

LEGACY SUBSCRIPTION TERMS

October 15, 2026

These Legacy Subscription Terms apply between Thermo-Calc Software AB or its agent (as the case may be) (jointly "TCSAB") and the entity which is granted a license to use TCSAB's software Thermo-Calc (<https://thermocalc.com/products/thermo-calc>) including Thermo-Calc's different Add-On Modules (<https://thermocalc.com/products/add-on-modules>) and Software Development Kits (<https://thermocalc.com/products/software-development-kits>), (individually and jointly the "Software"). The entity granted a license to the Software is hereinafter referred to as "Customer". Capitalized terms used but not defined herein, including "Maintenance & Support Subscription" or "M&SS", shall have the meanings ascribed thereto in TCSAB's General Terms.

"Legacy Subscription" means the subscription service offered to Customers holding an existing Perpetual License to the Software, providing the Customer, during the Legacy Subscription term, with (i) a time-limited license to use current and new versions of the Software made available to the Customer under the Legacy Subscription, (ii) software maintenance and updates, and (iii) technical support, in accordance with these Legacy Subscription Terms. The Legacy Subscription is available only to Customers who hold a Perpetual License to the Software and applies to the Software only. If the Customer separately holds a Perpetual License to a Database and has purchased a corresponding Legacy Subscription for that Database, these Legacy Subscription Terms shall apply correspondingly to that Database-specific Legacy Subscription, with each reference to "Software" read as a reference to the relevant "Database" for that purpose, and the two Legacy Subscriptions (for the Software and for the Database, as applicable) shall constitute separate arrangements, each with its own Subscription Term, Subscription Fee and renewal.

1. **GENERAL PROVISIONS.** All the provisions of the End User License Agreement ("EULA") shall apply to these Legacy Subscription Terms and these Legacy Subscription Terms shall be comprised by the definition of the Agreement in the EULA. Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the EULA. In the event of conflict between the terms and conditions in these Legacy Subscription Terms and those in the EULA with regard to the Legacy Subscription, the terms and conditions in these Legacy Subscription Terms shall prevail.
2. **SUBSCRIPTION FEE AND PAYMENT.** The Legacy Subscription (as defined above) for Software which Customer has purchased as a Perpetual License is subject to a subscription fee (the "Subscription Fee"), as notified by TCSAB. During the first year of the perpetual Software license, the Subscription Fee is however included in the license fee for the Software. For the Legacy Subscription for the Software for any subsequent years, TCSAB will issue a quote for the upcoming Subscription Fee for Customer's acceptance. Upon acceptance of the quote, TCSAB will invoice the Subscription Fee for payment upfront.

Subscription Fees may, at TCSAB's discretion, be changed each upcoming year, at least 30 days prior to the upcoming year. The invoiced Subscription Fee shall be paid by the Customer in accordance with the payment terms set forth in the invoice.

If the Customer lapses in its Legacy Subscription, the Customer must pay a reinstatement fee if the Customer wishes to resume the Legacy Subscription. The reinstatement fee shall be calculated based on the number of years which the Customer was out of the Legacy Subscription multiplied by the Subscription Fee applicable at the time of reinstatement. The reinstatement fee shall be paid by the Customer in accordance with the payment terms set forth in the invoice.

No separate or additional fee for updates and support is charged for licenses which are limited in time (i.e. Subscription Licenses); the cost of updates and support for such licenses is already included in the license fee for the Subscription License.

3. **REQUIREMENTS.** In order to receive the Legacy Subscription (as defined above) of the Software, the Customer must have
 - (i) paid the license fee for the Software,
 - (ii) a valid Legacy Subscription in place, either (a) following the expiry of an existing Maintenance & Support Subscription (M&SS), provided that the Customer has accepted TCSAB's quotation for the Legacy Subscription and paid the applicable Subscription Fee, (b) as included during the initial twelve (12) months of a newly purchased perpetual license for the Software, or (c) by renewing or reinstating a Legacy Subscription and paying the applicable Subscription Fee, including any reinstatement fee, if applicable,
 - (iii) complied with all the terms and conditions set forth in the EULA, including without limitation, the Customer must have nominated a Contact Person and must have used the Software in accordance with the license type the Customer has paid for, and
 - (iv) installed the latest release of the Software, including without limitation, the Customer must have implemented all improvements and updates to the Software supplied by TCSAB.
4. **LEGACY SUBSCRIPTION SERVICES.** Provided the Customer has fulfilled the requirements set forth in section 3 above, TCSAB shall provide the Customer with
 - (i) assistance to correct errors in the Software or provide means to circumvent such errors, as determined by TCSAB in its own discretion,
 - (ii) updates and new releases of the Software, which will be provided at such times as determined by TCSAB in its own discretion; unless otherwise expressly agreed in writing, such updates and new releases are licensed to the Customer on a time-limited basis for the duration of the Customer's then-current Legacy Subscription term and any subsequent renewal thereof (and not as a perpetual license),
 - (iii) advice and help, up to a maximum of five (5) hours per year, to use the Software for a particular application, including using the Software's user interfaces, and

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(iv) a new license key if the Customer uses a new computer as provided for in section 2 of the EULA.

For avoidance of doubt, a Legacy Subscription for the Software does not include any new versions of Databases. Access to new versions of Databases is subject to a separate fee.

TCSAB will provide support during TCSAB's regular business hours.

If the Customer desires advice and help in excess of the hours set forth in section 4 (iii) above, the parties may agree on such under a separate agreement.

The Customer shall provide such assistance as TCSAB may reasonably require in order to perform its obligations under these Legacy Subscription Terms. The Customer understands that the level of assistance which TCSAB is able to provide is dependent upon the cooperation of the Customer and the quantity of information that the Customer can provide.

5. **INFORMATION.** TCSAB shall treat all information about the Customer's business (the "Information") with the same degree of care it treats like information of its own which it does not want to be publicly disclosed or the subject of unauthorized access or use. TCSAB shall have the right to disclose the Information to its employees, agents, contractors, consultants, or representatives who reasonably require access to the Information for the purposes of providing the services under the Legacy Subscription Terms. TCSAB's obligation to keep the Information confidential will remain in effect for a period of five years from the expiry or termination of the Legacy Subscription Terms. The obligation to keep the Information confidential does not include information that: (i) TCSAB can demonstrate was rightfully in its possession prior to disclosure by the Customer; (ii) becomes publicly available without fault of TCSAB; (iii) is rightfully obtained by TCSAB from a third party without restriction as to disclosure; or (iv) is shown by written record to be developed independently by TCSAB without use of the Information. Notwithstanding the foregoing restrictions, TCSAB may disclose Information to the extent required by an order of any court or other governmental authority, but only after the Customer has, if permitted by applicable law, been so notified in writing and has had the opportunity (if possible) to obtain reasonable protection for the Information in connection with the disclosure.
6. **ACCESS BY TCSAB.** If requested by the Customer and deemed necessary by TCSAB for the purpose of performing TCSAB's obligations under the Legacy Subscription Terms, the Customer shall, at the Customer's expense, provide TCSAB with priority access to the computer and server on which the Software is installed and shall make available its expert systems personnel to assist TCSAB's personnel with all local system interfaces, including tapes, discs, CDs and plotting devices.
7. **ERROR CORRECTION.** Although TCSAB will strive to correct or circumvent errors in the Software within such timeframe as may be reasonable considering the error and all circumstances at hand, TCSAB does not warrant that TCSAB will be able to correct or circumvent an error, or that an error will be corrected within a certain period of time. If an error cannot be corrected or within reasonable time, the Customer may, as its sole and exclusive remedy, terminate the Legacy Subscription Terms at the upcoming renewal period. In the event of any errors in the services provided hereunder, TCSAB shall, as Customer's sole and exclusive remedy, have the right to re-deliver the services, provided that the Customer notifies TCSAB in writing no later than 30 days after the Customer became aware, or should have become aware, of the grounds for the claim. After such period, the Customer's right to make any such claims shall be forfeited.
8. **INTELLECTUAL PROPERTY RIGHTS.** All rights to error corrections, updates, new releases, and any other product or material emanating from TCSAB or its partners, including all copyrights, patent and trade secret rights, in connection with the performance of the services provided under these Legacy Subscription Terms (the "Results") are and shall remain the sole property of TCSAB or its partners, regardless of whether the Customer, its employees, agents, contractors, consultants, or representatives may have contributed to the Results and regardless of the Customer's payment of the Subscription Fee. Error corrections, updates and new releases shall be considered Software, and subject to the terms and conditions regarding Software contained in the EULA.
9. **NEW PRODUCT GENERATIONS.** The Subscription Fee includes error corrections, updates and new releases of the Software within the same product generation but does not include new product generations introduced by TCSAB, whether marketed under the same or a different name. A new product generation typically involves significant changes to the Software's architecture, functionality or user experience, rather than incremental improvements to the existing Software. Migration to a new product generation requires a separate agreement with TCSAB, with the applicable license type, fees and other terms specified in TCSAB's quotation at that time.
10. **FORCE MAJEURE.** If TCSAB is prevented from or delayed in fulfilling its obligations under these Legacy Subscription Terms due to a circumstance beyond TCSAB's reasonable control, including but not limited to lightning, strike, labour dispute, fire, natural disaster, epidemics, pandemics, changes in regulations, governmental actions and/or a failure or delay in services provided by a subcontractor due to a circumstance stated herein, then this shall constitute a ground for release of performance and release from damages and other remedies. If the performance of these Legacy Subscription Terms in substantial aspects is prevented for a period exceeding six months due to a circumstance stated herein, either party shall have the right to terminate the Legacy Subscription Terms in writing. In the event of such termination, the Customer shall not be entitled to a refund of the Subscription Fee.
11. **TERM AND TERMINATION.** For a newly purchased perpetual license for the Software, the initial Subscription Term shall commence upon delivery of the license. For a Customer transitioning from M&SS, the initial Subscription Term shall commence on the date on which the Customer's existing M&SS agreement terminates or expires in accordance with its terms, unless otherwise agreed between TCSAB and the Customer. Thereafter, the Legacy Subscription Terms shall apply for the subscription period agreed between the Parties (the "Subscription Term"), which will typically be one (1) year but may be shorter or longer. Following the expiry of the Legacy Subscription Term, the Legacy Subscription may be extended for one or more additional subscription terms, as agreed between the Parties, on the then-current Legacy Subscription Terms, provided that the Customer pays the applicable Subscription Fee and complies with the other obligations set forth in Section 3. If the Customer fails to pay the Subscription Fee on or before the due date specified in TCSAB's invoice, the Legacy Subscription shall terminate with immediate effect.



TCSAB shall have the right, without further obligation or liability to the Customer, to terminate the Legacy Subscription Terms immediately upon the Customer's breach of any provision of the Legacy Subscription Terms. TCSAB's termination of the Legacy Subscription Terms shall be without prejudice to any other remedies that TCSAB may lawfully have by virtue of the Customer's breach. The Customer shall have the right without further obligation or liability to TCSAB to terminate the Legacy Subscription Terms if TCSAB breaches any material provision of this Agreement and fails to remedy such breach within 30 days of written notification. A party shall also have the right to terminate the Legacy Subscription Terms prematurely if the other party enters into bankruptcy, initiates composition negotiations, is subject to a business reorganisation or is otherwise insolvent. The Customer's obligation to pay all fees accrued as of the date of any such termination shall survive any termination (regardless of reason for its termination). The Customer will not be entitled to a refund of any fees paid under the Legacy Subscription Terms in the event of premature termination. The Legacy Subscription Terms will terminate automatically upon termination of the EULA.