

**STANDARD TERMS AND CONDITIONS
FOR LICENSING OF THE PIPING ADD-ON FOR TEKLA STRUCTURES
BY PARAMATIC (PTY) LTD**

1 DEFINITIONS

In these Terms and Conditions, the following words and expressions shall have meanings hereby assigned to them, unless the context expressly requires otherwise:

'Affiliate' means another entity controlled by or under common control with the Customer.;

'Agreement' means the agreement of the Parties consisting of both a signed Order Form and these Terms and Conditions;

'Application' means any programmed component or executable that interacts with the Software using the Software's Open API

'Authorized Affiliate' means an Affiliate that is authorized to use the Software within the License Parameters and is located within the Territory;

'Confidential Information' means the Software, Documentation and any information and material in whatever form of either Party that is marked as confidential

'Customer' means the Party identified as such in the Order Form

'Error' means a defect or fault in the Software which prevents the Software from operating substantially in accordance with the Documentation.

'License' means the license to Software granted pursuant to the Agreement.

'License Fees' mean the amounts specified on the Order Form and payable by the Customer in consideration of the grant of License pursuant to the Agreement.

'License Key' means a technical solution that is required to enable the User to access the Software;

'License Parameters' means the License Type, Territory and License Term, defined in Clause 5.4 or Clause 5.5, as applicable, unless otherwise set forth in the Order Form;

'License Term' means the term of the license as defined in Clause 5.4 or Clause 5.5, as applicable;

'Licensor' means ParaMatic (Pty) Ltd;

'Maintenance Services' means the maintenance and support services for the Software referred to in Clause 9.1;

'Maintenance Term' means the term defined in Clause 9.3;

'Order Form' means the cover page of the Customer Order and Software License Agreement signed by the Customer and the Licensor;

'Professional Consultant' means any third-party consulting company that provides services including, without limitation, engineering, drafting, or detailing services to the Customer or its Authorized Affiliate using the Software.

'Services' means the services (if any) agreed to be provided by the Licensor to the Customer pursuant to Clause 9 that may include delivery, installation and training but excluding Maintenance Services;

'Software' means ParaMatic Piping software product(s) specified on the Order Form, including any Sub-releases and Main Releases as may be issued to the Customer during the Subscription Term;

'Subscription Period' means the term of validity of a subscription-based license specified on the Order Form, where applicable, and as further set forth in clause 5.5

'Territory' means the country where the Customer is established unless otherwise set forth in the Order Form.

'User' means an individual employed by the Customer, an Authorized Affiliate or a Professional Consultant, as applicable, who has been assigned a valid License Key in order to use the Software on the Equipment. For the purposes of this definition, "employees" shall be deemed to include self-employed contractors using the Software pursuant to an agreement with the Customer, an Authorized Affiliate or a Professional Consultant;

2 AGREEMENT FOR LICENSE

- 2.1 The Agreement and any documents annexed thereto or referred to therein set out the entire agreement between the Parties;
- 2.2 Except as permitted by the Agreement, installation, uploading, access, copying, or use of the Software, any part of it or any accompanying Documentation or materials, is unauthorized and constitutes a material breach of this Agreement;

3 PAYMENT

- 3.1 The License Fees shall be payable to the Licensor on the dates stated in the Order Form.
- 3.2 Interest on all overdue payments shall accrue at the rate of ten per cent (10%) per annum.
- 3.3 The License Fees and fees for Maintenance Services and other Services stated in the Order Form are exclusive of Value Added Tax or any other taxes, levies, duties, fees, assessments or other charges.

4 DELIVERY

- 4.1 The Software is accessible either (i) by installing the Software from the media delivered to the Customer by the Licensor or (ii) by downloading the Software from an electronic site provided by the Licensor, as applicable.
- 4.2 The Customer shall conduct sufficient testing of the quality of the results and operation of the Software using the Customer's test data prior to commencing operational use of the Software.

5 INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT

- 5.1 Ownership of any intellectual property rights in the Software, shall be vested in ParaMatic (Pty) Ltd.
- 5.2 The Licensor grants to the Customer a non-exclusive, non-assignable and non-transferable license to install the Software on the Equipment and to use the Software subject to the License Parameters.
- 5.3 The License Type is specified on the Order Form. Unless otherwise specified, the license type shall be a Floating Domestic License.
- 5.4 (a) Floating licenses means that the number of Users using the Software is limited to the number of licenses purchased by the Customer. (b) Evaluation licenses are for purposes of technical or commercial evaluation or demonstration by the Customer and use for commercial purposes is excluded.
- 5.5 The Subscription Period of a subscription-based License is either a fixed term or "recurring" as specified on the Order Form. A fixed Subscription Period shall expire on the specified date. A recurring Subscription Period shall renew automatically for subsequent Subscription Periods equally long to the initial Subscription Period (one year or longer) specified on the Order form until terminated (i) by either the Licensor or the Customer subject to a notice in writing issued no later than three (3) months prior to the end of the then-current Subscription Period;
- 5.6 The Customer or an Authorized Affiliate shall be entitled to make a reasonable number of backup copies of the Software for backup purposes only.
- 5.7 The Software is confidential and the Customer shall not, and shall ensure that the Authorized Affiliates or any person who has access to the Software, including Professional Consultants, do not disclose any part thereof to any third party, or allow any copies to leave the Customer's, or any Authorized Affiliate's or Professional Consultant's possession or control.
- 5.8 The Customer shall ensure that any copy of the Software and Documentation made pursuant to Clause 5.5 includes original markings of ParaMatic's ownership of intellectual property rights (including copyright notices and the like) and statements that the Software contains information confidential to ParaMatic. The Customer

shall comply with any directions of ParaMatic or the Licensor concerning the form and content of such markings and statements.

5.9 The Customer shall not, and the Customer shall ensure that the Authorized Affiliates and Professional Consultants do not:

- (a) copy the whole or any part of the Software, save to the extent permitted by this agreement;
- (b) modify, enhance or merge the whole or any part of the Software with any other software, or documentation;
- (c) assign, transfer (except to Authorized Affiliates or Professional Consultants where permitted by applicable License Parameters), distribute, sell, lease, rent, sub-license, charge or otherwise deal in or encumber the Software, nor make the Software available to any third party, nor use the Software to provide service bureau or similar services to any third party;
- (d) adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the Software, or to access the source code of the Software;
- (e) enable use of the Software by duplication through virtualization or comparable technology in a manner that would exceed the number of licenses purchased by the Customer;
- (f) use the Software to develop other software, except Applications subject to subsection (g) below;
- (g) develop Applications for any third parties except as permitted by ParaMatic;
- (h) use, whether alone or in combination with any other mark, nor register or attempt to register, whether directly or indirectly, any trademarks, trade names, logotypes or other symbols of ParaMatic or the Licensor, or any confusingly similar marks, names or symbols, nor any Internet domain names containing any such trademarks, trade names or symbols. Any Internet domain names containing the above that have been registered or reserved by the Customer or any Authorized Affiliate prior to entering into this Agreement shall be transferred to ParaMatic, or the Licensor as the case may be upon request, and the Customer agrees to do any acts as may be necessary to effect such transfer.

5.10 Risk in the Software media shall pass to the Customer on delivery.

5.11 When disposing of Equipment, the Customer shall, and ensure that the Authorized Affiliates or Professional Consultants shall, uninstall and remove the Software from such Equipment prior to disposal.

5.12 The Customer shall promptly notify the Licensor if it becomes aware of (i) any breach of confidentiality obligations regarding the Software, or (ii) any infringement (whether actual or threatened) of ParaMatic's intellectual property rights in the Software, or (iii) any unauthorized use of the Software in breach of this Agreement, and provide reasonable assistance to the Licensor and ParaMatic in connection with any suit or proceeding relating to such events.

6 AUDIT RIGHTS

Not applicable

7 TRAINING AND USE REQUIREMENTS

7.1 The Customer shall ensure that the users of the Software are adequately trained in such use. Provision of training by the Licensor, if any, will be separately agreed.

7.2 The Customer shall:

- (a) Ensure that the persons operating or supervising the operation of Software are adequately qualified persons;
- (b) Verify and test that the results of any calculations including, without limitation, any and all items designed by using the Software and data processing carried out by the Software are correct and accurate, and that they are verified as correct by an appropriately qualified person or, where appropriate, a qualified civil/structural engineer.

8 WARRANTIES

8.1 The Licensor warrants that the media on which the Software is provided is free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of delivery. The Licensor shall, at its option, replace or remedy any defective media on which the Software is provided free of charge, provided that the Customer notifies the Licensor of such defect in writing during the thirty (30) day period.

8.2 The Licensor warrants that the Software will operate substantially in accordance with the Documentation for a period of ninety (90) days from delivery or such other time period as may be agreed on between the parties in writing ("**Warranty Period**"). Provided that the Customer has notified the Licensor of an Error in writing during the Warranty Period, the Licensor will repair the Error by providing the Customer, at Licensor's option and expense, instructions to bypass the Error, or a Sub-release.

- 8.3 The foregoing warranties shall not apply to, and the Licensor shall not be liable for any Errors caused by or resulting from (i) Equipment (ii) non-compliance with use requirements set forth in the Documentation or other incorrect use of the Software, (iii) any modification of Software by the Customer or any third party; and (iv) any other acts or omissions of the Customer or any third party.

9 ADDITIONAL SERVICES

- 9.1 Subject to payment of applicable fees per License of the Software by the Customer, the Licensor will provide Maintenance Services during the Term. Maintenance Services shall include Sub-releases and Main Releases as may be issued to the Customer at Paramatic's discretion, as well as helpdesk services and other electronic services as may be provided by the Licensor, during the Maintenance Term.
- 9.2 Subject to payment of applicable Fees, the Customer is entitled to purchase additional usage -based licenses.
- 9.3 Unless otherwise specified on the Order Form, the Maintenance Term shall coincide with a License Term.
- 9.4 The Licensor shall have the right to adjust recurring fees, such as Maintenance Fees and usage-based license fees, from the beginning of subscription period. If the Licensor increases the scope of Maintenance Services or other recurring services, and such increase results in substantial increase in the Customer's fees, the Customer is entitled to refrain from acquiring such increased scope by notifying the Licensor thereof in writing within 14 days after receipt of notice regarding such increase in fees. In such case the scope of and fees for the Maintenance Services or other recurring services shall continue at the previous level until the expiry of the following Maintenance Term or Subscription Period.
- 9.5 Where the Customer has not purchased Maintenance Services as from the first date of validity of the License, any subsequent order of Maintenance Services shall be subject to payment by the Customer on applicable maintenance fees retroactively for the entire License Term, in accordance with the Licensor's then current price list.
- 9.6 Purchase of other Services during the License Term shall be agreed separately between the Parties.
- 9.7 The Customer shall promptly remit the invoiced fee(s) for subscription-based licenses, Maintenance Services or other Services in accordance with the terms of the Order Form. Should the Customer fail to make the payment on the due date for such payment, the Licensor is entitled, without prejudice to any other rights or remedies which may be available to it, to suspend forthwith any unpaid subscription-based licenses, or provision of the Maintenance Services or other Services to the Customer, until the default has been cured, and to charge interest without prejudice to any other right or remedy available to the Licensor.
- 9.8 The Customer agrees that in respect of any defective Maintenance Services or other Services provided by the Licensor hereunder the Licensor's sole liability is to re-perform such services in respect of which the defect occurred.

10 INTELLECTUAL PROPERTY INFRINGEMENT

- 10.1 In the event that the use of the Software or Documentation in accordance with this Agreement by the Customer, its Authorized Affiliates or Professional Consultants infringes or is alleged to infringe a third party's intellectual property rights, the Licensor may terminate this Agreement and refund to the Customer the License Fee or balance thereof relating to the whole or the infringing part of the Software.
- 10.2 The foregoing Clause 10.1 sets forth the sole obligations of the Licensor and the sole and exclusive remedies of the Customer in respect of any actual or alleged infringement of third party intellectual property rights arising out of any use of the Software and Documentation.

11 TERMINATION

- 11.1 Either Party may terminate the Agreement if:
- (a) the other Party is in material breach of any of its obligations and fails to remedy the same within thirty (30) days of written notice requiring such remedy; or
 - (b) if the other Party (i) goes into liquidation, or (ii) any proceeding is instituted seeking to adjudicate the other Party as bankrupt or insolvent, or (iii) has a receiver appointed in respect of any of its assets, or, (iv) in case the other Party is a partnership, if any of the partners in the partnership is adjudicated bankrupt or executes an assignment for the benefit of his/its or their creditors or otherwise compounded with his/its or their creditors, or (v) becomes subject to any similar act or process in any other jurisdiction, or (vi) becomes generally unable to pay its debts as and when they fall due.

11.2 In addition, the Agreement may be terminated pursuant to Clause 14.2.

11.3 Termination of this Agreement shall be without prejudice to a Party's accrued rights or other remedies available to a Party. Following termination of this Agreement, the Customer shall forthwith return to the Licensor all Software supplied under the Agreement and all copies thereof, or delete the same and certify such deletion to the Licensor in writing.

11.4 The terms of Clauses 14.2 and 14.7, and any provision that by implication is intended to continue in force after termination, shall not be affected by termination or expiry of this Agreement or any portion thereof.

12 NO WARRANTY. EXCLUSION AND LIMITATION OF LIABILITY

12.1 Except for the warranties set forth in clause 8 which are the sole and exclusive warranties and remedies provided by the licensor to the customer, and subject to mandatory provisions of applicable law, the software and documentation is provided "as is" and the licensor makes no other express warranties or representations in relation to the software or the documentation, and specifically disclaims any warranties, whether express, implied or statutory, including, without limitation, warranties of merchantability, fitness for a particular purpose or noninfringement, or warranties otherwise implied by statute or usage of trade. In particular, the licensor does not warrant that the software will:

- (a) be suitable for the use intended by the customer;
- (b) operate in an uninterrupted or error free manner, or that the licensor or a third party will correct any errors or resolve any support requests relating to the software;
- (c) interact with software products other than those specified in the documentation; or
- (d) operate with hardware or hardware configurations other than the equipment.

nothing in the foregoing shall operate to restrict the effect of warranties or conditions which cannot be excluded, restricted or modified due to mandatory provisions of applicable law.

12.2 the licensor disclaims:

liability in respect of any loss of revenue, loss of profit, loss of production, loss of data or loss of use, and any type of incidental, special, indirect or consequential loss and damages, whether in an action for or arising out of breach of contract, tort (including negligence), indemnity or strict liability, and whether or not either party has been advised or was aware of the possibility, existence or nature of such damages; and

- (b) liability for damages of any kind arising from nuclear, space or aviation activities; and
- (c) liability for damages of any kind arising out of or in connection with any applications developed by the customer, authorized affiliates and professional consultants, regardless of the theory of liability, whether derived from contract, tort (including negligence), indemnity or otherwise.

12.3 in any event the maximum monetary liability of the licensor under this agreement shall be limited to, and shall not exceed, an amount corresponding to the aggregate amount of the license fees actually paid by the customer hereunder.

12.4 this clause 12 shall survive the expiry or termination of this agreement for any reason.

13 OPEN SOURCE SOFTWARE

13.1 The Software may contain or be provided with components subject to the terms and conditions of "open source" software licenses ("Open source software"). To the extent applicable, ParaMatic will, upon Customer's written request to the Licensor, identify such Open source software included in the Software. To the extent required by the license that accompanies the Open source software, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open source software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

14 GENERAL

14.1 The conditions, validity and performance of this Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa and the Parties hereby submit to the exclusive jurisdiction of the courts. In case the Customer claims that the Agreement or any provision thereof is invalid or unenforceable due to mandatory provisions of law applicable to the Customer, it shall inform the Licensor thereof forthwith.

14.2 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect any other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

- 14.3 Without prejudice to the right of the Customer to allow its Authorized Affiliate(s) or Professional Consultants to use the Software within the License Parameters, the Agreement or any rights and obligations of the Customer under the Agreement are not capable of assignment, transfer, license or sublicense.
- 14.4 Neither Party shall be liable for any delay in or failure to perform obligations if that delay or failure is caused by circumstances beyond such Party's reasonable control.
- 14.5 The waiver by either Party of a breach or default of any of the provisions of this Agreement by the other Party shall not be construed as a waiver of any subsequent breach or default in respect of such provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has or may have under the Agreement operate as a waiver of any breach or default by the other Party.
- 14.6 Any notice, request, instruction or other document to be given under the Agreement shall be delivered or sent by pre-paid post, by fax or other electronic means to the address of such Party as set out in the Order Form (or such other address as may have been notified) and any such notice or other document shall be deemed to have been served (if delivered by courier) at the time of delivery, and (if sent by mail) two (2) days after dispatch. Any notice or other document sent by fax transmission or other electronic means is deemed delivered upon receipt by the sender of an electronic acknowledgment.
- 14.7 Each Party undertakes to the other Party to keep confidential all Confidential Information that it has obtained or received as a result of entering into this Agreement, and not to disclose such Confidential Information except on a strictly need-to-know basis to its employees, agents and sub-contractors and those of Authorized Affiliates and Professional Consultants, and excluding disclosure of Confidential Information by a reseller (being a Party to this Agreement) to ParaMatic, which shall be permitted. The foregoing obligation shall not apply in respect of Confidential Information that is:
- (a) already in the possession of a Party other than as a result of a breach of this Clause 14.7; or
 - (b) in the public domain other than as a result of a breach of this Clause 14.7.
- 14.8 Notwithstanding the foregoing, either Party shall be entitled to disclose Confidential Information, where such disclosure is required pursuant to law, decree or order issued by competent authorities, or juridical order provided that such Party shall (i) only disclose such portion of the Confidential Information that is so required, (ii) inform the recipient of the Confidential Information that the information released is confidential and, where applicable, use its reasonable endeavors to ensure that the information is kept confidential by such recipient, and (iii) promptly notify the other Party of such release of Confidential Information, specifying the information disclosed, the recipient of the information, and the circumstances giving rise to the duty to disclose it.
- 14.9 Each Party undertakes to the other Party to take all such steps as shall from time to time be necessary to ensure compliance with the provisions of Clause 14.7 by its (and in case of the Customer, by its Authorized Affiliates' or Professional Consultants') employees, agents and sub-contractors.
- 14.10 Customer acknowledges that all its rights and remedies in respect of supply of Software, Documentation and Services pursuant to this Agreement are against the Licensor and that ParaMatic (not being a party to this Agreement) shall have no obligations or liabilities in respect of the same.