General Terms and Conditions regarding BIMobject® Cloud

Effective as of 13 December 2022

These General Terms and Conditions ("**Terms**") govern any and all Customer use of or access to the BIMobject® Cloud. The Order Form and these Terms, together with any and all appendices, schedules, exhibits referenced in or attached to any of the foregoing (which includes, but is not limited to, the Data Protection Agreement in Appendix B to the Terms, which includes, but not limited to, Appendix B1 to the Data Protection Agreement, Controller-To-Controller SCCS), all of which are hereby incorporated by reference, collectively forms the agreement ("**Agreement**").

Customer accepts these Terms, and the entirety of the Agreement, by performing any of the following: (1) clicking a box indicating acceptance, (2) executing an Order Form, business agreement or similar to which these Terms are attached or incorporated by reference., or (3) by using the Services. If Customer does not agree to be bound by said Terms, Customer shall not access the Services and use of the Services are strictly prohibited.

Capitalized words used in the Agreement and not otherwise defined in the Agreement shall have the meaning given to them under Section 14 (Definitions) in these Terms.

1 Parties to the Agreement

The Agreement is between the Customer and BIMobject.

2A BIMobject's provision of Services on BIMobject Cloud

2.1 BIMobject will provide Customer with access to the Services specified in the Order Form, and to the extent required, grant Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to access and use the Services during the Term, subject to and in accordance with the terms and conditions of the Agreement. Customer shall purchase Services in accordance with the Tier identified in the Order Form or within an appendix to the Order Form.

2.2 BIMobject has the right to refuse the publication of any Content and to remove already published Content if such Content is not, in BIMobject's sole discretion, suitable for publication on BIMobject Cloud.

2.3 BIMobject constantly changes and improves BIMobject Cloud and the related services and BIMobject may add, alter or remove functionality from the Services at any time without prior written notice provided that no such changes to the Services materially reduces the functionality of the Services in which event reasonable advance notice will be given to Customer. BIMobject may also limit, suspend or discontinue the Services at its discretion. If BIMobject discontinues Services, reasonable advance notice will be provided to Customer and Customer will be entitled to a prorated refund (to be paid within thirty (30) days) of the unused portion of any pre-paid Fees.

2.4 From time to time, BIMobject may make Trial Versions available and/or included in the Services. The terms and conditions of the Agreement shall, unless otherwise explicitly stated, apply also to Customer's access to and use of any Trial Versions. Customer may choose to try such Trial Versions or not at its sole discretion and own risk. Customer may download, install, access or use Trial Versions only during the period and for the purpose of the trial, as expressly permitted by BIMobject. Notwithstanding anything contained in the Agreement or otherwise, (a) BIMobject makes no commitments with respect to Trial Versions and provides no warranties of any kind with respect to Trial Versions; (b) BIMobject may choose not to generally release any Trial Versions or convert any Trial

Version into a product offering; (c) BIMobject may withdraw or modify any Trial Versions at any time; (d) Trial Versions may contain code that is not fully tested, including errors and faults that may cause total data loss or system failure; and (e) BIMobject's liability with respect to Trial Versions shall be limited to the fullest extent permitted by applicable law and Customer waives any rights it may have under applicable law to make claims against BIMobject in relation to Trial Versions.

2.5 From time to time, BIMobject may make a Freemium Subscription available to a new Customer who has not ordered Subscribed Services. The Freemium Subscription shall only be offered to Customer if located within the participating territories of the Freemium Subscription program (at the discretion of BIMobject), and such offering is designated within the Order Form. The terms and conditions of the Agreement shall, nevertheless, unless otherwise explicitly stated, apply also to Customer's access to and use of any Freemium Subscription. Customer may choose to try such Freemium Subscription or not at its sole discretion and own risk. Customer may download, install, access or use Freemium Subscription only during the period as expressly permitted by BIMobject. Notwithstanding anything contained in the Agreement or otherwise, (a) BIMobject makes no commitments with respect to Freemium Subscription and provides no warranties of any kind with respect to Freemium Subscription; (b) BIMobject may withdraw or modify any Freemium Subscription at any time; (c) Freemium Subscription may not contain all features or functionalities available within the Subscribed Services; and (d) BIMobject's liability with respect to Freemium Subscription shall be limited to the fullest extent permitted by applicable law and Customer waives any rights it may have under applicable law to make claims against BIMobject in relation to the Freemium Subscription.

2B Provision of Services by Affiliates

2.6 BIMobject may, from time-to-time, offer Customer access to various services provided by any of its affiliated entities (the "Services By Affiliates" or "SBA") including, but not limited to, services provided by Carbonzero AB d/b/a Prodikt as further set forth on www.prodikt.com. Any such SBA shall be offered subject to the terms of this Agreement and any reseller agreement and applicable subscription therein. Customer may access SBA by designating its intended use on the Order Form and paying a separate subscription fee. By accessing and/or using the products and services of SBA (such as those services contained at www.prodikt.com), Customer agrees that such SBA is not provided by BIMobject nor accessible through the BIMobject Cloud. Customer agrees that BIMobject makes no warranty or representation about such SBA, and Customer further acknowledges that BIMobject shall have no liability to Customer for its use of the SBA. All such SBA is being offered by BIMobject solely as a convenience to Customer. Customer shall not use such SBA to infringe on the intellectual property rights of any person or entity.

3A Customer's Use of Services on BIMobject Cloud

3.1 The Services may be accessed and used by Customer and its Authorized Users in accordance with Customer's purchased Tier, if any, and the licensed subscription for each identified Brand during the Term subject to and in accordance with the terms and conditions of the Agreement.

3.2 Customer is responsible and liable for ensuring that any and all Content provided by Customer (whether provided by Customer directly or via a third-party service provider) is correct, complete, up to date and meet the requirements provided by BIMobject, if any, at the time of and throughout the publication thereof through the Services.

3.3 Customer shall provide to BIMobject the information requested by BIMobject from time to time in relation to the Brand and Brand Account (the "**Account Information**"). Customer shall ensure that all Account Information is correct, complete and up to date at all times.

3.4 Customer shall use all reasonable efforts to prevent unauthorized access and use of the Services and the Brand Account. Customer shall terminate any such unauthorized access or use which it becomes aware of and shall

promptly notify BIMobject thereof.

3.5 Customer and its Authorized Users shall not (i) make available to others, license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services or any Data Feature available to any third party other than to Authorized Users (including by allowing access to the Brand Account); (ii) use the Services or Data Features in violation of the End User Terms, as modified by BIMobject from time to time; (iii) modify, copy or create derivative works based on the Services or any Data Features; (iv) reverse engineer the Services or any Data Features; or (v) access the Services or any Data Features in order to (a) build a competitive product or service; or (b) copy any ideas, functions or graphics of the Services or Data Features (for the avoidance of doubt not including any reports provided by BIMobject to Customer showing use of the Content on BIMobject Cloud).

3.6 Customer hereby consents to receiving communications from BIMobject by way of, including, but not limited to, e-mail, mobile or any other means of video messaging or conferencing to promote close cooperation with BIMobject in order to perform the Services to be rendered herein.

3B Customer's Model Development

3.7 Should Customer's Order Form include Model Development the following provisions shall apply:

(a) Customer represents that it has reviewed the Statement of Work and approves the same.

(b) Customer shall respond to all inquiries received from BIMobject concerning the Model Development in a timely manner and in accordance with any deadlines set forth within the Statement of Work. Timely and thorough communications between Customer and BIMobject is a material term herein and failure of Customer to adhere to any such timelines as set forth within the Statement of Work shall give rise to BIMobject's right to terminate the Model Development.

(c) Customer shall contribute accurate Brand and/or product information as required within the Order Form and Statement of Work. Inaccurate product information may result in inaccurate Model Development parameters and/or other building information modeling (BIM) features. A delay in providing BIMobject source material may delay the completion of the project, including the Model Development and any related Services. All Brands and all parameters and their actual values need to be attached in a detailed spreadsheet or entered directly into the Customer's development section of the product portal within the Brand Account. Specification of Brand, materials, article numbers, naming, descriptions, info text, and/or logo as required above also need to be provided according to the agreed timing schedule. As applicable, Customer must build their own product pages in accordance with the minimum requirements outlined within the BIMobject Content Style Guide and/or the Statement of Work. Customer shall commence building the product pages immediately after receiving its first consultation with its assigned representative and shall complete the same in accordance with the timeframe established by BIMobject. Customer acknowledges that the purpose of said response guidelines and project deadlines is for the benefit of Customer to ensure that the Model Development is completed and/or services performed in a timely manner.

(d) Customer is responsible for the final proofing of all BIM objects created per the Model Development. To the extent Customer requests changes which are in accordance with the Statement of Work, BIMobject shall perform such changes and provide revised objects and/or specs to Customer as promptly as possible. Customer shall subsequently confirm such final proofing of the revised objects and/or specifications.

(e) Notwithstanding anything contained herein to the contrary, Customer shall own all rights, title and interest within the BIM objects after Model Development only after full payment has been made by Customer to BIMobject in accordance with this Agreement and applicable Order Form. Prior to full payment received by BIMobject, BIMobject shall be the exclusive owner of all rights, title and interest in the creation, maintenance and/or development of the BIM object, except for the Content pursuant to Section 5.1 below. Nothing herein shall be

construed as conveying, assigning or transferring to Customer any Intellectual Property Rights of BIMobject within the source code, object code, application data files, and/or the methodology utilized in the creation of BIM objects during the Model Development.

(f) Subject to Section 8.1.4, BIMobject makes no warranty of any kind with regard to the Model Development. BIMobject expressly disclaims all other warranties, express or implied, including implied warranties of merchantability, fitness for a particular purpose, and any warranties arising out of course of dealing, usage or trade. No advice or information, whether oral or written, obtained from BIMobject or elsewhere will create any warranty not expressly stated in this Agreement.

(g) Should BIMobject terminate the Agreement in accordance with Section 7.5 below, Customer shall not receive any refund on any payments made for the Model Development. Customer hereby consents that the Statement of Work shall be deemed forfeited and terminated and further acknowledges that Customer's sole remedy is limited to the return of any Content in the manner and form in which it was provided to BIMobject prior to the commencement of the Statement of Work.

3C Purchase and Use of Credits

3.8 Should Customer's Order Form or applicable purchased Tier include Credits, the following provisions shall apply:

(a) Credits shall enable Customer to communicate with its End Users for the purpose of promoting the Customer's objects and products for its identified Brand. Customer may use Credits to purchase additional functionality on the BIMobject platform.

(b) Credits are available only for thirty (30) days after purchase or award and expire at the end of such period. BIMobject shall not credit or refund Customer for any part of Credit unused at the end of such thirty (30) day period. BIMobject may revoke Credits if Customer violates any term or condition of this Agreement or otherwise becomes in default under the Agreement for any reason. Credits are purchased or awarded as an additional feature and do not constitute part of the Services regardless of the selected Tier.

3D Content Maintenance

3.9 Should Customer's Order Form include Content Maintenance the following provisions shall apply:

(a) Content Maintenance is a Subscribed Service applicable only on existing BIM objects and not to create new objects. Specific Customer requests and requirements are detailed in a Statement of Work agreed to by and between BIMobject and Customer for each individual BIM object. For avoidance of doubt, geometry and/or data changes are not included as a Content Maintenance service.

4 License Grant from Customer

4.1 Subject to the terms and conditions of the Agreement, Customer hereby grants to BIMobject and BIMobject Affiliates, employees, contractors, sub-contractors, resellers, licensors and channel partners, as relevant, under all of Customer's and its group companies' (if and as relevant) Intellectual Property Rights, a non-exclusive, worldwide, royalty free license for the Term and thereafter as necessary to:

(a) use, reproduce, host, store on storage servers, make available, publicly display and perform, and distribute the Content (including as modified as provided herein) through the BIMobject Cloud for the provision of the Services and otherwise as per the provisions of the Agreement;

(b) modify the Content, as relevant, (i) for the purpose of, inter alia, enhancing the metadata to facilitate data indexing, searching and presentation; (ii) to provide the Services; and (iii) in any other way in order to fulfil its obligations under the Agreement;

(c) grant sublicenses to End Users to access, view, download and otherwise use the Content subject to and in accordance with the terms and conditions of the End User Terms as modified by BIMobject from time to time;

(d) do all of the above as stated under subsections (a) through (c) with the purpose of providing additional services in connection to the Services as made available by BIMobject through the BIMobject Cloud, or otherwise, from time to time;

(e) use Customer's name, logo and Content on BIMobject Cloud and otherwise for BIMobject's business purposes, including to identify Customer as a BIMobject customer and for other promotional and marketing purposes; and

(f) grant sublicenses to BIMobject Affiliates in respect of the license granted under (a) to (e) above.

4.2 Customer hereby grants to BIMobject and BIMobject Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestions, enhancement requests, recommendation, correction or other feedback provided by Customer or its Authorized Users relating to the operation of BIMobject Cloud.

5 Proprietary Rights

5.1 BIMobject acknowledges and agrees that: (i) as between the Parties, Customer owns all right, title and interest (including all Intellectual Property Rights) in and to the Content; and (ii) except for the license set out in Section 4, nothing in the Agreement shall confer on BIMobject any license or right of ownership in the Content.

5.2 Subject to Customer's rights in the Content, Customer acknowledges and agrees that: (i) as between the Parties, BIMobject owns all right, title and interest (including all Intellectual Property Rights) in and to the Services, BIMobject Cloud, and all other services made available through the BIMobject Cloud or otherwise by BIMobject (including without limitation the source code, object code, application data files, applications, technology, and the methodology of the creation of BIM objects, the Services, and the BIMobject Cloud), as amended from time to time, (collectively, the "**BIMobject Properties**"); and (ii) except as expressly set out in this Agreement, nothing in the Agreement shall confer on Customer any license or right of ownership in the BIMobject Properties.

5.3 Except as expressly granted in the Agreement, neither Party shall have any rights (by license or otherwise) of any kind in the other Party's Intellectual Property Rights.

6 Confidentiality

6.1 The Parties hereby undertake, without limitation in time, not to disclose Confidential Information to any third party (other than as stipulated in this Section 6) which a Party receives or has received as a result of this Agreement.

6.2 Customer acknowledges that BIMobject Cloud contains proprietary and Confidential Information, including, but not limited to, the ideas, methods of operation, processes, know-how, sub-systems and modules included in the BIMobject Cloud, the graphical user interfaces for the software, and the look and feel of the software, all of which embody certain exceptionally valuable trade secrets of BIMobject and/or any third party thereto. Such Confidential Information shall be held and maintained by Customer in confidence for the exclusive benefit of BIMobject.

6.3 BIMobject agrees that, during the term of the Agreement and thereafter, it shall (i) use Customer's Confidential Information only for the purposes of performing its obligations under this Agreement and, (ii) reproduce Customer's Confidential Information only to the extent reasonably required to fulfil BIMobject's obligations under the Agreement.

6.4 A Party may disclose the other Party's Confidential Information only to such Party's officers, directors, employees, consultants, subcontractors and other third-party service providers who have a need to know such information, and who are each obligated by a written agreement to comply with confidentiality provisions no less restrictive than those set forth in this Agreement.

6.5 Where disclosure of Confidential Information is mandated by a government entity or by court, if required by law, or by court order of another authority of competent jurisdiction, or as obligated to provide or disclose in accordance with applicable marketplace rules, the parties shall, in good faith, try to prevent and/or limit such disclosure through filing a protective order.

6.6 A Party shall take at least the same degree of care that it uses to protect its confidential and proprietary information of similar nature and importance to protect the confidentiality and avoid the unauthorized use, disclosure, publication or dissemination of the other Party's Confidential Information.

7 Term and Termination

7.1 This Agreement enters into force on the Effective Date and shall remain in full force and effect until it expires or is terminated in accordance with the terms of the Agreement ("**Term**").

7.2 The Subscribed Services are provided as either (a) recurring annual or multi-year subscription (collectively referred to as "**annual subscription**") or (b) recurring monthly subscription, whether a single month or multiple month subscription less than a year (collectively referred to as "**monthly subscription**", and each an annual subscription and monthly subscription shall also be referred to herein as a "**subscription term**"), starting at the Effective Date, and shall automatically renew for additional periods equal to (i) the then current expiring subscription term; or (ii) the renewal subscription term stated in the Order Form, if any, unless and until the Agreement is expired or terminated as per the terms hereof. Non-subscription Services shall terminate in accordance with the terms as indicated within the Order Form. Each Brand Customer wishes to upload to the BIMobject Cloud requires a separate license designation on the Order Form and payment of a separate subscription.

7.3 In the event of an annual subscription, either Party may at any time terminate the Agreement, either in its entirety or in part, prior to the expiry of a subscription term by giving the other Party at least three (3) months' prior written notice, which such termination shall be effective at the end of said subscription term. In the event of a monthly subscription, Customer may cancel the Agreement, either in its entirety or in part, as to a specific license at any time prior to the expiry of the subscription term by providing BIMobject prior written notice as follows: (a) one (1) day's prior notice for a one-month subscription; (b) thirty (30) days' prior notice for a monthly subscription term between one (1) to six (6) months; and (c) at least three (3) months' prior notice for a monthly subscription term in excess of six (6) months, and in all such instances within subsections (a) through (c) herein said termination shall be effective at the end of said current subscription term. However, in no event, shall Customer receive any pro rata refund for a cancellation prior to the expiration of the then current subscribed month or term whether cancelled and or terminated by Customer in any manner, or by BIMobject under Section 7.4 below. Unless otherwise specified in the Order Form, to prevent renewal of Customer subscription, Customer or BIMobject must give written notice of non-renewal. For avoidance of any doubt, failure of Customer to provide written notice to BIMobject of such termination in accordance with the terms herein shall result in a renewal as further set forth within Section 7.2; provided, however, that Customer shall waive its right to cancel its subscription or this Agreement should a cause for termination by BIMobject under 7.4 exist.

7.4 A Party may terminate the Agreement for cause (a) upon thirty (30) days written notice to the other Party specifying a material breach of such party's failure to perform its duties and obligations hereunder, and such breach remains uncured at the expiration of such period (which includes, non-payment of Fees under this Agreement being such a material breach), or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceedings relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For the avoidance of doubt, all Fees are non-cancellable and non-refundable except as otherwise set forth in this Agreement.

7.5 In the event Customer fails to pay Fees or any other amounts due, or Customer has otherwise failed to comply with the terms of the Agreement, then in addition to all other remedies available to BIMobject, BIMobject reserves the right to immediately suspend Customer's access and use of the Services and/or any other services, functions, and/or products made available to Customer under the Agreement and/or through the BIMobject Cloud and/or through any Model Development (or reduce the Tier of service to which Customer is entitled or as to one or more Brands as to which Customer makes only a partial payment, at BIMobject's sole election). Upon payment in full of all amounts due, BIMobject shall reinstate Customer's access to the Services for the remainder of the current term then in effect prior to the suspension, unless other reasons exist to continue the suspension or to terminate the license(s) or Services of Customer. A termination in accordance with the terms herein shall not (i) release or otherwise waive any outstanding balance or amounts due from Customer, (ii) extend the subscription term for Customer, or (iii) impose any liability upon BIMobject.

7.6 After the expiration or termination of the Agreement, in whole or in part, BIMobject may, at its sole discretion or within ten (10) Business Days following receipt of written instruction from Customer, remove all the Content from BIMobject Cloud for termination or expiration in the entirety of this Agreement or as to any particular Brands for which the expiration or termination of said license applies. Notwithstanding the above, BIMobject reserves the right, however makes no undertaking, to retain archival copies of the Content in order to comply with any applicable law or regulations, to comply with BIMobject's internal routines, to enable the survival of and continued use of End User sublicenses as set out in Section 7.8 below, and to enable other permitted use as per the terms of the End User Terms.

7.7 BIMobject shall have the right to immediately, and without prior notice, terminate the Services either wholly or partially provided to Customer where the delivery of such services, in BIMobject's reasonable opinion, would violate or be at risk of violating any applicable laws or regulations.

7.8 Sublicenses granted to End Users as per Section 4.1 (c) shall survive any expiration or termination of the Agreement.

7.9 Sections 4, 5, 6, 7.8, 8, 9, 10, 11, 12 and 13 of these Terms shall survive expiration or termination of the Agreement, together with any other provisions in the Agreement which, according to their terms, are to survive expiration or termination of the Agreement.

8 Warranties; Warranty Disclaimers; Limitation of Liability

8.1 Representation and Warranties

8.1.1 Each Party hereby represents that it has validly entered into this Agreement and has the legal power to do so. An individual accepts these Terms on behalf of the company or other legal entity such individual is acting on behalf of (for example, as an employee, consultant or contractor), or, if there is no legal entity, on behalf of itself as an individual. The individual accepting these Terms represents and warrants that it has the right and authority (as well as the capacity – for example, the sufficient legal age) to act on behalf of and bind such entity (if any) and its affiliates and itself, as relevant, to the Agreement and to grant all permissions and licenses provided in the Agreement.

8.1.2 Customer hereby represents and warrants to BIMobject that (i) it has all necessary right, title and interest in and to the Brands and Content to grant to BIMobject the rights set forth in this Agreement; (ii) the Brands and the Content do not and will not infringe upon any trademark, patent, copyright, design, or other Intellectual Property Rights of any person or entity or violate any applicable law, rule or regulation; (iii) the Content does not contain software viruses, harmful materials, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment; and (iv) it will comply with all laws applicable to its use of the Services.

8.1.3 Customer hereby represents and warrants that it shall (i) ensure that the Authorized Users of Customer are aware of and abide by the Acceptable Use Policy and the End User Terms at all times; (ii) keep all Account Information secure and not allow use or access of the Brand Account except by Authorized Users; and (iii) keep all contact information and billing information current at all times, including, but not limited to, any and all contacts identified within Appendix B1.

8.1.4 BIMobject hereby represents and warrants to Customer that BIMobject shall perform the Services, and/or Model Development if applicable, with reasonable skill and care, in a manner consistent with industry standards and in compliance with laws applicable to its provision of the Services.

8.2 Disclaimer of Warranties

8.2.1 Except as expressly set out in the Agreement, BIMobject does not make any warranty of any kind concerning the Services, regardless of the selected Tier, and hereby disclaims any and all express or implied warranties of any kind. No advice or information, whether oral or written, obtained from BIMobject or elsewhere shall create any warranty not expressly stated in this Agreement.

8.2.2 Customer expressly acknowledges and agrees that the use of the Services and BIMobject Cloud is at Customer's sole risk. The Services are provided on an "as is" and "as available" basis. BIMobject and BIMobject Affiliates, officers, employees, agents, partners and licensors expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The foregoing disclaimer specifically includes, but is not limited to, any and all support services and/or service requests and is applicable to any Tier; provided, however, in the event Customer enters into a separate written service level agreement with BIMobject, which in such case support and service levels shall be governed by said agreement.

8.2.3 Without limitation as to the generality of the foregoing, BIMobject does not warrant or otherwise commit that regardless of Tier or Brand: (a) the Services, or the access thereto or use thereof, will be available, uninterrupted, error-free, secure, accurate, reliable or complete; (b) the Services will meet Customer's requirements or expectations regarding, for example, any particular performance or availability criteria; (c) the Content will not be lost or damaged; (d) errors will be corrected or any particular support requests will be resolved to meet Customer's needs; or (e) that the Services or any server through which Customer accesses the service is free of viruses or other harmful components. Any reference to "unlimited" access, use, storage or otherwise with respect to the Services is subject to the technical limitations of the relevant functionality, service, feature, or product.

8.3 Limitation of Liability

8.3.1 Notwithstanding anything to the contrary set out in the Agreement, and regardless of Tier, BIMobject (or the BIMobject Affiliates, subsidiaries and their respective officers, directors and employees) shall not be liable to Customer for any claim (whether based on contract, negligence or otherwise) for any indirect, punitive, special consequential, exemplary or similar damage, including, but not limited to, loss of business, revenues, profit and goodwill (including harm to Brands), any loss of data suffered, cost of procurement of substitute goods or services, or other intangible loss. In addition, the maximum cumulative liability of BIMobject (or the BIMobject Affiliates, subsidiaries and their respective officers, directors and employees) for all costs, losses or damages from any claims

is limited to the Fees paid by Customer for the Services hereunder during the six (6) months immediately preceding the date when such claim was made (such limitation also applies to any responsibility due to failures of any Services, BIMobject Cloud, equipment, data centers, network access or similar which has been provided by third parties on behalf of BIMobject). These limitations are independent from all other provisions of this agreement and shall apply notwithstanding the failure of BIMobject to enforce any other remedy provided herein.

8.3.2 For the avoidance of doubt, in addition to Section 8.3.1, without limitation, and regardless of Tier, BIMobject shall have no responsibility or liability for any claims due to: (a) Content provided by Customer not being admitted for publication and/or removed from publication through BIMobject Cloud, as decided by BIMobject in its sole discretion; or (b) errors in the Account Information provided by Customer, for Customer's failure to keep the Account Information secure or for unauthorized access or use of the Brand Account.

9 Indemnification

Customer shall defend, indemnify, and hold harmless BIMobject, BIMobject Affiliates and their respective directors, officers, employees and representatives (collectively, "**BIMobject Indemnitees**") against any and all claims, actions, suits, proceedings (or threat thereof), liabilities, losses, actual damages, indirect damages (including consequential), special damages, fines, penalties, judgments, costs and expenses (including, without limitation, reasonable attorneys' fees and costs), arising out of or in connection with any breach or alleged breach of Customer's obligations under the Agreement, including, but not limited to, any of the representations and undertakings in Sections 3.2, 3.5 and 8.1 and any allegation that the Content has caused death or bodily injury or damage to the real or tangible property of any third party (collectively, "**BIMobject Claims**"). BIMobject shall promptly notify Customer in writing of any BIMobject Claim and give Customer sole control of the defense and any settlement thereof; provided, however, that Customer may not enter into any settlement, judgment or other disposition of the claim, without the written consent of the relevant BIMobject Indemnitees where such settlement, judgment or disposition of the claim either admits liability of the BIMobject Indemnitees or imposes any obligation liability or cost on the BIMobject Indemnitees. BIMobject may join in the defense or settlement of any BIMobject Claim with counsel of its choice, at its own expense.

10 Data Protection

10.1 BIMobject and Customer acknowledge and understand that the provision of certain Services by BIMobject to Customer under this Agreement will result in the collection of, access to, and/or other use ("**processing**") of personal and personally identifying information ("**personal data**") from time to time.

10.2 BIMobject and Customer each undertake and agree to take all necessary measures to ensure that their respective data processing activities shall be carried out in accordance and compliance with Applicable Data Protection Law and each party shall individually assume full responsibility and undertake to do what is necessary to secure its own compliance with Applicable Data Protection Law and to not violate same.

10.3 Customer acknowledges that the processing of personal data in accordance with or as a result of this Agreement may at any time require the conclusion of further documentation and/or agreements to ensure compliance with Applicable Data Protection Law. In the event that such documentation is required by BIMobject, acting reasonably, Customer undertakes that Customer, and/or its relevant affiliates or subcontractors shall, upon BIMobject's request, promptly enter into any such agreement(s).

10.4 Where Customer accesses and/or processes the personal data of any End User in order to ensure the protection of such personal data, the terms of the mutual Data Protection Agreement exhibited at Appendix B hereto will be incorporated into this Agreement by reference and will apply to the processing on an identical basis as if stated verbatim herein.

11 Fees and payment

11.1 Customer shall be responsible and liable for the timely payment of any and all Fees and any other charges pertaining to the Services to be provided by BIMobject under the Agreement. All payments of Fees shall be made in advance. Payments of Fees by Customer must be received in the same currency by BIMobject as such Fees were invoiced. Failure of Customer to pay in accordance with the agreed schedule of payments as set forth within the Order Form shall afford BIMobject the unilateral right to suspend and/or restrict access to, either in part or in full, the Services. Any suspension or restriction of Services shall not (i) give rise to a Customer credit applied to, or reduction of, the Fees, or (ii) extend the duration of the subscription term as set forth within the Order Form.

11.2 Applicable payment method (credit card for monthly subscription or invoice for annual subscription), applicable payment periods, and payment terms are as set out in the Order Form or, if not stated in the Order Form, payment shall be made for annual subscription against invoice from BIMobject, on annual basis and with payment term thirty (30) days from invoice date. Customer acknowledges that the credit card information provided to BIMobject and inserted within the Order Form upon ordering the monthly subscription shall be charged monthly by BIMobject on Customer's behalf to receive the monthly recurring subscription as offered herein until terminated by Customer pursuant to the terms of this Agreement. Services that are one-time purchases (non-subscription services) shall be paid by Customer with the applicable payment method and payment term as set forth within the Order Form.

11.3 In the event that Customer has provided its credit card information to BIMobject for payment of the Fees, Customer represents and warrants that it is authorized to use the designated payment method and authorizes BIMobject (or BIMobject's third-party payment processor) to periodically charge the payment method for any and all Fees (including any applicable taxes and other charges) pertaining to a payment period as set out in the Order Form (as amended from time to time) throughout the Term.

11.4 Customer acknowledges and agrees that the Subscribed Services are provided as a recurring subscription and that until the Agreement is expired or terminated as per the terms hereof, the subscription shall automatically renew. Customer expressly agrees that the payment method on file will be charged for the duration of the Agreement. To avoid future charges, Customer must terminate the Agreement before a renewal date taking the relevant notice period into account. All amounts paid are non-refundable.

11.5 Customer is responsible and liable to make sure that Customer's payment details are correct to allow successful payments. If the payment method cannot be verified, is invalid, or is otherwise not acceptable, Customer's access to the Services may be suspended, cancelled and/or terminated, in whole or in part, immediately or at any time thereafter. Customer agrees that BIMobject may re-attempt payment processing upon receiving updated payment details. Notwithstanding the foregoing, Customer remains responsible for any uncollected Fees.

11.6 By entering payment details as per the above, Customer agrees that BIMobject and/or our third-party payment providers and processors may process, collect and store all or any part of Customer's payment details on our behalf or as needed so that payment can be made throughout the Term. Customer further agrees that BIMobject may share its payment details with any such third-party payment providers and that BIMobject may change its third-party payment provider and/or payment processor at any time for any reason.

11.7 Any amount not paid to BIMobject when due shall bear annual interest at the rate of eleven percent (11%) (or the highest rate permitted by applicable law, if less). In addition, BIMobject shall be entitled to claim any other charges related to payment reminders or other actions taken due to late or non-payment permitted by applicable law, to the highest amount permitted, from Customer.

11.8 The Fees are exclusive of value-added tax, sales tax, customs duties, or similar taxes or imposts, including withholding taxes, and shall be made by Customer without deduction therefrom. Customer shall pay all such taxes

or duties, except taxes based on BIMobject's net income, and reimburse BIMobject if BIMobject is required to pay any such taxes or duties. A higher Tier may incur larger value-added tax, sales tax, customs duties, or similar taxes or imposts.

11.9 The Fees for all Services shall be subject to an annual increase of four percent (4%) from the current base price then in effect at the time of subscription, which such annual increase shall be effective as of each January 1 of the Term unless BIMobject, in its sole discretion, decides otherwise and without any requirement for notification of Customer thereof. To the extent Customer received a discount on Fees as would be provided for within an Order Form, if any, (whether by promotion code or otherwise) such discount shall not affect the annual increase of four percent (4%) from the base pricing then in effect at the time of ordering the Subscribed Services and such annual increase shall be applied to any such renewal term provided for in Section 7.2. For avoidance of doubt, annual increases shall apply to monthly renewal subscription as well as the annual subscription.

11.10 BIMobject may, in its sole discretion, change the Fees for any Services at any time, such changes to become effective at the end of the then current subscription term or any later date stated by BIMobject. BIMobject shall provide Customer with prior notice of any such changes of the Fees. In the event such notice is provided to Customer less than three (3) months prior to the changes becoming effective, Customer shall, notwithstanding anything to the contrary set out in Section 7.3, have the right to terminate the Agreement at the end of the subscription term following which the changes of the Fees shall become effective by giving BIMobject written notice of termination no later than one (1) month from when the notice was provided by BIMobject.

12 General provisions

12.1 Notices. All notices and communications required or permitted under the Agreement shall be in the English language and addressed to the Party's respective address, including e-mail address, set out in the Order Form (including, for the avoidance of doubt, the e-mail address stated when placing an order online) or to such other address notified in writing no later than ten (10) Business Days prior to the giving of the notice and shall be deemed to have been received by a Party, at the latest, when:

(a) delivered by post, unless actually received earlier, on the third Business Day after posting, if posted within the same state, or the fifth Business Day, if posted cross-border; (b) delivered by hand, on the day of delivery; or (c) delivered by e-mail, on the day the e-mail was sent.

12.2 Force majeure. Neither Party shall, with the exception of Customer's payment obligations, be liable for a failure to perform any of its obligations under the Agreement due to any circumstance beyond its or its affiliated companies' and subcontractors' reasonable control, including, but not limited to, the failure by any third party to perform its obligations, labour disputes, fire, war, pandemics or similar, general mobilisation or unforeseen military mobilisations, requisition, seizure, acts or decisions of governments or authorities to a similar extent, requisition, insurrection and civil commotion, general shortage of materials, restrictions in the use of power, and interruption in the supply of power or internet connection. Should the performance be postponed according to this section for a period exceeding three (3) months, each Party shall be entitled to terminate the Agreement at such time. Neither Party shall be liable for damage or loss to the other party caused by performance being postponed or terminated as a result of this section.

12.3 Publicity. Customer shall not make any public statement, press release, nor any other announcement relating to the Agreement without the prior written approval of BIMobject except as required by applicable law or stock exchange rules.

12.4 Stock exchange rules. The Parties acknowledge that BIMobject AB (the parent company of the BIMobject group) is a public company listed on the Swedish stock exchange market and that all information that may impact the share price of BIMobject AB must be communicated by BIMobject AB to the relevant stock exchange market prior to publishing through additional channels. The Parties acknowledge and agree that any such communication

shall not be considered as a violation of secrecy or other violation of the Agreement and that BIMobject AB may, in its sole discretion, decide when and which information needs to be published in order to fulfil its requirements due to the listing on the stock exchange market.

12.5 Costs. Each Party to the Agreement shall bear its own costs in respect of the preparation, negotiation and completion of this Agreement (together with any associated documentation) and the transactions contemplated by same. Save where otherwise expressly stated in the Agreement, each Party shall bear its own costs in respect of the performance of its obligations under the Agreement or in respect of the exercise of that Party's rights under the Agreement.

12.6 Independent contractors. Customer and BIMobject are independent contractors. Nothing contained herein shall in any way constitute a partnership or joint venture between the Parties or be construed to evidence the intention of the Parties to constitute such. Neither Party, nor any of its employees, consultants, contractors or agents are agents, employees, or joint ventures of the other. Neither Party is or shall represent itself as an agent, legal representative, employee or partner of the other Party.

12.7 Subcontractors. The Parties agree that BIMobject may engage subcontractors to provide the Services under the Agreement.

12.8 Assignment. A Party shall not be entitled to assign its rights or obligations under the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, BIMobject may (i) assign its rights and/or obligations under this Agreement to a BIMobject Affiliate; (ii) assign this Agreement to its successors-in-interest (whether by purchase of stock or assets, merger, operation of law or otherwise) of that portion of its business related to the subject matter of this Agreement, provided that the successor-in-interest agrees in writing to be bound by the terms of this Agreement; and (iii) assign its right to claim, collect and receive payments under the Agreement.

12.9 Amendments. BIMobject may modify any part or all of the Agreement by posting an amended version at http://business.bimobject.com/gtc. The amended version shall become effective and binding the next Business Day after it is posted. BIMobject will provide Customer notice of this change by email. If Customer does not agree with a material modification to the Agreement, Customer shall notify BIMobject in writing within thirty (30) days after BIMobject sends notice of the amendment. Should Customer provide this notice to BIMobject, then the Services shall continue to be governed by the terms and conditions of the Agreement prior to said modification until the next renewal date, after which the new terms posted at http://business.bimobject.com/gtc shall apply. However, in the event BIMobject is no longer able to provide the Services under the terms prior to such modification (for example, if the modifications are required by law or result from general product or service changes), and Customer provides written notice pursuant to the terms herein, then the Agreement and/or affected Services will terminate, or be deemed cancelled in part, upon BIMobject notice to Customer and BIMobject shall promptly refund, on a pro rata basis as applicable, any Fees paid for the Services which cover use of the Service after termination, if any.

12.10 Entire agreement. The Agreement and applicable Order Form and Statement of Work, constitutes the entire agreement and understanding between the Parties relating to the subject matter hereof and supersedes all written or oral commitments, undertakings and agreements which have preceded this Agreement. Each Party acknowledges that it does not rely on, and shall have no remedies in respect of, any statement not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

12.11 Order of precedence. If there is a discrepancy between (i) any special terms section of the Order Form and these Terms, the Order Form shall prevail; (ii) other terms of the Order Form (including any appendices, schedules, exhibits thereto) and these Terms, these Terms shall prevail; or (iii) the terms of the main body of the Terms and any appendices, schedules, exhibits thereto, the terms of the body of the Terms shall prevail.

12.12 Headings. The headings and subheadings contained in the Agreement are for the convenience of the

Parties and for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement.

12.13 Language. These Terms are prepared and written in English. The Terms may from time to time be translated into other languages for convenience, however for the avoidance of doubt, a translation of the Terms does not form part of the Agreement and if there are any discrepancies or uncertainties as between the different language versions, the English version shall prevail.

12.14 Severability. If any provision of the Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of the Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as is possible, the spirit of the Agreement and to achieve the purposes intended by the Parties.

12.15 Waiver. If one Party does not enforce a legal right or remedy available to it under this Agreement or applicable law, that failure shall not be considered a waiver of its right to enforce those rights or remedies in the future.

12.16 Electronic Signatures. This Agreement, including any and all appendixes, schedules, exhibits and related attachments, shall be deemed executed by Customer clicking an icon or button or by checking a box on the BIMobject web portal, by using any electronic sounds, symbols, or processes, by electronic signatures, or by signatures transmitted by email, facsimile, or other electronic means, with the effect being that this Agreement shall be binding on all Parties to the same extent as an agreement with manual signatures.

12.17. Acknowledgment for Electronic Submission. As applicable, by clicking the "submit" button, (or through other means of electronic acceptance) Customer acknowledges and agrees to the terms of this Agreement. Customer also represents and warrants that it has read this Agreement carefully, understands its contents and agrees to be bound by this Agreement. Customer understands that it may, and is encouraged to, inquire as to any questions or concerns about this Agreement prior to affirming its acceptance.

13 Governing Law and Dispute Resolution

13.1 Governing Law for Agreements entered into with BIMobject AB or other BIMobject Affiliate (not BIMobject, Inc).

13.1.1 This Agreement shall be governed by and construed in accordance with the substantive laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC Institute**").

13.1.2 The Rules for Expedited Arbitrations shall apply, unless the SCC Institute in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Malmö, Sweden. The language to be used in the arbitral proceedings shall be English.

13.1.3. The Parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other Party. This notwithstanding, a Party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other Party in

connection with the dispute, or if the Party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

13.1.4 In case this Agreement or any part of it is assigned or transferred to a third party, such third party shall automatically be bound by the provisions of this arbitration clause.

13.2 Governing Law and Provisions or Agreements entered into with BIMobject, Inc.

13.2.1 Governing Law: This Agreement shall be governed by and construed under the laws of the State of Missouri and the United States without regard to conflicts of laws provisions thereof.

13.2.2 Jurisdiction and Venue: All disputes between the parties relating to this Agreement and/or the Services herein provided shall be submitted to the exclusive jurisdiction of the state and federal courts of St. Louis County, Missouri. Each Party irrevocably consents to the exclusive jurisdiction of, and venue in such court, and waives any: (i) objection it may have to any proceedings brought therein; (ii) claim that the proceedings have been brought in an inconvenient forum; and (iii) right to object (with respect to such proceedings) that the St. Louis County Circuit Court does not have jurisdiction over that Party.

13.3 Attorneys' Fees: Whether under 13.1 or 13.2, in the event a legal proceeding is commenced to enforce this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs from the other Party. Further, Customer agrees to pay any and all reasonable attorneys' fees incurred by BIMobject in its efforts to enforce the terms of this Agreement (even prior to the filing of or instituting any formal legal proceeding in court as set forth above), specifically, but not limited to, the enforcement of Fees as described herein.

14 Definitions

Capitalized words used in the Agreement and not otherwise defined in the Agreement shall have the meaning given to them below:

"**Acceptable Use Policy**" means the BIMobject acceptable use policy as modified from time to time by BIMobject in its sole discretion, the current version set out in Appendix A to the Terms.

"**API Solution**" means purchased product administration help from BIMobject for administrator access to object files and/or technical support as further described in an Order Form.

"**Applicable Data Protection Law**" means all worldwide data protection and privacy laws and regulations applicable to the personal data in question and or being processed including, where applicable, EU Data Protection Law.

"**Authorized Users**" means any and all approved Users to whom access to or other use of the Services (including access to the Brand Account and or the specific Brand license) is made available by Customer or on Customer's behalf, which is specifically limited to Customer's employees, contractors and other authorized third-party service providers. Customer's Authorized Users shall not exceed the number of Users specified within the Order Form, if any.

"**BIMobject**" means the relevant BIMobject entity entering these Terms with the Customer as hereinafter set forth: (i) the BIMobject entity listed on Order Form, if any; (ii) BIMobject AB, if Customer is domiciled anywhere else than within the United States of America, Canada, Mexico or any country in the Caribbean; or (iii) BIMobject, Inc, if Customer is domiciled in the United States of America, Canada, Mexico or any country in the Caribbean.

"**BIMobject Affiliate**" means each of BIMobject AB, BIMobject Inc, and any of their direct and/or indirect subsidiaries, with the exclusion of the BIMobject entity defined as BIMobject in these Terms.

"**BIMobject Cloud**" means the software and all functionalities, interfaces, features, solutions, websites, products and services made available by BIMobject and BIMobject Affiliates to customers, End Users, visitors and others from time to time, including but not limited to the Services.

"**BIMobject Content Style Guide**" means the guide(s) which may be posted at https://business.bimobject.com from time-to-time.

"**Brand**" means as a product or group of products sold or serviced by the Customer with such trademarks, service marks, tag lines, descriptions, logos, identifying marks, or similar designations that clearly distinguish the product or group of products from products sold, serviced or owned by any other company.

"**Brand Account**" means the account on BIMobject Cloud where Customer can access and use the Services provided under the Agreement for a Brand, including administration of Authorized Users.

"**Business Day**" means a day when banks are open for general banking business in Sweden, or in the United States when the Agreement is entered into with BIMobject, Inc (other than solely for internet banking).

"**Confidential Information**" means any and all information (whether in written or oral form), including but not limited to technical, practical, commercial information and the contents of this Agreement, except for the following:
(a) information which is known or which becomes known in full detail to the public otherwise than by breach of the obligations herein contained; (b) information which the disclosing Party can show was in its possession before receiving it from the other Party; or (c) information which a Party has received or receives from a third party without restraints as to the disclosure thereof.

"**Content**" means all content provided by Customer for a Brand, directly, via a third-party service provider or via BIMobject or a BIMobject Affiliate, under the Agreement, including but not limited to, BIM objects, CAD files or any other file formats of the Customer Products, Customer Brand Features, and Product Data to be used in or in relation to the Services and to enable BIMobject to provide the same.

"**Content Maintenance**" means a subscription service purchased from BIMobject for an ongoing maintenance and update of existing BIM content developed and or approved by BIMobject, pursuant to a SOW.

"**Credit**" means a purchased or awarded amount to be used for additional marketing activities on the BIMobject Cloud.

"**Customer**" means any legal entity or individual listed as the customer within the Order Form.

"**Customer Brand Features**" means the tag lines, descriptions, identifying marks, trademarks, service marks, logos and other distinctive Brand features provided by Customer for use in relation to the Services.

"**Customer Products**" means the products and materials manufactured, distributed and/or marketed by Customer and its group companies directly or indirectly owned by Customer.

"**Data Features**" means the data tools, reports and features made available through the Services or otherwise through BIMobject Cloud.

"**Effective Date**" means the date when the Order Form comes into effect either by an order online being completed or an order form, business agreement or similar is duly executed by both Parties, as applicable.

"**End User**" means an end user on BIMobject Cloud such as architects, engineers, constructors, designers and other individuals, acting on its own behalf or on behalf of a company, being registered as end user and having executed End User Terms with BIMobject or a BIMobject Affiliate.

"**End User Terms**" means the at any time effective license agreement, terms of service or similar setting out the terms and conditions for End Users' access to and use of BIMobject Cloud, as modified by BIMobject or a BIMobject Affiliate in its sole discretion at any time and available for review on BIMobject Cloud at https://accounts.bimobject.com/termsofservice.

"**EU Data Protection Law**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation); (ii) the EU e-Privacy Directive (Directive 2002/58/EC); and (iii) any and all applicable national data protection laws made under or pursuant to (i) or (ii); in each case as may be amended or superseded from time to time.

"**Fees**" means the fees payable by Customer in respect of the Services as set out in the Order Form, including any increases thereof as per the terms of the Agreement.

"**Freemium Subscription**" means the services, functionalities, features and/or products which are labelled or offered as "free", "evaluation" or another similar designation offered at the sole discretion and election of BIMobject to a select new Customer who has not yet ordered Subscribed Services.

"**Intellectual Property Rights**" including without limitation inventions, trademarks, patents, patterns, designs, copyrights (including copyrights in software), neighbouring rights and database rights, confidential and proprietary information including trade secrets, know-how, and any other rights of a similar kind, whether registered or not, including applications for the registration of such rights under the laws of any governmental authority, domestic or foreign.

"**Model Development**" shall mean the services purchased by Customer for the creation, development and (as applicable) maintenance of BIM objects on behalf of Customer as further set forth within an applicable Statement of Work or Order Form.

"**Order Form**" shall mean any order placed online, any order form, order confirmation, business agreement or similar regarding BIMobject Cloud in relation to which these Terms have been accepted by Customer as part of the process of placing an order online and/or to which these Terms are incorporated by reference, attached and/or which refers to these Terms, and in the receipts, invoices, payment confirmations or similar, as relevant.

"**Party**" means each of BIMobject and Customer. Collectively, BIMobject and Customer are referred to herein as the "**Parties**".

"**Product Data**" means information about the Customer Products provided by Customer in relation to the Services or otherwise under the Agreement.

"**Services**" means the services provided to Customer under this Agreement, which may include the Customer's use of BIMobject Cloud, Subscribed Services, and/or any Model Development and/or hosting services provided by BIMobject to Customer through the BIMobject Cloud, Content Maintenance services, API Solution, and any ancillary products and services provided whether purchased via renewable subscription or as a one-time purchase.

"**Statement of Work**" shall mean the document entered into by and between BIMobject and Customer which include the scope of development of the BIM objects and responsibilities of each party thereto, as well as, any rights and obligations of the parties not covered within Section 3B herein.

"**Subscribed Services**" means the functionality and services on BIMobject Cloud subscribed to by Customer on a Brand-by-Brand basis under this Agreement, in accordance with the selected Tier as specified in the Order Form, including, but not limited to, any Content Maintenance subscriptions, and as amended from time to time in accordance with the terms and conditions of the Agreement.

"**Tier**" means a level of service as described in the Order Form or within any appendix to the Order Form as purchased by the Customer. See tiers and pricing on https://business.bimobject.com/en/plans-pricing/

"**Trial Versions**" means the services, functionalities, features and/or products which are labelled or offered as "free", "evaluation", "trial", "pre-release", "beta" or another similar designation to an existing Customer.

"**User**(**s**)" means any individual(s) who has/have registered an account on the BIMobject Cloud.