

Terms and Conditions for SpecSync

Valid as of February 11, 2025

These Terms and Conditions (“T&C”) apply to business customers purchasing or using a SpecSync subscription or license from Spec Solutions (“Provider”). They supplement the End-User License Agreement for SpecSync (“EULA”) and, where applicable, the Service Level Agreement for SpecSync Enterprise Support (“SLA”).

By placing an order, accepting a quote, paying an invoice, or using SpecSync, you agree to these T&C, the EULA, and, for Enterprise support services, the SLA.

1 CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

The agreement between you and the Provider consists of the following documents:

1. the accepted quote, order confirmation, or invoice;
2. these T&C;
3. the EULA; and
4. the SLA, if Enterprise support services are included.

If there is a conflict between these documents, the accepted quote, order confirmation, or invoice prevails for commercial terms, these T&C prevail for subscription terms, and the EULA prevails for software license terms unless expressly stated otherwise.

2 ORDERS AND DELIVERY

SpecSync is provided as downloadable software. Licenses may be delivered as a license file or a license key.

An order becomes binding when it is accepted by the Provider, including through a written quote acceptance, purchase order acceptance, or successful online checkout. The customer must provide accurate billing and contact details.

Unless otherwise agreed, the license is issued within 1 (one) business day after successful payment receipt. For invoice-based orders, delivery may be made after payment or as otherwise stated in the accepted quote.

3 SUBSCRIPTION TERM AND RENEWAL

Paid SpecSync subscriptions are granted for the term stated in the accepted quote, order confirmation, or pricing offer. Unless otherwise stated, the minimum subscription term is one year.

Subscriptions do not renew automatically. The Provider may send a renewal reminder before the end of the subscription term.

Additional licensing capacity may be purchased during the active subscription term. Such additions may be co-termined with the existing subscription unless otherwise agreed.

4 FEES, TAXES, AND PAYMENT

Fees are those stated in the accepted quote, order confirmation, invoice, or the pricing published at the time of purchase.

All prices are exclusive of VAT and any similar taxes unless expressly stated otherwise. VAT may apply depending on the billing address and applicable law.

Invoice payments are due within 30 days from the invoice date unless otherwise stated in writing. Accepted payment methods are international bank transfer and credit card. Cheques are not accepted.

If payment is overdue, the Provider may delay delivery, suspend support services, or refuse renewal or expansion orders until the outstanding amount is paid.

5 EDITIONS, LICENSE SCOPE, AND USAGE LIMITS

SpecSync is licensed, not sold. The software may only be used under an active license and in accordance with the EULA, the purchased edition, and the applicable usage limits.

Unless a quote states otherwise, the licensing unit is a software delivery team of up to 10 members. For groups with more than 10 members, each additional block of up to 10 members counts as one additional licensing unit, rounded up.

Current commercial editions and headline limits are:

<i>Edition</i>	<i>Scenario limit per synchronization</i>	<i>Support level</i>
<i>Free</i>	up to 30 scenarios	no paid support
<i>Standard</i>	up to 300 scenarios	unlimited email support
<i>Enterprise</i>	unlimited	unlimited priority email support; Enterprise support services under the SLA

Scenario Outlines count as one scenario.

Edition-specific features, restrictions, and entitlements are those included in the purchased plan or accepted quote. Enterprise-only features and services are available only with an active Enterprise subscription.

6 SUPPORT SERVICES

Standard Edition includes unlimited email support during the active subscription term on a commercially reasonable basis.

Enterprise Edition includes priority email support and any additional services stated in the accepted quote or published plan, such as online workshops or customization options. Enterprise support services are governed by the SLA.

Remote or onsite assistance may require separate scheduling and may incur additional charges unless expressly included in the accepted quote.

7 CUSTOMER RESPONSIBILITIES

The customer must:

1. use SpecSync only for internal business purposes and in compliance with applicable law;
2. keep license files, license keys, and support codes under appropriate control;
3. ensure that actual use stays within the purchased edition and licensing quantity;
4. provide reasonable cooperation and information for support requests; and
5. where Enterprise support is used, provide the information or proof reasonably required to verify subscription ownership and entitlement to support.

8 USAGE VERIFICATION AND OPERATIONAL DATA

The Provider may process the limited technical and operational data described in the EULA for optional statistical usage collection and subscription usage verification. These activities remain subject to the limitations and controls set out in the EULA.

9 SUSPENSION, EXPIRY, AND TERMINATION

The Provider may suspend delivery, support, or access to paid services if the customer materially breaches these T&C, the EULA, or the SLA, including by non-payment or use beyond licensed limits.

On subscription expiry or termination, the customer's right to use paid subscription features and receive paid support ends, subject to any surviving rights under the EULA or mandatory law.

Fees already paid are non-cancellable and non-refundable except where required by applicable law or expressly agreed in writing.

10 INTELLECTUAL PROPERTY

All intellectual property rights in SpecSync, related documentation, support materials, and all copies remain with the Provider or its licensors. No ownership rights are transferred to the customer.

11 WARRANTY AND LIABILITY

The warranty disclaimers and limitation of liability set out in the EULA apply to the fullest extent permitted by law.

Support services are provided using commercially reasonable efforts. The Provider does not guarantee that every issue can be resolved, that any workaround will fit the customer's environment, or that the software will be uninterrupted or error-free.

12 CHANGES TO THESE T&C

The Provider may update these T&C from time to time. Updated T&C apply to new orders, renewals, and expansions placed after the updated version becomes effective, unless mandatory law requires earlier application.

13 CONTACT

Questions regarding licensing, orders, or these T&C may be sent to specsinc@specsolutions.eu.