

# TERRASOLID SOFTWARE MAINTENANCE AGREEMENT

This Agreement is valid between Terrasolid Ltd., hereinafter referred to as "*Terrasolid*", on the one part, and you, hereinafter "*Customer*", on the second part. The Agreement concerns the Terrasolid software packages, hereafter *Products*, used by the Customer. An invoice for software sales, upgrading, change or maintenance fee of Terrasolid indicates the copy of a Product (hereafter *License*) covered by this Agreement and the duration of this Agreement.

The terms and conditions, as defined in the "*Software License Agreement*" of a Product and the License, are fully valid also in this agreement and cover any new update or upgrade of the Product.

## 1. Subject of the Agreement

- 1.1. Terrasolid, its distributor or other partner provides the Customer with maintenance services to the *Products* as described in this Agreement.
- 1.2. A unique „*Serial Number*’ issued by Terrasolid, and the Product name identifies each copy of a Product. Terrasolid manages the records of the Serial Numbers, which are covered by the maintenance agreement.
- 1.3. The Maintenance Agreement covers all Licenses, which *the Customer* uses. Terrasolid warrants full compatibility between different products only, if the Customer maintains their Licenses at the same revision level (hereafter *Version*).
- 1.4. Any new License(s) acquired by the Customer will be added automatically to this Agreement.
- 1.5. If the Customer does no more use some of their Licenses, they can ask as follows:
  - a. To replace a License with new License to use some other Product.
  - b. Reduce the total number of Licenses by deactivate a part of the gratuitous Licenses. The Customer can ask Terrasolid to activate deactivated Licenses any time by paying an activation fee. Terrasolid does not accept to use different Versions, where a part of the licenses are in use without any maintenance.
- 1.6. The Agreement starts and ends as shown in the invoice of Terrasolid. In general, the validity period of the Agreement is one calendar year (from 1<sup>st</sup> of January until 31<sup>st</sup> December). To make an agreement for multiple calendar years is possible.
- 1.7. If the Customer or Terrasolid does not cancel the extension of the Agreement by sending a written notice to each other 30 days before the expiration day, the Agreement continues automatically in one (1) calendar year period without any notice.
- 1.8. Terrasolid reserves the right to change annually the terms and conditions as well as the prices of the Products and their maintenance fees. In such cases, Terrasolid shall inform the Customer by sending a written notice 60 days before the expiration day of valid Agreement.

## 2. The Content the Maintenance

### 2.1 Product Updates

- 2.1.1. The maintenance, provided under this Agreement, includes all updates and documents, which Terrasolid publish during the maintenance period. The Customer shall download the updates, user's guides and all associated material from Terrasolid's website at [www.terrasolid.com](http://www.terrasolid.com) and install or copy them to their PCs.
- 2.1.2. Each update supplied as a part of the Maintenance Agreement may, at the sole decision of Terrasolid, include bug corrections, performance improvements and new features to the Product.
- 2.1.3. Terrasolid does not make any warranties, expressed or implied, concerning the amount, extent or content of any update provided under this Agreement. *Any update shall be considered as the*

*original Product*, or, in the case of an updated User's Guide, as the material supplied with the Product. As such, all material supplied by Terrasolid after this Agreement are subject to the terms and conditions of the *Software License Agreement*.

## 2.2 User's Support

- 2.2.1 The User's Support of the Customer (hereinafter "*Support*") consists in general of replies to technical questions and reasonable efforts to resolve encountered problems. The Customer sends their queries by emails or calls to the Support line of Terrasolid. In problem hunting Terrasolid may request an example data set, with which the Customer shall provide Terrasolid. Terrasolid does not give any guarantee to resolve the problem. A new workflow can be kept as a problem-solving method, which may bypass bugs and missing features of the Product.
- 2.2.2 The Support does not include any training through web or training-in-house, any data processing services or any other consulting work. The content, extent and working methods of the support provided shall be decided, at the sole discretion of Terrasolid, the support shall be provided during the regular working hours (08:00 -16:00 UTC+2) in Finland.
- 2.2.3 If the Customer has a designated Distributor, the customer shall contact the Distributor to get "first call" technical support. If the customer does not have a designated Distributor, the Distributor does not respond or is incompetent to support, the Customer shall contact Terrasolid.
- 2.2.4 The Customer shall nominate one *Contact Person* at a time to communicate with Terrasolid. All technical support issues should be channeled through the contact person to Terrasolid and from Terrasolid to the other users.
- 2.2.5 Terrasolid may refuse to provide Maintenance and Support services for the following reasons:
  - i. Payment for products or services is overdue. Terrasolid, at their sole discretion, may suspend the rights of the Licensee to receive the services until full payment is made.
  - ii. It is determined or strongly doubt that the Customer does not have legal or otherwise valid License(s).
  - iii. The operating system or other user environment is incorrect, or the hardware does not comply with the specifications as shown in the User's Guide of the Product, Terrasolid web site or otherwise given to the Customer.
  - iv. The intellectual property rights of Terrasolid have been infringed by the Customer.
  - v. An error in Product is caused by incompatible or malfunctioning hardware

## 2.3 The Licenses

- 2.3.1 Terrasolid provides the Customer with new „License Keys“ (hereafter *Licenses*), which replace valid licenses for following reasons:
  - i. The new licenses are needed to run new versions of the Products.
  - ii. The operating system is updated, or the Customer changes the PC
  - iii. The status of the license changes from node-locked to network License or vice versa.
  - iv. The Customer and Terrasolid has agreed to activate a deactivated License as described in section 1.5.
- 2.3.2 The Customer must re-register the License, if requested. Terrasolid sends in first-hand the new licenses to the Contact person.
- 2.3.4 The Customer agrees to remove and delete all Licenses, which are replaced with new licenses, deactivated or for some other reason no more valid.
- 2.3.5 The Licenses are either Node-locked or Network („Pool“) Licenses after the selection of the Customer. A Node-locked license can be used only in registered PC. The Network license can be used in separate PCs at different time.
- 2.3.6 The Licenses are temporary and valid only during the Maintenance period as shown in the invoice for the maintenance fee. For practical reasons like in changing the version number, license updating, installing upgraded versions, paying invoices etc., the Licenses can be valid some months after the expiration day of the Agreement.

- 2.3.7 If the Customer terminates their Maintenance Agreement, Terrasolid replaces the License(s) by sending a *Perpetual Node-locked License*. The license is valid to the latest version of the Product after the terminated Agreement.

### **3 Maintenance Fees and Other Payments**

- 3.1** The Customer shall pay to Terrasolid a Maintenance Fee for all active Licenses. These Licenses are shown in the invoices and other documents, with which Terrasolid has provided the Customer. The total annual Maintenance Fee bases on the total number of Licenses of each Product, public prices, and the discount schema of Terrasolid as displayed at [www.terrasolid.com](http://www.terrasolid.com). The price for Node-locked and network (Pool) Licenses is the same.
- 3.2** In the event, where the Customer has allowed the maintenance of one or several Licenses to lapse or if the Customer did not elect maintenance at the time of Product purchase, the Customer shall pay a License Activation fee. The total is the number of lapsed years times the valid annual maintenance fee of each Product.
- 3.3** Terrasolid can invoice for the price difference of different Products, if the Customer changes their licenses. Terrasolid does not refund for deactivated Licenses.
- 3.4** The Customer shall pay the maintenance fee in one instalment within thirty (30) days from the invoice date. The interest shall accrue on overdue payments of such invoices at the rate of one and one half per cent (1.5%) per month.
- 3.5** All the fees and prices of Terrasolid are net prices (ExWorks Helsinki, VAT 0%). The Customer is responsible to pay for all local taxes, including but not limited to value added, sales, use, occupation, excise, property taxes and import duties.
- 3.6** Terrasolid shall inform the Customer of any changes in established maintenance fees by sending a writing notice 60 days before the expiration date of the Agreement.
- 3.7** Terrasolid invoices the Customer for any other services, which are not included in this agreement but agreed separately on case-by-case basis.

### **4. Miscellaneous**

- 4.1** Terrasolid have the right, without any liability, to delay the provision or not to provide the Customer with any Product Maintenance or Support in the event and to the extent that the delay or non-performance is due to an event of Force Major. Events of Force Major are events beyond the control of Terrasolid, which are not reasonably foreseeable and whose effects cannot be overcome without unreasonable expense and/or loss of time to Terrasolid.
- 4.2** In the event where Force Major delays the performance of Terrasolid for a continuous period of ninety (90) days or for 180 days in total in a calendar year, any of Terrasolid or the Customer shall have the right to terminate this Agreement with immediate effect by a written notice to the other one without any liability towards it.
- 4.3** Terrasolid may terminate this Agreement at any time, on his sole decision, without any prior notice. In such case, Terrasolid shall refund the Licensee the monthly-prorated portion of the balance of the payments remitted by the Customer. Furthermore, in cases where the Software License Agreement between Terrasolid and the Customer is terminated, for whatever reason, this Agreement shall also terminate with immediate effect.
- 4.4** This agreement is written in two identical originals in English, one for both parties. In case of any disputes or discords arise between the parties in connection with the execution of this agreement, the parties shall exert every effort to settle those by the way of negotiations.

The disputes and discords, which the parties fail to settle by the way of negotiations, shall be settled at the *Helsinki District Court in Finland* according to Finnish laws.

You have accepted this Agreement by sending a purchase order or any other written document and finally paid for the software maintenance fee to Terrasolid or their Distributor.

Please print and save this document for your future use.