GENERAL TERMS AND CONDITIONS

QUOTING - ORDERING - SHIPPING – PAYMENT

October 15, 2026

1. Products
Thermo-Calc Software AB ("TCSAB") licenses the software listed on http://www.thermocalc.com/products/ (individually and jointly the “Software”).

TCSAB licenses the databases listed on http://www.thermocalc.com/products/databases/ (individually and jointly the "Database(s)").

The Software and the Database(s) are individually and jointly referred to as the "Program".

2. Quoted prices
All quoted prices are exclusive of any type of tax. The customer is responsible for paying any custom, clearing duty, forwarding duty, excise duty, federal tax, state tax, local tax or similar duty or tax, if any. The quoted price is valid for the time period stated on the quotation. Within the stated time period, the customer may order at the quoted price even if TCSAB would change its prices during the stated time period.

3. Order
Please place your formal order to us by e-mail or letter.

4. Terms of delivery
The ordered Program is normally delivered within three weeks from TCSAB's acceptance of the order. Delivery is made by electronic download from TCSAB's website on the Internet.

5. Terms of payment
Payment shall be made within 30 days after delivery to the bank account specified in the invoice. Pre-payment or alternative terms of payment may occur.

6. User Site
The Program may only be used at the physical location(s) specified in TCSAB's quotation unless TCSAB thereafter confirms in writing the use of the Program at another address or location.

7. Software
Use of the Software is governed by the End User License Agreement (EULA).

The Software is initially delivered with a temporary license file, which is valid for the same time period as the payment terms, i.e. normally for 30 days. Following receipt of full payment, TCSAB will issue the applicable license file in accordance with the license type and license term stated in TCSAB's quotation.

8. Databases
Use of Databases are governed by the End User License Agreement (EULA). Use of third-party Databases, such as Thermotech, are, in addition to the EULA, also governed by the third party's standard license agreement.

9. Subscription Licenses, Perpetual Licenses and Legacy Subscriptions
9.1. Subscription Licenses
For Software and, as applicable, Databases licensed on a subscription basis, updates, new releases and support are included for the duration of the applicable Subscription License term. Such support includes advice and assistance, up to a maximum of five (5) hours per year, on using the Software for a particular application, including assistance with the Software’s user interfaces.

9.2. Perpetual Licenses
For newly purchased Perpetual Licenses for the Software, a Legacy Subscription, including applicable Software updates and support, is provided free of charge for the first twelve (12) months following commencement of the Perpetual License.

9.3. Legacy Subscriptions
To ensure continued access to updates for Software and Databases licensed under a Perpetual License, TCSAB provides a Legacy Subscription. The Legacy Subscription is a Subscription License offered at a discounted (legacy) price, available only to Customers who hold an existing Perpetual License to the product in question. A Legacy Subscription for the Software is a separate arrangement from a Legacy Subscription for a Database; a Customer holding a Perpetual License to the Software and/or to a Database may transition each eligible product separately.

For Customers with an existing Maintenance & Support Subscription ("M&SS", meaning TCSAB's Maintenance & Support Subscription offered to Customers prior to the introduction of the Legacy Subscription, providing substantially the same services (software updates, new releases and support) as a Legacy Subscription) agreement, the Legacy Subscription may commence upon expiry of the applicable M&SS period.

Thereafter, the Customer may renew the Legacy Subscription for an additional term by paying the applicable subscription fee quoted by TCSAB before the expiry of the then-current subscription term.

Unless otherwise expressly agreed in writing, any new version, update or upgrade of the Software and/or Database provided under the Legacy Subscription is licensed 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); the Customer retains its existing Perpetual License to the version of the Software and/or Database it held immediately prior to receiving such new version, update or upgrade.

A reinstatement fee will apply if the Customer wishes to commence or resume a Legacy Subscription following a lapse in either M&SS or a Legacy Subscription. The reinstatement fee will be based on the period during which the Customer has not maintained either M&SS or a Legacy Subscription, multiplied by the subscription fee applicable at the time when the Legacy Subscription is commenced or reinstated.

9.4. Subsequent Generations of Software
A new product generation is a substantially redesigned or redeveloped version of the Software, typically involving significant changes to its architecture, functionality or user experience, rather than incremental improvements or regular new releases. Such a generation constitutes a separate product from the prior generation, whether marketed under the same or a different name. It is not included in, or made available under, an existing Legacy Subscription or Subscription License, and migration to it is subject to separate terms agreed with TCSAB, including as to license type and fees, as set out in TCSAB's then-current quotation and, for Legacy Subscription Customers, as further described in TCSAB's Legacy Subscription Terms.

9.5. Additional Terms
The terms and conditions for the Legacy Subscription are set forth in TCSAB's Legacy Subscription Terms, which are made available by TCSAB.

10. User’s Guide & Examples Book
TCSAB does not provide any physically printed operation manuals (User’s Guides and Examples Books) due to the environment-friendly policy of TCSAB and due to our efforts in providing more efficient, convenient and easy-to-use electronic manuals. Such manuals are provided together with the electronic download and can be installed on each of the designated computers, and can be reviewed and accessed easily and conveniently. The users can locally print such manuals, provided however only for INTERNAL use.

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11. VAT
Please include your VAT number in your formal order (i.e., in the TCS Ordering Option Form), and also clearly indicate whether your organization is a so-called "taxable person". Please note that if your VAT number is not provided and/or if your organization is not a "taxable person", 25% VAT will be added.

12. Overview of license options
Any use of the Program is governed by the End User License Agreement (EULA). Below follows a brief description of each license option. For full terms and conditions of the EULA, please see https://thermocalc.com/wp-content/uploads/Documentation/Terms_Conditions/eula-europe.pdf. In the event of any discrepancies between the EULA and the overview provided below, the EULA will prevail.

12a SUNLL= Single User Node Locked License
Under a SUNLL, the license file is unique for one designated computer at one designated site and cannot be copied or moved outside the site. The Software may be used on only one site and by only one user at a time on only one computer. If the Software is installed on a portable computer, the Software may be used temporarily outside of the site. It is not allowed to access or use the Software over a network or remotely. The Customer is entitled to transfer the license to another computer at the same designated site once in any twelve-month period, and TCSAB will provide a new license file for such transfer. Additional transfers require TCSAB's prior written approval.

12b NUL = Named User License
Under a NUL, the Software may be used only by the individual user designated by the customer and registered with TCSAB as the named user (the "Named User"). The Named User must be employed or contracted to work at the site for which the license has been purchased. The Named User may install the Software on up to four computers or devices and may access and use the Software remotely, including when temporarily working outside the site, but may access or use the Software on only one computer or device at a time. Any additional installations within the same twelve-month period require TCSAB's prior written approval. The Named User License may not be shared with, transferred to, or used by any person other than the registered Named User. The Named User may run multiple simultaneous sessions of the Software on the same computer or device. The customer shall notify TCSAB of the identity of the Named User, and the Named User may be reassigned to another individual no more than twice in any twelve-month period, unless otherwise approved by TCSAB in writing.

12c NWL= Network License
Under a NWL, the Software may be used on the number of sites and the number of users you have paid for on any computer connected with a server or similar network. The user of the Software must be employed or contracted to work at the site(s) paid for. A teaching institution may also allow students registered at the teaching institution to use the Program, provided that the Program is only used for the purpose of fulfilling the student's obligations/commitments as an academic. Users may access or use the Software over a network or remotely. It is however prohibited to share the Software with third parties (e.g., employees, consultants or students) or to use or allow the use of the Software by users associated with another site, address or location than the site identified in the quotation (see section 6).

12d DSUNLL = Database Single User Node Locked License
DSUNLL is a separate license for a Database and is subject to the usage restrictions applicable to a Single User Node Locked License (SUNLL). Licensed Databases may only be used together with separately licensed Software.

12e DNUL = Database Named User License
DNUL is a separate license for a Database and is subject to the usage restrictions applicable to a Named User License (NUL). Licensed Databases may only be used together with separately licensed Software.

12f DNWL = Database Network License
DNWL is a separate license for a Database and is subject to the usage restrictions applicable to a Network License (NWL). Licensed Databases may only be used together with separately licensed Software.

12g ANSP= Academic Network Site Package
ANSP is a license package for universities only and includes two SUNLL and one NWL for 99 users at one site.

For a university to be granted an ANSP the department where the Software will be installed must teach and have the authority to examine undergraduate students. Non-commercial research institutes having personnel giving lectures or simultaneously being affiliated with a university (even on a regular basis) do not automatically qualify as a university being able to receive an ANSP. In each case, TCSAB reserves the right to decide whether a customer may be granted an ANSP.