBI detects such usage, the Customer agrees to immediately pay the difference between the price paid and the full commercial list price of the "Parabuild Full" Perpetual License, in addition to any other remedies PBI may have.

**3.6. Resale of Third-Party Products.** If the Order includes software or products developed by a third party (e.g., CAD engines, PDF drivers, or hardware):

- (a) No Warranty:** PBI sells Third-Party Products "AS IS" and "AS AVAILABLE" without warranty of any kind, to the maximum extent permitted by applicable law. While PBI may, at its sole discretion, provide reasonable first-line support, the Customer acknowledges that PBI is not liable for defects and that formal warranty claims must be directed to the original manufacturer.
- (b) Pass-Through:** To the extent permitted by law and the applicable third-party terms, PBI passes through to the Customer any warranty rights or indemnities PBI is entitled to receive from the manufacturer.
- (c) Separate EULA:** The use of Third-Party software is governed exclusively by the End-User License Agreement of that third party, not the Parabuild EULA.

**3.7. 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 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) 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 Customer 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.** The Customer'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/or (ii) to the extent permitted by law, any warranty or indemnity rights expressly passed through by PBI under Clause 3.6(b).
- (g) **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 Customer and the relevant third-party licensor.
- (h) **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.

#### **4. USAGE MODES AND ACTIVATION LIMITS**

The EULA distinguishes between "Node-Locked" and "Enterprise" usage. For the avoidance of doubt, this Section specifies commercial and technical parameters applicable to the license restrictions set out in the EULA and does not create independent usage rights or obligations. The following commercial terms apply to these modes:

##### **4.1. Standard Usage (Node-Locked)**

- **Applicability:** Unless explicitly governed by a separate written agreement signed by PBI, all Perpetual and Rental Licenses are Node-Locked.
- **Restriction:** The License may be active on only one specific computer at any given time. Each License is only valid for use by Authorized Users on nodes physically located within one of the geographic regions described in the EULA. For Customers within the EEA, the License is valid throughout the entire EEA in compliance with EU Single Market regulations.
- **Activation Limits (Anti-Abuse):** While the Customer may transfer the License between devices (e.g., from an office PC to a laptop), however rapid or automated switching to simulate concurrent usage ("License Churn") is prohibited. PBI defines 'License Churn' strictly by the following hard limits. Any usage exceeding these thresholds is deemed excessive and prohibited:
  - **With Active Maintenance/Rental:** Maximum 50 Activations per calendar year.
  - **Without Active Maintenance:** Maximum 10 Activations per calendar year.

- **Enforcement:** PBI monitors activation usage. If a License exceeds these limits, PBI reserves the right to (a) prevent further activations until the limit resets, (b) retroactively invoice the Customer for excess activations at the then-current rate, or (c) in the case of abuse or continued excess usage may resort to License termination.
- **Changes:** PBI may modify activation limits, technical enforcement mechanisms, or anti-abuse measures from time to time for legitimate reasons, including security, prevention of misuse, or technical evolution of the Application. Any such modification shall not apply retroactively and shall only take effect for (i) new Orders, or (ii) upon renewal of an existing Rental License or Maintenance term, after reasonable prior notice to the Customer.

#### 4.2. Enterprise Licensing

- **Applicability:** 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 allowing such use of the Application therein.
- **Terms and Pricing:** The number of concurrent users or seats, the applicable surcharges, technical enforcement limits, and specific usage rights for such Licenses will be defined exclusively in that separate written agreement.
- **Conflict:** Where a Customer purchases a license under an Enterprise Agreement with PBI, the commercial terms of that specific agreement shall take precedence over Clause 4.1 (Standard Usage) of this Agreement.

#### 4.3. Product Editions (Full vs. LT) The Application is available in different editions (e.g., "Parabuild Full", "Parabuild LT Regular", "Parabuild LT Max").

- **Parabuild LT:** The Customer acknowledges that the "LT" (Limited Technology) editions have technical limitations, which may include caps on project size, file capacity, or feature sets.
- **Compliance:** The Customer agrees not to circumvent these technical limits. Any attempt to bypass LT restrictions is a material breach of the Agreement.

### 5. PROFESSIONAL SERVICES

**5.1. Scope.** PBI may provide paid Services (such as training, installation, or customization) as described in a specific Order. Unless otherwise agreed in a "Statement of Work" (SOW), all Services are provided on a time-and-materials basis at PBI's then-current hourly or daily rates.

**5.2. Customization and IP.** If PBI creates custom code, scripts, templates, or configurations ("Deliverables") for the Customer 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 Customer is not the owner of the custom code.
- (b) **License:** PBI grants the Customer 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 customers.

**5.3. Expenses.** The Customer shall reimburse PBI for all reasonable travel, accommodation, and out-of-pocket expenses incurred by PBI personnel in performing the Services. PBI will obtain approval for significant travel expenses in advance.

**5.4. Nature of Obligations.** PBI performs Services as an obligation of means. PBI warrants that Services will be performed with reasonable skill and care but does not guarantee that the Services will achieve a specific business result or solve a specific engineering problem or be error-free. The Customer acknowledges that software complexity entails that custom code or templates may contain defects. The Customer remains solely responsible for reviewing and verifying all output (drawings, reports, models) generated by the Application or custom Deliverables before sending them to fabrication or erection or its customers.

**5.5. Service Cancellation.** Scheduled Services (e.g., training days) must be cancelled or rescheduled at least seven (7) calendar days in advance. Cancellations made with less than seven (7) days' notice are subject to a cancellation fee equal to 50% of the scheduled Service fees, plus any non-refundable travel costs already incurred.

**5.6. Client Confidentiality.** PBI acknowledges that in the course of performing Services, it may be exposed to Customer's confidential information (e.g., proprietary trade secrets, specific connection parameters). The Customer shall, where reasonably practicable, identify information as confidential. Subject to such notification, PBI agrees to treat the information as confidential, to use it solely for the purpose of the Services, and not to disclose it to third parties. This obligation does not apply to information that is in the public domain, generic engineering standards, or information not clearly identified by the Customer as confidential.

**5.7. Remote.** Unless expressly agreed in a Statement of Work, all Services are performed remotely from PBI's locations. Customer agrees not to require PBI personnel to be physically present in a jurisdiction for periods that would trigger a Permanent Establishment or taxable presence for PBI.

## **6. MAINTENANCE AND "CATCH-UP" POLICY**

**6.1. Scope of Maintenance.** Maintenance includes the right to download, install, and use all Updates and Upgrades released by PBI during the Maintenance period. It does not

automatically include training or on-site support unless explicitly stated in the Order.

**6.2. Maintenance Term.** Maintenance for Perpetual licenses is typically billed annually in advance.

**6.3. The "Catch-Up" Policy.** The Maintenance Catch-Up Policy applies exclusively to commercial Perpetual Licenses. It does not apply to Educational, NFR, or Rental licenses. Maintenance is continuous. If a Customer with a Perpetual license chooses not to renew Maintenance ("Lapse") and later wishes to reinstate it to access Updates and Upgrades, the Customer must pay the "Catch-Up Fee", calculated as:

- (a) The cumulative Maintenance fees that would have been due during the lapsed period; plus
- (b) The Maintenance fee for the forthcoming year
- (c) PBI reserves the right to cap this Catch-Up Fee at the then-current price of a new Perpetual License.

## **7. LICENSE FEE, INVOICING, AND PAYMENT**

**7.1. License Fee.** Except for the Evaluation license, the Customer is authorized to download, install and use the Application upon acceptance of this Agreement and receipt of payment of the License Fee by PBI. Unless expressly agreed between the parties, the License Fee does not include the Maintenance and the Services.

**7.2. Taxes.** All prices in the offers issued by PBI are exclusive of all applicable taxes, cesses, levies, or duties (including VAT/GST), and the Customer will be solely responsible for the payment of all such amounts. PBI will add taxes to the License Fee (and any prices in an offer) where it is required to do so by law, at the moment of invoicing, and the Customer will pay them together with the price.

### **7.3. International Sales: specific Taxes and Duties.**

- (a) **EU Sales:** For Customers within the EU (outside Belgium), VAT may be shifted to the Customer via the reverse charge mechanism (in accordance with Articles 44 and 196 of the EU VAT Directive) provided a valid VAT number is supplied.
- (b) **Non-EU Sales:** For Customers outside the EU, the Customer is responsible for any applicable State Sales Tax, Use Tax, or import duties. If PBI is required by law to collect such taxes, they will be added to the invoice.
- (c) **Vendor-Collected Taxes:** In jurisdictions where PBI is required by law to collect Taxes, PBI will add such Taxes to the Invoice and Customer shall pay them, unless Customer provides a valid exemption certificate prior to invoicing.
- (d) **Reverse Charge:** For Customers in jurisdictions utilizing the Reverse Charge Mechanism (e.g., EU, UK, Australia, Singapore), Customer represents it is a

taxable business entity and shall account for the tax in its local jurisdiction. Customer must provide a valid VAT/GST ID. Failure to provide a valid ID may result in PBI charging local tax or Belgian VAT.

- (e) **Withholding Tax (Gross-Up):** Parties confirm that the agreed fees will be paid on a gross basis to PBI. For Direct Sales where Customer pays PBI directly: if and to the extent that a local withholding tax (or similar source country tax) is due, it will be borne by the Customer (grossed up) so that PBI receives the full amount invoiced. For Reseller Transactions, withholding tax obligations are governed by the separate agreement between PBI and the Reseller. When applicable Customer agrees to provide official tax receipts to PBI within 60 days of payment to enable PBI to claim Foreign Tax Credits. However, Parties also confirm that they will use best efforts to secure a local withholding tax relief (both reduction or exemption), if any, either pursuant to local domestic tax law or pursuant to the applicable tax treaty.

**7.4. Currency.** All prices are payable in Euro (EUR) unless agreed differently. The Customer is required to contact a Reseller to receive an offer in its own currency.

**7.5. Invoices.** PBI will invoice the Customer for the Application, as specified in the offer. Any License Fee needs to be paid in advance. All invoices are due and payable at a due date as mentioned on the invoice, or in absence thereof within thirty (30) calendar days of the invoice date. A purchase order or purchase order number from the Customer is not required for sending valid invoices.

**7.6. Default of payment.** If the Customer does not pay the price due within the stipulated term, the Customer will be automatically in default, without PBI's notification being required. In addition, all amounts not paid by the Customer on the due date mentioned in the invoice will bear the maximum interest permitted under applicable law, with a minimum of eight percent (8%) per year. Furthermore, the Customer agrees to pay any costs, fees, and expenses incurred by PBI in connection with the collection of the debt together with the applicable interest, with a minimum of two hundred fifty (250) EUR.

**7.7. Suspension.** If the Customer has not timely paid the License Fee by the due date, PBI may automatically suspend the License on the Application (remotely deactivating the software) until payment. The Customer acknowledges and agrees that PBI is not obliged to continue rendering any services or providing access to the Application as long as the related invoice is not paid.

**7.8. Price Adjustments.** Prices for new Orders as stated on the PBI website or price list are subject to change without notice. For Maintenance and Rental renewals:

- (a) **Indexation:** PBI reserves the right to adjust recurring fees (Maintenance/Rental) once per calendar year to reflect inflation, based on the Belgian Consumer Price Index (CPI) or an equivalent officially published inflation index. PBI will make the updated pricing, if any, available upon request.
- (b) **Standard Increases:** For price increases exceeding the CPI indexation, PBI will notify the Customer (or the Authorized Reseller, where applicable) of any

price increase at least thirty (30) days prior to the renewal date if they are automatic renewals, or for other renewals at the time of offering the renewal to the Customer. Continued use after the renewal date constitutes acceptance.

**7.9. Discount.** PBI may offer discounts on License Fees or Maintenance fees (e.g., when Maintenance is purchased by the Customer within a short term after the expiration of the Maintenance). PBI may unilaterally and at all times remove or alter discounts without prior notice.

**7.10. Invoice Disputes.** Any protest regarding an invoice must be submitted to PBI in writing within thirty (30) calendar days of the invoice date. Failing such protest, the invoice and the corresponding delivery of goods or services are deemed irrevocably accepted by the Customer.

## **8. DELIVERY AND ELECTRONIC FULFILLMENT**

**8.1. Delivery Method.** The Application is delivered electronically via download. Delivery is deemed complete when PBI provides the Customer with the license key or activation credentials.

**8.2. Installation.** The Customer is solely responsible for the installation and configuration of the Application.

## **9. TERM AND TERMINATION**

**9.1. Auto-Renewal.** Unless explicitly agreed otherwise in the applicable Order or Invoice, Rental Licenses and Maintenance contracts automatically renew for successive terms equal to the original term (typically one (1) year) unless either party gives written notice of non-renewal at least thirty (30) days before the end of the current term. PBI may send renewal reminders in advance of renewal.

**9.2. Termination.** PBI may terminate the License and this Agreement with immediate effect, without prejudice to PBI's right to seek judicial relief, if (a) The Customer breaches any material term of these Terms or the EULA (including unauthorized excessive activations); or (b) The Customer becomes insolvent, declares bankruptcy, or enters into liquidation or administration.

**9.3. Termination for Material Breach by PBI.** The Customer may terminate the Agreement with immediate effect by written notice if PBI commits a material breach of this Agreement and fails to cure such breach within ninety (90) calendar days after receipt of a written notice specifying the breach in reasonable detail. Termination shall be without prejudice to any accrued payment obligations.

**9.4. Survival.** Clauses which by their nature should survive termination (including payment obligations, IP rights, limitation of liability, governing law, jurisdiction, and audit rights) shall survive termination or expiration of this Agreement.

## **10. GOVERNING LAW AND JURISDICTION**

- 10.1. Governing Law.** These Terms are governed by the laws of Belgium. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. Nothing in these Terms or the EULA shall exclude or limit PBI's liability for fraud, willful misconduct, or death/personal injury caused by its negligence, to the extent such exclusion is prohibited by mandatory applicable law.
- 10.2. Jurisdiction.** Any dispute arising out of or in connection with these Terms shall be submitted to the exclusive jurisdiction of the Business Courts of Antwerp, Belgium.
- 10.3. Limitation of Liability.** Any limitations or exclusions of liability agreed between the Parties are set forth in the Parabuild End-User License Agreement and are hereby expressly incorporated by reference into these Terms of Sale.
- 10.4. Third-Party Software Liability.** Notwithstanding anything to the contrary in these Terms of Sale or the EULA, PBI's liability in relation to any Third-Party Software shall be governed exclusively by Clause 3.7 (Third-Party Software – Limitation of Liability). In the event of any inconsistency, that clause shall prevail.

## **11. MISCELLANEOUS**

- 11.1. Evidence.** The parties accept electronic evidence (e.g., email communications, server logs of downloads and activations) as admissible and probative evidence of the contractual relationship and the Customer's usage of the Application.
- 11.2. Assignment.** The Customer may not assign or transfer this Agreement or any rights or obligations hereunder without the prior written consent of PBI. Any attempted assignment by Customer in violation of this clause shall be null and void. PBI may freely assign this Agreement, in whole or in part, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.
- 11.3. Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The parties agree to replace the invalid provision with a valid provision that reflects the original intention of the parties as closely as possible.
- 11.4. 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.
- 11.5. Force Majeure.** Neither Party shall be liable for any failure or delay in performance (except payment obligations) resulting from events beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, epidemics, governmental actions, internet or hosting failures, or interruptions of utilities or

telecommunications ("Force Majeure Event"). The affected Party shall promptly notify the other Party and use reasonable efforts to resume performance.

**11.6. Export Control and Sanctions.** The Customer represents and warrants that it is not subject to any applicable trade sanctions or export restrictions and shall comply with all applicable export control and sanctions laws. The Customer shall not use, export, re-export, or transfer the Application in violation of such laws. PBI may immediately suspend or terminate access if required to comply with applicable export control or sanctions regulations.

**11.7. No Professional Advice.** The Application and any Services, products or deliverables provided by PBI do not constitute engineering, architectural, legal, or professional advice. The Customer remains solely responsible for verifying the accuracy, compliance, and suitability of all outputs generated using the Application before any fabrication, construction, or commercial use. The Customer confirms that it has not relied on any representations or statements other than those expressly set out in this Agreement.

**11.8. Language.** These Terms are drafted in English. Any translation is provided for convenience only. In the event of any inconsistency, the English version shall prevail.