

Terms and Conditions (Revised 31st March 2016)

GRAPHISOFT UK Limited ("Company") and Customer agree the following terms and conditions for the provision of the Upgrade and Support service (UAS):

1. Introduction

This UAS service covers all licences and services of the current software products detailed in the initial purchase invoice or GRAPHISOFT UK Ltd renewal notice advised to the Customer. Additional licences purchased with UAS in the future, will be included in the UAS service provided to the company.

2. Upgrade and Support Services Provided

Benefits and features are subject to change from time to time. For current information on UAS please visit the UAS Exclusive Downloads section of the Graphisoft website.

2.1. Software Updates

The Customer will receive all version updates of software for the term of this service. "Updates" are defined as error corrections, enhancements, new releases or other modifications to the Software that the Company makes generally available to customers with current Subscriptions. The Company reserves the right to charge for new or additional features it may develop from time to time and that are not included with Updates. Fees for these new or additional features will be in accordance with Company pricing in force at the time the new or additional features are released.

2.2 Keyplug Replacement

If appropriate for the Software, the Company will replace a lost or stolen Keyplug in accordance with Company policy. Declarations of a lost or stolen Keyplug must be supported by a police report, insurance claim, or other documentation.

The lost or stolen Keyplug becomes invalid at the time it is reported to the Company. If the lost or stolen Keyplug is recovered, End User will return it to Company immediately.

2.3 Support

First line telephone and email support services from Company at the published telephone number and email address. Support is provided for the ongoing use of the Software and is not intended and should not be considered a substitute for professional services or training. Company will attempt to answer Customer's specific questions. However support is offered on a good faith, diligent basis and Company may not be able to resolve every request.

Customers are strongly recommended and it is the Customers responsibility to maintain proper backup of their data. Under no circumstances will Company be responsible for lost or missing data.

3. Service Fee

The service fee is detailed in the initial purchase invoice or GRAPHISOFT UK Ltd renewal notice. If Customer has arranged to settle the UAS Subscription by instalment payments, by paying the first instalment, Customer commits to the full annual period of the subscription and may not terminate this part way through the 12 month period. All instalments must be paid in full.

3.1 Renewals Fee

All renewals start on the last day of the month in which the anniversary day falls. If payment is not received by the renewal date, Company reserves the right to withhold support and/or upgrade services until payment is received in full, and your UAS service will be labelled 'Suspended'. Suspended UAS services can be reinstated within the 3 months following suspension by paying the outstanding annual subscription in full. Suspended UAS services will be automatically lapsed following 3 months suspension.

Lapsed UAS services require a new agreement to be originated based upon the present published rates. Loyalty rates from lapsed agreements will not be honoured to a re-joined subscription.

4. Other Conditions

4.1 Validity of the Service Period

The service shall commence on the day payment is received. The UAS service shall continue in effect for the term defined in the initial purchase invoice or GRAPHISOFT UK Ltd renewal notice and thereafter shall automatically renew for successive terms until either party elects to terminate this service by giving notice of their intention a minimum of 60 days prior to the expiration of the term (either initial or renewal).

4.2 Termination of the Service

Where a partial termination is required, Customer may lapse up to a maximum of 25% of covered licences, at any one time, from UAS service by giving notice of their intention a minimum of 60 days prior to the expiration of the current term (either initial or renewal).

Company may terminate the UAS service by giving written notice of termination to the Customer upon the occurrence of any of the following events:

- a) Customer materially breaches the terms of the UAS service or the Licence Agreement, and such default is not resolved within the applicable resolution period.
- b) Customer fails to make payment prior to the renewal date(s) of the UAS service.
- c) Customer ceases business operations, is subject to any bankruptcy, insolvency, or similar proceeding, becomes insolvent, or makes an assignment for the benefit of creditors or a receiver is appointed for a substantial part of Customer's assets, or becomes unable to pay its debts when due.

4.3 Governing Law

These Terms and Conditions of the UAS service shall be governed by the laws of the England and Wales.

4.4 Warranties and Disclaimer

The Company will use commercially reasonable efforts to provide the Support Services in a professional manner. Nothing in this Agreement shall be construed as expanding or adding to the warranty for the Software set forth in the End User Licence Agreement or any other agreement with the Company governing use of the Software.

The software and all portions thereof, and any services are provided "as is." Except for any warranty, condition, representation, or term to the extent to which the same cannot or may not be excluded or limited by law applicable to Customer in its jurisdiction, the Company makes, and Customer receives, no warranties or conditions of any kind, express, implied, or statutory, related to or arising in any way out of this agreement or the provision of materials or services under this agreement. The Company specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

4.5 Limitation of Liability

The Company's aggregate liability for any breach of this agreement, use of the software or otherwise, shall in no event exceed the amounts actually received by the Company hereunder, except as otherwise required by applicable statutory law. In no event shall the Company have any liability for any special, punitive, indirect, or consequential damages, including, without limitation, damages for lost profits, loss of data, costs of procurement of substitute goods or services, loss of use of equipment or facilities, or interruption of business, arising in any way out of this agreement under any theory of liability, whether or not the Company has been advised of the possibility of such damages. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

Graphisoft UK Limited

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