

## GENERAL TERMS AND CONDITIONS

### QUOTING - ORDERING - SHIPPING – PAYMENT

April 27, 2021

#### 1. Products

Thermo-Calc Software AB ("TCSAB") licenses the software listed on <http://www.thermocalc.com/products/> (individually and jointly the "Software").

TCSAB licenses the databases listed on <http://www.thermocalc.com/products/databases/> (individually and jointly the "Database(s)").

The Software and the Database(s) are individually and jointly referred to as the "Program".

#### 2. Quoted prices

All quoted prices are exclusive of any type of tax. The customer is responsible for paying any custom, clearing duty, forwarding duty, excise duty, federal tax, state tax, local tax or similar duty or tax, if any. The quoted price is valid for the time period stated on the quotation. Within the stated time period, the customer may order at the quoted price even if TCSAB would change its prices during the stated time period.

#### 3. Order

Please place your formal order to us by e-mail or letter.

#### 4. Terms of delivery

The ordered Program is normally delivered within three weeks from TCSAB's acceptance of the order. Delivery is made by electronic download from TCSAB's website on the Internet.

#### 5. Terms of payment

Payment shall be made within 30 days after delivery to the bank account specified in the invoice. Pre-payment or alternative terms of payment may occur.

#### 6. User Site

The Program may only be used at the physical location(s) specified in TCSAB's quotation unless TCSAB thereafter confirms in writing the use of the Program at another address or location.

#### 7. Software

Use of the Software is governed by the End User License Agreement (EULA).

The Software is initially delivered with a temporary license file, which is valid for the same time period as the payment terms, i.e. normally for 30 days. A permanent license file is issued and supplied after full payment has been received and confirmed by TCSAB.

#### 8. Databases

Use of Databases are governed by the End User License Agreement (EULA). Use of third-party Databases, such as Thermotech, are, in addition to the EULA, also governed by the third party's standard license agreement.

#### 9. Maintenance & Support Subscription (M&SS)

To ensure the quality of the Software, TCSAB provides a Maintenance & Support Subscription.

For perpetual licenses, maintenance and support is free of charge for the initial 12 months of the license. Thereafter, the customer may prolong the Maintenance and Support Subscription by paying the yearly fee quoted by TCSAB before the end of the initial free of charge 12-month period.

If the customer purchases additional perpetual licenses to the Software, maintenance and support will be provided free of charge for the additional licenses during the period remaining (if any) of the maintenance and support of

the first license to the Software ordered from TCSAB. Thereafter, a fee for maintenance and support for each license will be charged.

A reinstatement fee will be charged in case of any support and maintenance lapse if the customer wishes to resume Maintenance and Support services. The reinstatement fee will be based on the number of years which the customer is out of maintenance multiplied by the maintenance fee applicable at the time when the support and maintenance is reinstated.

For annual and term limited licenses, maintenance and support is included for the duration of the license term.

For perpetual licenses of Databases (DSUNLL and DNWL) new version upgrades to a Database are not included in the Maintenance & Support Subscription and are subject to a separate fee.

The terms and conditions for the Maintenance & Support Subscription are set forth in TCSAB's General Terms and Conditions for Software Maintenance and Support, which can be accessed here [https://thermocalc.com/content/uploads/Documentation/Terms\\_Conditions/tcs-mssa.pdf](https://thermocalc.com/content/uploads/Documentation/Terms_Conditions/tcs-mssa.pdf).

#### 10. User's Guide & Examples Book

TCSAB does not provide any physically printed operation manuals (User's Guides and Examples Books) due to the environment-friendly policy of TCSAB and due to our efforts in providing more efficient, convenient and easy-to-use electronic manuals. Such manuals are provided together with the electronic download and can be installed on each of the designated computers, and can be reviewed and accessed easily and conveniently. The users can locally print such manuals, provided however only for INTERNAL use.

#### 11. For customers within EU

Customers within the European Union, please include your VAT number in your formal order (i.e., in the TCS Ordering Option Form), and also clearly indicate whether your organization is a so-called "taxable person". Please note that if your VAT number is not provided and/or if your organization is not a "taxable person", 25% VAT will be added.

#### 12. Overview of license options

Any use of the Program is governed by the End User License Agreement (EULA). Below follows a brief description of each license option. For full terms and conditions of the EULA, please see [https://thermocalc.com/content/uploads/Documentation/Terms\\_Conditions/eula.pdf](https://thermocalc.com/content/uploads/Documentation/Terms_Conditions/eula.pdf). In the event of any discrepancies between the EULA and the overview provided below, the EULA will prevail.

##### 12a SUNLL= Single User Node Locked License

Under a SUNLL, the license file is unique for one designated computer at one designated site and cannot be copied or moved outside the site. The Software may be used on only one site and by only one user at a time on only one computer. If the Software is installed on a portable computer, the Software may be used temporarily outside of the site. It is not allowed to access or use the Software over a network or remotely.

##### 12b NWL= Network License

Under a NWL, the Software may be used on the number of sites and the number of users you have paid for on any computer connected with a server or similar network, provided however that the Software may only be used on computers within a maximum of seven subnets (with a wildcard character on only the third and fourth tuple following IP v4) of the network. The user of the Software must be employed or contracted to work at the site(s) paid for. A teaching institution may also allow students registered at the teaching institution to use the Program,



provided that the Program is only used for the purpose of fulfilling the student's obligations/commitments as an academic. Users may access or use the Software over a network or remotely. It is however prohibited to share the Software with third parties (e.g., employees, consultants or students) or to use or allow the use of the Software by users associated with another site, address or location than the site identified in the quotation (see section 6).

*12c DSUNLL = Database Single User Node Locked License*

DSUNLL is a Database license governed by the license for the Software, i.e. a SUNLL. Licensed Databases may only be used together with licensed Software.

*12d DNWL = Database Network License*

DNWL is a Database license governed by the license for the Software, i.e. a NWL. Licensed Databases may only be used together with licensed Software.

*12e ANSP= Academic Network Site Package*

ANSP is a license package for universities only and includes two SUNLL and one NWL for 99 users at one site.

For a university to be granted an ANSP the department where the Software will be installed must teach and have the authority to examine undergraduate students. Non-commercial research institutes having personnel giving lectures or simultaneously being affiliated with a university (even on a regular basis) do not automatically qualify as a university being able to receive an ANSP. In each case, TCSAB reserves the right to decide whether a customer may be granted an ANSP.