

SimaPro Craft License Terms and Conditions

Version July 2025

These SimaPro Craft License Terms and Conditions apply to all SimaPro Licenses granted by PRé Sustainability B.V., whether obtained directly from PRé, or from a SimaPro Partner. SimaPro Licenses are granted only based on an Agreement.

1. Definitions

The definitions, used in these SimaPro Craft Terms shall have the following meaning:

"Affiliate"	with respect to any Party, any person or entity that is directly or indirectly Controlling, Controlled by or under common Control with such Party, where "Control" and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting shares, by contract, or otherwise.
"Agreement"	the agreement for obtaining one or more SimaPro Licenses and/or SimaPro Service Contracts and/or Database Licenses, as set forth in a SimaPro Order Form.
"Business Days"	all days of the week, with the exception of Saturdays, Sundays and public holidays in the Netherlands.
"Confidential Information"	information of a confidential nature of a Party, including but not limited to software, methods, knowhow, commercial information, business relations, technical information and designs, Personal Data and (data derived from) Third-Party Data.
"Controller"	the party who determines the purposes and means of a Data Processing.
"Customer"	the party, stated in the SimaPro Order Form, which obtains one or more SimaPro Licenses and/or Database Licenses and/or SimaPro Service Contracts.
"Database License"	the right, to be obtained separately from the SimaPro License, to access and use, in accordance with the applicable Third-Party EULA, Third-Party Data, made available through SimaPro, whether (i) as standard data sets, included at the time of initial licensing, or (ii) as additional datasets through subsequent licensing.

"Database License Fee"	the fee, payable by Customer in relation to a Database License.
"Data Processing"	any processing, as defined in article 4 of the GDPR, by a Party in relation to the Agreement, of Personal Data, received from the other Party.
"First Line Support"	basic technical support on the installation of SimaPro and/or basic troubleshooting with regard to Maintenance and/or answering use-related questions.
"Force Majeure Event"	any circumstances beyond PRé's reasonable control that prevent PRé from performing its obligations under the Agreement, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, acts of (cyber) crime, strikes or other labour problems (other than those involving PRé's employees), failures or delays of suppliers, or internet service provider failures or delays.
"GDPR"	Regulation (EU) 2016/679.
"IP"	intellectual property rights, anywhere in the world, whether registrable or not, including but not limited to patent rights, domain names, tradenames, copyrights, trademark rights, sui generis data base rights and trade secrets.
"Lead User"	the individual who serves as the head or coordinator of a defined group of students within an educational institution.
"License Start Date"	the effective date of a SimaPro License and/or Database License and/or SimaPro Service Contract.
"Maintenance"	the release of Major Releases, Minor Releases and Patches.
"Major Release"	a successive version of SimaPro containing features that are and/or functionality and/or Third-Party Data that is significantly different from the features and/or functionality and/or data of the then-current version.
"Minor Release"	a limited change to SimaPro to prevent defects or vulnerabilities or to improve functionality or implement changes to the Third-Party Data.
"Patch"	the remedy of a defect or vulnerability in SimaPro.
"Party, Parties"	PRé and/or Customer.
"Personal Data"	personal data as defined in Article 4 of the GDPR.
"PRé"	either PRé Sustainability B.V. or an Affiliate of PRé Sustainability B.V., as stated in the SimaPro Order Form.

“SCC’s”	the Standard Contractual Clauses, issued by the European Commission on 4 June 2021, or subsequent versions.
“Second Line Support”	technical support regarding license registration and license activation, and regarding errors or issues with data import and data export.
“Service Hours”	the hours from 8:30 AM to 5 PM CE(S)T on Business Days.
“SimaPro”	PRé’s proprietary standard life cycle assessment (LCA) software, offered under the brand name ‘SimaPro’.
“SimaPro Craft”	the on-premise, Single-User version or Multi-User version of SimaPro, offered by PRé under the name SimaPro Craft.
“SimaPro Help Center”	the online documentation and guidelines (as updated from time to time) for SimaPro, available at https://support.simapro.com/ .
“SimaPro License”	the non-exclusive, subscription or perpetual, non-transferrable, non-assignable, non-transferable, non-sublicensable right to use SimaPro Craft in accordance with this Agreement and the SimaPro Plan selected.
“SimaPro License Fee”	the fee, payable by Customer in relation to a SimaPro License.
“SimaPro License Terms”	these “SimaPro Craft License Terms and Conditions”.
“SimaPro Order Form”	the offer, made by PRé or a SimaPro Partner (as applicable), setting forth the details of the Agreement such as the agreed fees and term of the SimaPro License, Database License or SimaPro Service Contract.
“SimaPro Partner”	a distributor of SimaPro, authorized by PRé to offer SimaPro Licenses, Database Licenses and SimaPro Service Contracts.
“SimaPro Plan”	a specific configuration of SimaPro Craft as selected by the Customer at the time of obtaining, that determines the features, functionality, and usage limits available to Users, as further detailed in the SimaPro Help Center.
“SimaPro Service Fee”	the fee, payable by Customer in relation to a SimaPro Service Contract.
“SimaPro Services”	Maintenance and Support.
“SimaPro Service Contract”	the temporary right to use SimaPro Services, in addition to a perpetual SimaPro License.
“SimaPro Support Desk”	PRé’s support desk providing Support to Users.
“Support”	First Line Support, Second Line Support and Third Line Support.

"Third Line Support"	the highest level of technical support, handling complex issues that cannot be resolved under First Line Support or Second Line Support and that involves specialized troubleshooting, system analysis, and coordination with developers or external vendors to resolve critical technical problems.
"Third-Party Data"	the third-party datasets that are available to the Customer within SimaPro on obtaining a Database License.
"Third-Party EULA"	the respective end-user license agreements that apply to the Third-Party Data, as updated from time to time, available at https://simapro.com/end-user-license-agreements-databases/ .
"User"	any individual that is an employee, representative, consultant, contractor or (in case SimaPro Craft is obtained for educational purposes) PhD student or Lead User, authorized by Customer or (as applicable) Affiliate to use SimaPro Craft under a SimaPro License.
"Writing, Written"	sent, made up or confirmed (as applicable) in writing or electronically.

2. Agreement

2.1 Content and conclusion

Any Agreement consists of the SimaPro Order Form, these SimaPro License Terms and such other terms as explicitly agreed by the Parties in Writing. The Agreement is concluded by (electronic) signature by Customer of the SimaPro Order Form, issued by PRé or a SimaPro Partner. If the acceptance is conditional, the condition in question does not apply until an authorized representative of PRé has explicitly agreed to it in Writing. No (general) terms of Customer apply to the Agreement and the applicability of such terms is explicitly rejected by PRé.

2.2 Order of legal prevalence

In the event of a conflict between the terms of the SimaPro Order Form and of these SimaPro License Terms, the terms of the SimaPro Order Form shall prevail.

3. SimaPro License

3.1 General

Under a SimaPro License, Customer is entitled to install and use SimaPro Craft as set forth in the SimaPro Plan and the SimaPro Help Center, in accordance with these SimaPro License Terms. PRé reserves all rights not expressly granted under the Agreement. SimaPro Craft may only be used for the purpose for which it is designed. Customer is not entitled to split or separate a bundle of SimaPro Licenses in any way whatsoever.

3.2 Permitted use

SimaPro Craft shall only be used for Customer's own business or (depending on the SimaPro Plan

selected) educational, purposes, as set forth at <https://simapro.com/plans/#compare>. A SimaPro License for educational purposes is provided only to educational institutes, on the condition that SimaPro is used for educational, non-commercial purposes only. PRé may, before granting a SimaPro License for educational purposes, require that the Customer provides a Written statement that SimaPro shall only be used for educational, non-commercial purposes.

3.3 Registration of User

The use of SimaPro Craft is, regardless of the type of SimaPro License obtained, restricted to registered, named Users that are employed or contracted by Customer. Unless otherwise agreed in Writing, the Customer must obtain a SimaPro License (in case of a Single-User SimaPro License) or licensed seat (in case of a Multi-User SimaPro License) for each individual User. The User, registered with PRé, can be replaced by another User, provided that (i) the change is reported by Customer to PRé by email at sales@simapro.com, or in such other manner as communicated by PRé to Customer, and (ii) the new User is registered by PRé, as confirmed by PRé to the Customer in Writing. PRé may require Users to log in and authenticate themselves to get access.

3.4 Types of SimaPro Licenses

SimaPro Licenses are either perpetual or subscription-based and may be obtained as a Single-User SimaPro License or a Multi-User SimaPro License, depending on the SimaPro Plan selected, as specified in the SimaPro Order Form. The limitations of the use of a Single-User SimaPro License, respectively Multi-User SimaPro License are set forth under 3.5 and 3.6.

3.5 Single-User SimaPro License

A Single-User SimaPro License allows Customer to install and use one copy of the standalone version of SimaPro Craft on a specific, single device. Only the named User for whom a Single-User SimaPro License is obtained or a student, authorized by a Lead User, is entitled to use this copy. Under a Single-User SimaPro License, SimaPro Craft may not be shared or accessed by multiple Users.

3.6 Multi-User SimaPro License

A Multi-User SimaPro License allows Customer to install one (1) copy of the network version of SimaPro Craft on its network server. Only named Users for whom a seat under a SimaPro Multi-User License is obtained are entitled to use this copy.

4. Affiliates

The Customer shall have the right to obtain SimaPro Licenses, Database Licenses and SimaPro Service Contracts for use by an Affiliate, and that Affiliate shall have the right to use SimaPro Craft, provided that: (i) the Customer remains the sole contracting party under this Agreement; (ii) the Customer binds that Affiliate explicitly to any applicable Third-Party EULA's and provides proof thereof at PRé's first request; (iii) that Affiliate complies with all restrictions and obligations applicable to the use of SimaPro Craft and Third-Party Data as if it were Customer; and (iv) the Customer accepts full responsibility and liability for any acts, omissions, or non-compliance by

that Affiliate. Regardless of any provision to the contrary in these SimaPro License Terms, no Affiliate shall be entitled to grant the use of SimaPro Craft to any third party without the prior Written consent of PRé.

5. Third-Party Data

5.1 Third-Party EULA

A Database License provides the authorized User(s) with access to specific Third-Party Data. Access to and use of Third-Party Data is subject to acceptance, by Customer, of the relevant Third-Party EULA, issued by the provider of the relevant Third-Party Data. Customer unconditionally accepts the relevant Third-Party EULA and any updated version thereof. In the event of a conflict between the Third-Party Data EULA and the terms of the Agreement, the Third-Party EULA prevails over the terms of the Agreement with regard to the use of the relevant Third-Party Data.

5.2 Disclaimer

Third-Party Data are provided AS IS without any responsibility or liability of PRé, and Customer explicitly waives any right to claim damages from PRé that are caused by incorrect, incomplete, unavailable or otherwise non-conforming Third-Party Data or changes to Third-Party Data. The Customer acknowledges that PRé does not control the maintenance, updates, or content of Third-Party Data and that any changes to such data are beyond PRé's responsibility.

6. Term and termination

6.1 License Start Date

The License Start Date shall be the date, stated in the Written confirmation of the Customer's order.

6.2 Initial term

The initial term of a subscription SimaPro License and Database License or SimaPro Service Contract shall be as stated in the SimaPro Order Form, from the License Start Date onwards. If an additional Database License is obtained by the Customer after the License Start Date of the related SimaPro License, the initial term of that Database License shall run until the end of then-current term of the related subscription SimaPro License or (in case of a perpetual SimaPro License) SimaPro Service Contract.

6.3 Termination and renewal

Subscription SimaPro Licenses, Database Licenses and SimaPro Service Contracts cannot be terminated before expiry of their term. Unless otherwise agreed in Writing, Subscription SimaPro Licenses, Database Licenses and SimaPro Service Contracts shall be renewed automatically, except if terminated by either Party, by serving a Written notice of termination to the other Party at least 3 months prior to the expiry of the then-current term. Unless otherwise agreed in Writing, each renewal term shall be one (1) year from the renewal date.

6.4 Termination for cause

Each Party may immediately terminate the Agreement and any subscription SimaPro License, Database License and SimaPro Service Contract thereunder, in whole or in part, for cause, by Written notice to the other Party: (i) if the other Party materially breaches the Agreement and has not remedied the breach within thirty (30) days from the date of a Written default notice, served to the defaulting Party, requiring the breach to be remedied, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Further, a Database License terminates immediately on the termination of a Third-Party EULA, for whichever reason.

6.5 Termination of SimaPro License, obtained from SimaPro Partner

Termination notices pertaining to SimaPro Licenses, Database Licenses or SimaPro Service Contracts, obtained from a SimaPro Partner, shall be legally valid only if addressed and sent to the SimaPro Partner. A termination addressed to PRé shall not be considered a valid termination.

6.6 Effect of termination

Upon termination of a subscription SimaPro License, for whichever reason, Customer shall cease using SimaPro and any Third-Party Data, permanently delete all copies thereof from its systems and, upon request, certify in Writing to PRé that such deletion has been completed. Upon termination of a subscription SimaPro License or SimaPro Service Contract, for whichever reason, any outstanding fees shall become immediately due and payable.

6.7 Consequences of termination for cause

If PRé terminates a subscription SimaPro License, Database License or SimaPro Service Contract due to a breach by Customer, including termination by Customer before expiry of its term, any SimaPro License Fees, SimaPro Service Fees and Database License Fees that Customer would have been obliged to pay for the remaining term of the SimaPro License, Database License, or SimaPro Service Contract if the termination would not have occurred shall become immediately due and payable.

6.8 Surviving terms

Any provisions that, by their nature, are deemed to survive termination of the Agreement, will continue to be in effect, including but not limited to sections 9 (Limited warranty), 10 (Intellectual Property), 11 (Confidentiality), 14 (Monitoring and audit), 16 (Liability and indemnification), 18 (Notices), 19 (Choice-of-law and dispute resolution) and 20 (General).

7. Delivery

SimaPro Licenses, SimaPro Service Contracts and Database Licenses are delivered by providing a registration code or download link (as applicable). PRé or (if applicable) SimaPro Partner are entitled to require advance payment of the applicable fees as a condition for delivery. Customer shall provide the required usernames prior to delivery of the SimaPro License. The procedure for installation and activation of SimaPro Craft is described in the SimaPro Help Center. If the hardware on which SimaPro Craft is installed is replaced, a new activation code may be required.

PRé may refuse to issue a new activation code if it has reasonable grounds to suspect a breach of this Agreement.

8. Maintenance and Support

8.1 General

For the first twelve (12) months from the License Start Date of a perpetual SimaPro License, Maintenance and Support are available to Customers free of charge. After this twelve (12)- month term Customer shall, in order to continue to be entitled to Maintenance and Support, obtain a SimaPro Service Contract. If the perpetual SimaPro License is a Multi-User SimaPro License, the Customer shall obtain a SimaPro Service Contract for each licensed seat. Maintenance and Support are included under a subscription SimaPro License.

8.2 Maintenance

PRé may release Major Releases, Minor Releases and Patches as it deems appropriate and, to the extent pertaining to Third-Party Data, at any time if and when the relevant provider of the Third-Party Data make changes to the Third-Party Data. Customer is responsible for timely deploying any Major Releases, Minor Releases and Patches.

8.3 Consequence of maintenance

Minor Releases and Major Releases shall not entail a material decrease of the functionality and features of the then-current version of SimaPro, but PRé does not warrant that any specific functionality or feature in SimaPro will always be retained after such release(s).

8.4 Support

Support is provided by the SimaPro Support Desk, during Service Hours, on a commercially reasonable efforts basis. The SimaPro Support Desk can be contacted as set forth in the SimaPro Help Center. PRé may, at its sole discretion, at any time, opt to provide Support to selected, qualified Users only. PRé reserves the right to refuse Support, if the request demands, in PRé's opinion, an unreasonable level of support, whether due to excessive complexity, repetition without following prior instructions, being outside the scope of service, requiring disproportionate time and resources or otherwise. In case of questions regarding Third-Party Data, PRé may, at all times, refer the relevant User to the provider of such data. After the release of a Major Release, PRé will use reasonable efforts to continue to provide Third Line Support on the preceding and older versions of SimaPro but reserves the right to discontinue such support at its discretion.

8.5 Support by SimaPro Partner

If the SimaPro License is obtained through a SimaPro Partner, First-Line Support may be provided by the SimaPro Partner instead of PRé. If First-Line Support is provided by the SimaPro Partner, PRé reserves the right to provide Second Line Support and Third Line Support to Customer through the SimaPro Partner only.

9. Limited warranty

9.1 General

PRé warrants that SimaPro Craft shall be free from material defects from the date of delivery, for a period of ninety (90) days from delivery to Customer, provided that SimaPro Craft is used in accordance with the SimaPro Help Center. PRé does not warrant that the functionality of SimaPro Craft will meet Customer's requirements, that SimaPro Craft is fit for any particular purpose or that SimaPro Craft will run without interruption, or error free, virus free or that defects will be corrected, or that any advice, support or other information provided by PRé, whether orally or in Writing and including via the SimaPro Help Center, will be accurate, complete or free from errors. A demo version of SimaPro Craft is available to Customer to assess whether SimaPro Craft is suitable for its intended use. The demo version is provided for evaluation purposes only and may differ from the full version in terms of features or performance. It is the responsibility of Customer to make back-ups of any relevant data, including SimaPro output data, and to take all steps to ensure that SimaPro Craft or Third-Party Data do not damage Customer's information or system.

9.2 Remedies

In the event of a breach by PRé of the warranty under 9.1, or of any other defect or non-conformity in SimaPro Craft, PRé will use, provided the defect or non-conformity is material, commercially reasonable efforts to correct the non-conforming or defective part in SimaPro Craft. If PRé is unable, using commercially reasonable efforts, to correct such non-conforming part in SimaPro Craft within thirty (30) days from the day on which PRé received the notification of the defect or non-conformity, Customer may elect to terminate the SimaPro License(s) in question and receive a (in case of a subscription SimaPro License pro-rated) refund of the SimaPro License Fee paid for that SimaPro License(s). Notwithstanding any provisions in the Agreement, the obligations and rights stated in this section 9.2 are PRé's sole and exclusive liability respectively Customer's sole and exclusive remedy in the event of any non-conformity of or defect in SimaPro Craft.

9.3 No IP infringement

PRé warrants that SimaPro Craft does not infringe the IP of a third party and shall indemnify and hold Customer, subject to Customer's compliance with section 9.4, harmless for any and all damages arising from a breach of the warranty, to the extent such breach and resulting damages are determined by a final judgment of a court of competent jurisdiction.

9.4 Conditions warranty

If Customer receives a claim from a third party, based on the assertion that SimaPro Craft infringes its IP, Customer shall (i) immediately notify PRé in Writing of the claim and its content; and (ii) give PRé sole control of the defence and settlement of the claim, whether in or outside court; and (iii) provide PRé with all requested cooperation, powers and information to conduct such defence and/or make such settlements. Failure to comply with these conditions will result in Customer's forfeiture of the rights stated under 9.3.

9.5 PRÉ's rights in case of infringement

If the use of SimaPro Craft is claimed, by a third party, to infringe on that party's IP or other rights or the use of SimaPro Craft PRÉ is, at all times, entitled to modify SimaPro Craft in such a way that the use of SimaPro Craft is no longer infringing, or procure for Customer the right to continue the use of SimaPro Craft or to use equivalent software.

9.6 Exceptions

The warranties in sections 9.1 and 9.3 do not apply, and PRÉ incurs no liability towards Customer, to the extent that the breach is caused by (i) the use or combination of SimaPro Craft with any hardware, software, products, data, or other materials not developed or provided by PRÉ, and/or (ii) the modification or alteration of SimaPro Craft by anyone other than PRÉ.

9.7 No other warranties

Other than as stated in this section 9 PRÉ does not make, and expressly disclaims to the fullest extent permitted by applicable law, any warranties of any kind, whether express, implied, statutory or otherwise with regard to SimaPro, including warranties of merchantability, fitness for a particular use or purpose, title, noninfringement, the absence or correction of defects or uninterrupted use of SimaPro.

10. Intellectual Property

10.1 Proprietary Works

PRÉ and/or its licensors (including providers of Third-Party Data) hold all IP and other rights in (i) (all components or versions of) SimaPro, the SimaPro Help Center and the Third-Party Data, including all related works and materials thereto, such as designs, specifications, interfaces and documentation; and in (ii) any other works and materials in which PRÉ owns IP on the date of signature of the Agreement and in and to all enhancements, customizations and modifications to any of the foregoing ("**Proprietary Works**"). No IP is granted to Customer or to any other party under the Agreement.

10.2 Restrictions and obligations

Customer shall strictly comply with the following obligations and restrictions:

- (a) not use the Proprietary Works for any purpose other than the purposes explicitly set forth in the Agreement;
- (b) not permit any third party to access the Proprietary Works except where expressly permitted under the Agreement;
- (c) not create any derivative works based on the Proprietary Works or change the Proprietary Works;
- (d) not copy, frame, mirror or make available to the public any part or content of the Proprietary Works;
- (e) not reverse engineer, decompile or disassemble the Proprietary Works;
- (f) not remove any copyright notices, trademarks or tradenames from the Proprietary Works;

- (g) not grant any limited rights or ownership in the Proprietary Works or in a carrier on which Proprietary Works are stored;
- (h) not access the Proprietary Works in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Proprietary Works;
- (i) not commercially exploit the Proprietary Works, whether by rent, lease, loan or otherwise;
- (j) not use any information disclosed by PRé, relating to the Proprietary Works to contest the validity of PRé's IP;
- (k) not take any action which may adversely affect or impair PRé's IP.

10.3 Users

Customer shall explicitly impose the obligations and restrictions under 10.2 on every User before such User accesses SimaPro Craft and provide Written proof thereof to PRé on PRé's first request. Customer shall indemnify and hold PRé harmless from any damages, claims, or losses arising from Customer's failure to comply with this section 10.3.

10.4 Obligations in case of violation

If Customer becomes aware of any violation or suspected violation of the obligations and restrictions under 10.2, Customer shall immediately notify PRé in Writing and take all necessary steps to remedy the violation, including but not limited to purchasing the licenses for the unlicensed devices and users, or where this is not possible, by revoking unauthorized access, removing infringing copies, and requiring Users to comply with section 10.2. Customer agrees to fully cooperate with PRé in any legal or technical measures taken to enforce compliance, including providing documentation, testimony, or other evidence.

10.5 Remedies in case of violation

Any non-compliance with section 10.2 will constitute a material, non-curable breach of the Agreement, entitling PRé to immediately suspend or terminate the Agreement in whole or in part without any liability and without prejudice to any other rights and remedies available to PRé under the Agreement or at law.

10.6 Feedback

If Customer provides PRé with reports, feedback, proposals or suggestions regarding SimaPro, PRé shall have the right to use such feedback, proposals or suggestions to improve its products and/or services, including, without limitation SimaPro.

11. Confidentiality

11.1 General

Either Party shall, if it receives Confidential Information from the other Party:

- (a) keep that Confidential Information strictly confidential and not share it with any third parties except where necessary to perform its obligations under the Agreement;
- (b) apply adequate security measures (of at least industry standard level) to protect that Confidential Information against unauthorized access.

11.2 Permitted use

Either Party may share the other Party's Confidential Information with its officers, employees, professional advisors and contractors only on a need-to-know basis, and provided that such parties or persons are bound by confidentiality obligations no less strict than the obligations stated under section 11.1.

11.3 Exempted categories

The following categories of information do not qualify as Confidential Information:

- (a) information that was in the possession of the receiving Party prior to the date of disclosure; or
- (b) information that has become publicly known through no act or default of the receiving Party; or
- (c) information that the receiving Party has obtained from a third party without breaching an obligation of confidentiality;
- (d) information that the receiving Party is ordered to disclose by a competent judicial or governmental authority.

11.4 Government order

In case of an order as stated under 11.3 (d) the receiving Party shall inform the disclosing Party of the order as soon as possible, provided that the receiving Party is authorized to do so under the relevant order.

11.5 Consequences of termination

Upon termination of the Agreement, the receiving Party shall immediately return all Confidential Information, documents and other property of the disclosing Party to the disclosing Party. The Receiving Party may retain one copy of Confidential Information, if necessary to comply with mandatory law or to demonstrate compliance with its obligations under the Agreement.

12. Privacy and Security

12.1 Personal Data Processing

The Party that determines the purpose and means of the Data Processing, qualifies as the Controller regarding such Data Processing. Each Party shall, when performing such Data Processing, fully comply with any laws, applicable to such Processing, including the GDPR. Where the performance of the Agreement entails the transfer of Personal Data to a third country (within the meaning of Chapter V of the GDPR) that is not subject to an adequacy decision under Article 45(1) GDPR and no other appropriate safeguards under Article 46(2) GDPR are in place, the Parties agree on the applicability of the SCC's (Module One: Controller-Controller) that are hereby incorporated by reference. For the purposes of Clause 17 and 18 of the SCC's, the Parties agree that sections 19.1 and 19.2 of these SimaPro License Terms apply mutatis mutandis. The competent supervisory authority is the Dutch DPA.

12.2 Security

PRé has implemented organizational and technical security measures with regard to the development and distribution of SimaPro Craft. Specific information on the security measures can be obtained by Customer from the SimaPro Support Desk. Customer is responsible for securing its own infrastructure, for implementing adequate access controls to prevent unauthorized use of SimaPro Craft and for timely applying any Patches or collaborating with any other security measures, when requested by PRé. PRé is not liable for security incidents arising from Customer's failure to apply Patches or maintain appropriate security measures.

12.3 Disclaimer

PRé will continue to assess, during the Agreement, the adequateness of the security measures implemented but does not warrant that they will always, and under all circumstances, be effective or meet any specific requirements.

13. General warranty

Each Party represents and warrants that: (i) it has obtained all necessary approvals, consents and authorizations to enter into the Agreement and to perform and carry out its obligations under the Agreement and that (ii) the person executing the Agreement on the Party's behalf has express authority to do so and to bind the Party. Each Party also represents and warrants that it shall comply with the applicable laws in respect of the performance of its obligations under the Agreement.

14. Monitoring and audit

14.1 Monitoring

PRé reserves the right to monitor, access, and review any data, content, or activity of Customer with regard to SimaPro to (i) ensure Customer's and any User's compliance with the Agreement and to (ii) maintain the security and integrity of SimaPro and/or the Third-Party Data, and to (iii) improve the quality and functionality of SimaPro. Customer agrees to such monitoring activities and shall (where required under the applicable law) obtain any User's explicit consent to such activities, and acknowledges that PRé may use automated tools or manual processes to carry out monitoring.

14.2 Audit

Customer agrees to allow PRé to examine, inspect and assess Customer's records and IT systems to assess whether Customer complies with the Agreement ("**Audit**"). Customer agrees to, at PRé's request, provide all information, cooperation, and access as - in PRé's reasonable discretion - necessary for PRé to conduct the Audit. The Audit shall be conducted by an authorized representative only, such representative to be an internationally qualified third party. The Audit shall be conducted during business hours at Customer's premises or (if Customer's IT system is located at a third party's premises) at the third party's premises). Customer shall, for this purpose, provide access to its premises and/or (if applicable) procure access to the third party's premises to enable PRé to conduct the Audit. A certified public accounting firm or a certified IT auditor will automatically be deemed an internationally qualified third party. Audits will be made

no more frequently than once per year, or when PRé has reasonable grounds to suspect any non-compliance of Customer with the Agreement. PRé will give Customer prior Written notice of the date of the Audit and of the name of the authorized representative who will be conducting the Audit. The Audit will be conducted at PRé's expense, unless where the results of the Audit establish that Customer has materially breached the Agreement (e.g. use of SimaPro that is not fully paid for), in which case Customer shall compensate PRé by payment of an additional License Fee and the reasonable expenses of the Audit, in addition to any other rights PRé may have, under the Agreement or at law.

15. Pricing and payment

15.1 Pricing

The price at which SimaPro Licenses, Database Licenses and SimaPro Service Contracts are offered will be yearly updated. Current prices may be published at <https://simapro.com/plans/>, and/or communicated by PRé or (if applicable) the SimaPro Partner. PRé will be entitled to increase the price of Database Licenses at any time, in accordance with any price increases made by the providers of the relevant Database Licenses.

15.2 Fees and invoicing

The SimaPro License Fee, Database License Fee and/or SimaPro Service Fee, as applicable, shall be as stated in the SimaPro Order Form. PRé is entitled to change the SimaPro License Fee, Database License Fee and SimaPro Service Fee on each renewal of the SimaPro License, Database License, or SimaPro Service Contract (as applicable). Additionally, PRé is entitled, if and when the provider of the relevant Third-Party Data increases the price for providing the relevant Third-Party Data, to increase the Database License Fee accordingly. PRé shall invoice all fees on a yearly basis, in advance. Customer shall pay invoices within thirty (30) days from the invoice date. If the SimaPro License, Database License or SimaPro Service Contract in question is obtained via a SimaPro Partner, Customer acknowledges that payments are processed through the SimaPro Partner, and PRé's obligations under the Agreement commence or continue only after full receipt of payment from the SimaPro Partner.

15.3 Overdue payments

If Customer fails to pay an invoice to PRé or to the SimaPro Partner (as applicable) within the payment term, PRé is entitled to suspend its obligation to provide Maintenance and Support. If Customer fails to pay an invoice within an additional thirty (30) days from the date of a default notice, sent to Customer regarding the failure, PRé shall be entitled to terminate the subscription SimaPro License or SimaPro Service Contract to which the invoice pertains. Moreover, Customer shall owe statutory commercial interest (ex 6:119a BW) on the unpaid amount.

15.4 (Extra) judicial costs

If Customer fails to pay the claim within the term set forth under section 15.3 PRé may pass on its claim for collection. Customer shall be liable for any actual cost of such collection, both extrajudicial and judicial, at a minimum of fifteen (15) % of the total outstanding amount.

16. Liability and indemnification

16.1 Limitation

PRé's total aggregate liability, arising out of or related to the Agreement, to Customer shall not, regardless of the legal ground of the claim, exceed, per event or series of related events, the sum of all SimaPro License Fees, Database License Fees and SimaPro Service Fees, paid by Customer to PRé under the Agreement in the twelve (12) months preceding the event (or first of a series of events) causing the damage.

16.2 Exclusion indirect damages

In no event shall either Party be liable to the other Party for any indirect, incidental or consequential damages, including but not limited to loss of profits or revenue, loss of data, third party damages and governmental fines, regardless of whether such damages were foreseeable and of whether the Party has been advised of the possibility of such damages.

16.3 Exceptions

The limitations stated in section 16.2 and 16.1 shall not apply: (i) to the extent the damages are caused by willful intent or gross negligence of the relevant Party's management, or (ii) to the extent prohibited by applicable law or (iii) to a Party's liability under an indemnification obligation or (iv) to Customer's liability in case of a violation of the obligations and restrictions set forth in section 10.2.

16.4 Expiration

Customer's right to claim damages from PRé lapses if the claim is not submitted within one (1) calendar year from the date on which the first of the events leading to the damages occurred.

16.5 Third-party claims

Customer shall indemnify and hold PRé harmless from and against any third-party claims (including by Affiliates) and all related damages, losses and expenses arising out of or relating to the use of SimaPro by or on behalf of Customer, to the extent that such claims exceed the liability limitations or caps set forth in section 16.

17. Force Majeure

PRé shall not be liable to the Customer for any failure or delay in performance under the Agreement which is due to a Force Majeure Event. Upon becoming aware of a Force Majeure Event PRé will notify the Customer of the Force Majeure Event in Writing and use reasonable endeavors to mitigate the effects of the Force Majeure Event for the Customer or Affiliate (as applicable) . If PRé is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than one (1) calendar month, either Party will be entitled to terminate the Agreement or, if the performance of the Agreement is partly affected by the Force Majeure Event the part of the Agreement that is affected.

18. Notices

Any notice, given by either Party to the other Party regarding the Agreement, shall be given by email, to the representatives stated in the SimaPro Order Form, at the email addresses stated, or such other representative as communicated to the other Party in Writing. A notice will be deemed received on the date of delivery of the email to the receiving Party's email server, such delivery to be demonstrated by the sending Party. If the time of delivery is not between 9 AM and 5 PM CE(S)T, on Business Days, then the notice shall be deemed received at 9 AM CE(S)T the next Business Day.

19. Choice-of-Law and dispute resolution

19.1 Choice-of-law

The Agreement is governed by and construed in accordance with Dutch law, excluding its articles regarding conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

19.2 Dispute resolution

Any dispute arising from this Agreement shall fall under the exclusive jurisdiction of the competent court in Utrecht, the Netherlands, which shall have sole authority to adjudicate such disputes.

20. General

20.1 Severability

If a court or other competent authority determines any provision of the Agreement to be unlawful and/or unenforceable, the other provisions of the Agreement will continue to be in full force and effect. The Parties will negotiate to replace the unlawful and/or unenforceable provision by a provision that is lawful and enforceable while reflecting the purpose of the provision replaced as much as possible.

20.2 Assignment

Except where explicitly stated in these SimaPro License Terms, neither Party may, without the prior Written consent of the other Party, assign, transfer, or (sub) license any right under the Agreement to a third party, except in the context of a general transition of assets, e.g. merger or acquisition.

20.3 No third-party beneficiaries

The Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

20.4 Entire agreement

The Agreement shall constitute the entire agreement between the Parties in relation to its subject matter, and shall supersede all previous agreements, arrangements and understandings between the Parties in respect of its subject matter, whether made in writing or oral.

20.5 Amendments

The Agreement can be amended only by a document in Writing, signed by an authorized representative of both Parties, provided that PRé shall be entitled always to unilaterally make amendments to these SimaPro License Terms by a Written notice to the Customer, providing a summary of the terms to be amended and the effective date of the amendment(s), served at least one (1) month prior to such effective date. If the amended terms materially deteriorate the Customer's position regarding the use of SimaPro (to be demonstrated by the Customer), the Customer is, subject to section 20.6, entitled to terminate the SimaPro License in question, per the effective date of the amendment(s). To that effect, Customer shall serve a Written notice, including the alleged deterioration, to PRé within twenty-one (21) days from the date of PRé's amendment notice. If (i) PRé does not timely receive Customer's termination notice, or (ii) PRé does not accept the Customer's justification or (iii) the Customer continues to use SimaPro Craft after the effective date of the amendment(s), the amended SimaPro License Terms shall be deemed accepted.

20.6 Exception in case of changes to law/regulations

Customer is not entitled to exercise the termination right set forth under 20.5 if the amendment(s) is/are, at the sole discretion of PRé, necessary to comply with (changes to) (i) the laws and regulations that apply to PRé and/or to any products or services provided by PRé to Customer, or (ii) requirements set by a provider of the Third-Party Data. In case of such unilateral changes, PRé shall notify Customer in Writing, providing (i) a summary of the terms to be amended, and (ii) the effective date of the amendment(s). From the effective date notified, the amended Agreement shall apply.

20.7 Disclaimer SimaPro Partner

PRé shall not be responsible for any actions, omissions, representations, or misrepresentations made by any SimaPro Partner, including but not limited to, inaccurate pricing, product descriptions or other information, additional warranties, service commitments, service delivery or unauthorized amendments to the Agreement. The Customer acknowledges that any agreements, obligations, or claims arising from interactions with a SimaPro Partner are solely between the Customer and the SimaPro Partner.