

General Terms and Conditions

License Agreement for BIM

The following General Terms and Conditions govern how the User may access and use the Software. These General Terms and Conditions are a binding contract between the User, as an individual or entity, (the “User”) and **ADB Safegate BV, ADDRESS, REGISTRATION NUMBER** (herein after referred to as “Supplier”).

BY ACCESSING OR USING THE SOFTWARE THE USER AGREES THAT A) THE USER HAS READ, UNDERSTOOD, AND B) THE USER AGREES TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS. IF THE USER USES THE SOFTWARE ON BEHALF OF A COMPANY OR ANOTHER LEGAL ENTITY, THEN THE USER REPRESENTS THAT THE USER HAS THE AUTHORITY TO BIND SUCH COMPANY OR OTHER LEGAL ENTITY TO THESE GENERAL TERMS AND CONDITIONS. IF THE USER DOES NOT HAVE SUCH AUTHORITY OR IF THE USER DOES NOT AGREE WITH THESE GENERAL TERMS AND CONDITIONS, THE USER MUST NOT ACCESS THE SOFTWARE AND THE USER IS PROHIBITED FROM USING THE SOFTWARE.

1. DEFINITIONS

Agreement means these General Terms and Condition, as amended or extended from time to time and schedules, appendixes and related information and documentations provided by Supplier to User on Supplier’s website or otherwise in writing in relation to the Software as well as purchase orders as agreed by the Parties.

Affiliate means with respect to any Party, any other person directly or indirectly controlling, controlled by or under common control with such relevant Party. For the purposes of this definition, the term “control” as applied to any Party, means the possession, directly or indirectly, of power, factual or by law, to exercise a decisive influence on the designation of the majority of the directors of a company, or on its management or policy through ownership, voting share, by contract, or otherwise. Notably, there is legal control when it results from the possession of the majority of the voting rights linked to the shares of the controlled company.

Applicable Laws means all applicable federal, regional and local laws, case law, international laws, regulatory constraints and any rule, judgment, court order, instructions or measures of a public or administrative authority, judicial authority or governmental approvals including, but not limited to, anti-corruption laws, anti-terrorism and money laundering laws, import and export control laws, economic sanction and anti-boycotting laws, data privacy laws, safety and security laws, staff and labor laws.

Confidential Information means any written, oral or visual information of a non-public, confidential or proprietary nature, disclosed by the disclosing Party to the receiving Party whether of commercial, financial or technical nature, customer-, supplier-, product- or production-related or otherwise, including, but not limited to, information relating to the Software, all commercial, scientific and technical matters, inventions and trade secrets, Intellectual Property Rights and any patentable technical or other information which is not in the public domain including information comprising or relating to concepts, discoveries, data, designs, formulas, ideas, reports and data analyses, patent applications, process designs, process models, materials and ideas.

Customer Contract means any contract in place prior or after this Agreement between the Supplier and User for products and services that do not concern the Software or are complementary to this Agreement.

Intellectual Property Rights means any and all existing and future, registered or unregistered, intellectual property and proprietary rights, including but not limited to moral rights, works of authorship, copyrights, patents, utility models, all rights of whatsoever nature in computer software and data, database rights, digital data, trade and service marks, trade names, service and product names, trade secrets, rights in logos and get-up, inventions and discoveries, Confidential Information, model & design rights, as well as know-how and trade secret rights, records, documents, papers and all intangible rights, privileges, any other works and applications and all forms of protection of a similar nature or allied to any of the foregoing, in every case in any part of the world, and including all granted registrations and all applications for registration, all renewals, reversions or extensions, the right to sue for damages for past infringement and all forms of protection of a similar nature which may subsist anywhere in the world. Intellectual Property Rights shall contain any enhancements, customization, modifications, derivative work and new inventions, developments, improvements or updates and upgrades thereof, of any kind.

Party means the Supplier or the User.

Parties means the Supplier and User jointly together.

Software shall mean, programs, platforms, routines, application programming interfaces, websites, symbolic languages and other operating information in the form of object or source code that control the functioning of hardware or other software and direct its operation as provided by Supplier to User under the Agreement, including but not limited to Supplier’s website and all data that can be downloaded from this website including all “BIM” data (Building Information Modeling object), 2D or 3D information, pdf or any other file format or related documentation and management console and any updates thereto.

Third Party means any natural person or legal entity who is a) not the Supplier or the User and their Affiliates, and b) who is not part or subject to the transactions and terms and conditions under the Agreement.

2. SOFTWARE

2.1. **License.** The Software is licensed, not sold. The Supplier grants to the User for the term of this Agreement, and the User accepts from the Supplier, subject to the terms of this Agreement, the non-exclusive and non-assignable right to install, access and use the Software for User’s own internal business purpose including its Affiliates and its employees, agents and subcontractors on User’s behalf in accordance with its Agreement (“License”). For the avoidance of doubt, customers or end users of User are excluded from such use, unless otherwise authorized or agreed by Supplier in writing. The User may not use the Software for any other purpose. Any other use requires the prior written consent of the Supplier. Under no circumstances shall User be entitled to use anything but the specific version of the Software that Supplier provides to the User at the time the User enters into this Agreement.

The License includes the right to (a) to make a reasonable number of copies of the Software solely for archival and backup purposes; and (b) store or install a copy of the Software on a one or more devices such as a network server, computer, notebook. The User must reproduce on all copies of the Software all copyright notices and other proprietary legends on the original copy of the Software. User is agrees that Supplier may, at its sole discretion, at any time provide any and all Software to the User directly or indirectly through an Affiliate.

2.2. **No distribution and legal use.** The User agrees that it will not: (a) copy, rent, lease, sell, transfer distribute, disclose any part of the Software to Third Parties, unless otherwise explicitly agreed by the Supplier; (b) use the Software for any illegal purpose or in violation of any law, regulation or contractual obligation; (c) bypass user authentication or try to gain unauthorized access to the Software; (d) share passwords or authentication credentials for the Software with another person or legal entity, unless otherwise agreed; (e) transmit

viruses, worms or other software agents through the Software; (f) use the Software in a such a way that it impacts the stability of Supplier's servers or the operation or performance of the Software.

- 2.3. **No reverse engineering and modifications.** Unless agreed by Parties in writing or if the enforcement of this provision is expressly prohibited by Applicable Law, the User shall not under any circumstances attempt, or knowingly cause or permit others to attempt to modify, adapt, port, merge, decompile, disassemble, reverse engineer, decipher, decrypt or otherwise discover the source code or any other parts of the mechanisms and algorithms used by Software nor remove restrictions or create derivative works of Software or of any part of it. The User may not alter, modify, adapt, port or merge Software or any part thereof.

3. **WARRANTY AND LIABILITY**

THE SOFTWARE IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE AND NON-INFRINGEMENT, ACCURACY, QUALITY OR ERROR-FREE OPERATION.

THE ENTIRE RISK AS TO DOWNLOAD AND USE OF THE SOFTWARE IS BORNE BY THE USER. THE USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO ITS COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OR USE OF THE SOFTWARE.

IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY OF ANY KIND, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE AND THIS AGREEMENT.

SUPPLIER SHALL NOT BE LIABLE TO THE USER OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE), UNDER A WARRANTY OR INDEMNITY, UNDER STATUTE OR OTHERWISE, UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY DIRECT AND INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST REVENUE, LOST PROFIT, INTERRUPTION OF USE OR BUSINESS, LOST OR CORRUPTED DATA, ANY LOSS OF GOODWILL OR REPUTATION; COSTS OF PROCUREMENT FOR SUBSTITUTION OF PRODUCTS OR SERVICES, THIRD-PARTY SOFTWARE AND CLAIMS, PROVIDED INFORMATION, WASTED MANAGEMENT TIME, LOSS OF USE OF COMPUTER SYSTEMS AND RELATED EQUIPMENT, COMPUTER FAILURE AND MALFUNCTIONS, DOWNTIME COSTS, HOWEVER CAUSED, ARISING OUT OF THE AGREEMENT OR THE TERMINATION THEREOF EVEN IF A) THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR B) THE DAMAGES WERE FORESEEABLE.

USER AGREES THAT ITS SOLE AND EXCLUSIVE REMEDY FOR DISSATISFACTION IN RELATION TO THE SOFTWARE IS TO CEASE USING THE SOFTWARE.

THE PROVISIONS OF THIS CLAUSE ("WARRANTY AND LIABILITY") SHALL NOT APPLY TO THE EXTENT RESTRICTED OR PREVENTED BY MANDATORY APPLICABLE LAW THAT CANNOT BE AMENDED OR EXCLUDED BY CONTRACTUAL WAIVER, SUCH AS DELIBERATE ACTS AND FRAUD.

4. **THIRD PARTY SERVICES**

- 4.1. Supplier may use and offer to User the provision of Third-Party services in connection with the Agreement, which may include Third Party software in connection or combination with the Software under this Agreement. However, the use of Third-Party services is governed solely by the terms and conditions of the Third-Party provider, including any opens source software terms, which apply directly to User and prevail over this Agreement. User acknowledges that its breach of such terms and conditions shall also be deemed a breach of this Agreement.
- 4.2. Supplier assumes no responsibility for the Third-Party services and any disclosure, modification or deletion of data by the Third-Party and Supplier shall have no liability for, and User is not relieved of any obligations under the Agreement or entitled to any refund, credit, or other compensation due to any unavailability of the Third-Party services or any change in the ability of Supplier to interoperate with the Third-Party services.
- 4.3. Supplier does not intentionally provide the Software with any open-source software that is known to be illegal or prohibited. For the avoidance of doubt, Supplier is not a sub licensor of any Third-Party software to User which is licensed directly to the User.

5. **INTELLECTUAL PROPERTY**

- 5.1. Nothing contained within the Agreement constitutes a transfer of any Intellectual Property Rights from one Party to the other Party and each Party acknowledges that no right, entitlement, or interest in the Intellectual Property Rights of a Party is extended to or conveyed to the other Party, except as expressly stated in the Agreement. Neither Party shall have the right to contest, claim or will undertake or try to obtain, register or apply for any Intellectual Property Rights or other rights, names, or designations owned by the other Party anywhere in the world. Neither Party shall do anything that might exhaust, misrepresent, change or otherwise compromise the ownership or Intellectual Proprietary Rights of the other Party or its suppliers under this Agreement.
- 5.2. Supplier and its licensors exclusively own all rights, title and interests in all worldwide Intellectual Property Rights generated or provided with respect to the Software including its results under the Agreement, either specific to the User, the User's customers or in general in connection with the Agreement or arising out of the business relationship between the Parties, either during, before or after the termination of the Agreement, including any modifications, suggestions, enhancement feedbacks or recommendations provided by the User which shall at all times solely remain or be automatically transferred to Supplier through assignment, entitlement or otherwise for Supplier's use. For this purpose, Supplier shall also have the right to file and prosecute at its own expenses any patent application on the same above, in any country, region or jurisdiction in the world in its own name or on behalf of the User, as the case may be. All rights not expressly granted to the User in these General Terms and Conditions are reserved by Supplier.
- 5.3. The User may not remove any titles, trademarks or trade names, copyright notices, legends, or other proprietary markings on the Software.

- 5.4. Nothing in connection with the Agreement or the use of the Software, gives User a right to use any of Supplier's, or of its Affiliate's trade names, trademarks, service marks, logos, domain names or other distinctive brand features, unless otherwise expressly agreed in writing with Supplier.
- 5.5. By submitting suggestions for enhancements or other feedback regarding the Software to Supplier, User agrees that Supplier may at its discretion utilize or share such feedback for any purpose without compensation to User.

6. CONFIDENTIALITY

- 6.1. The receiving Party agrees to use the Confidential Information only in connection with the Agreement and undertakes that for the duration of the Agreement as well as for five (5) years thereafter, it will keep confidential and will not use for its own purposes nor without the prior written consent of the disclosing Party divulge to any third-party any Confidential Information of the disclosing Party or its activity it has received or obtained in the framework of the Agreement using at least the same degree of care that the receiving Party employs to protect its own Confidential Information, but never less than a reasonable standard. Trade secrets of a Party shall be subject to the confidentiality obligations of this Agreement at all times so long as the trade secrets remain trade secrets under Applicable Law. The disclosure within its enterprise to another Affiliate of the receiving Party or to its contractors, consultants, investors and insurers with a "need to know" for the purpose of implementing the Agreement does not require the prior written consent of the disclosing Party, provided that any of these third-parties is subject to appropriate confidentiality obligations and may not be a competitor of the disclosing Party. The disclosing Party retains all right, title, and interest to its Confidential Information.
- 6.2. The provisions of this Clause ("CONFIDENTIALITY") shall not apply to any Confidential Information of the disclosing Party that:
 - a) at the time of disclosure, is generally known to the public through no fault of the receiving Party; or
 - b) at the time of disclosure, has been made available to the receiving Party by a third-party having the lawful rights to do so without breaching any such obligation of non-use or confidentiality; or
 - c) is proven by the receiving Party to have been independently developed by the receiving Party without making use of the Confidential Information of the disclosing Party; or
 - d) the receiving Party is required to disclose in compliance with Applicable Laws, or to comply with governmental regulations. The receiving Party shall provide prior written notice of such disclosure to the disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the degree of such disclosure and affords the disclosing Party as much notice as possible of such disclosure to allow the disclosing Party to do likewise.
- 6.3. If the receiving Party violates or threatens to violate its confidential obligations, the disclosing Party shall be entitled to seek injunctive relief without the need to post bond, in addition to any other available legal or equitable remedies.
- 6.4. Upon termination of the Agreement, each Party shall promptly return any property and delete any remaining Confidential Information of the other Party, unless otherwise agreed in this Agreement or as required by Applicable Laws. Upon written request of the other Party a written certification of the deletion shall be provided.

7. DATA PRIVACY

- 7.1. The Supplier commits to respect the European Regulation EU 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) as well as the national applicable data privacy laws.
- 7.2. For the purpose of this Agreement, Supplier and its Affiliates may use and store personal data of the User such as name, business telephone, address, and email ("Business Contact Information") that the User has provided to the Supplier when entering in this Agreement.
- 7.3. The User acknowledge that the Supplier or its Affiliates shall be considered to be a controller of the Business Contact Information that the User shares with the Supplier for accessing the Software.
- 7.4. Supplier may use such Business Contact Information to contact the User for sales and marketing activities and newsletters regarding Supplier's products and services from time to time or in connection with this Agreement. User may at any time revoke this consent and unsubscribe from the respective email sent by Supplier to the User us the following email: marketing@adbsafegate.com.
- 7.5. The User agree to be aware that Supplier's services are available globally and that by accessing and using the Software User's Business Information may be transferred to any country in which Supplier does business, operates and/or exists. If User has any concerns about this, the User should not agree to these Agreement nor should use the Software.
- 7.6. In additional to the foregoing, Supplier's privacy as provided at Supplier's website applies to this Agreement.

8. COMMENCEMENT AND TERM

This Agreement shall commence on the date when accessing the Software and shall continue to be in effect until one of the Parties terminates the Agreement in accordance with the Clause ("TERMINATION").

9. TERMINATION

- 9.1. At any time, either Party may terminate this Agreement by giving a prior written notice to the other Party at any time.
- 9.2. In case of a termination, all rights granted to the User under the Agreement shall forthwith terminate and immediately revert to the Supplier. All use of the Software shall be discontinued.
- 9.3. Termination of the Agreement for any reason will not affect accrued rights, indemnities, existing and due commitments prior termination until their fulfillment or any contractual provision that by their nature are intended to survive termination. Any Party hereto shall not be released from any obligation which, at the time of such termination, has already become due to the other Party and termination shall not preclude either Party from pursuing any rights and remedies it may have hereunder or at law or in equity with respect to any breach of the Agreement.

10. DISPUTES

- 10.1. **Dispute Resolution.** At all times, Parties shall endeavor in good faith to resolve any dispute and matter arising out of this Agreement by amicable solutions and good faith negotiations. For such purpose, either Party may upon prior written notice within reasonable time request an extraordinary meeting of Parties' relevant management team members, in order to discuss an amicable resolution.
- 10.2. **Applicable Law and Jurisdiction.** The Agreement is governed by and must be construed, interpreted in accordance with the laws of Belgium without given effect to the conflict of law principles thereof. The courts of Brussels have exclusive jurisdiction over any dispute, legal action and proceedings arising out of or related to the Agreement, including its termination, which shall be binding and

enforceable upon the Parties worldwide. United Nations Convention on the International Sale of Goods, and choice of law rules of any jurisdiction will not apply to this Agreement.

In the event of any proceeding or litigation arising out of this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party its legal fees, court fees and related costs to the extent and in ratio of its success. Notwithstanding the foregoing, Supplier may bring legal actions against the User in the country of incorporation, if it deems necessary for the enforceability of the payments by the User under the Agreement.

11. MISCELLANEOUS

- 11.1. **No Implied Rights.** Other than expressly provided for in the Agreement, nothing in the Agreement grants or shall be construed to grant to any Party any further or implied right or license to any Intellectual Property Right or application therefore which are held by or in the name of the other Party or which are controlled by the other Party, or to any Confidential Information received from the other Party.
- 11.2. **Assignment.** This Agreement and any right or obligation thereunder is binding upon and inure for the benefit of the successors of the Parties but may not be assigned or otherwise transferred in whole or in part to a third person without the prior written consent of the other Party, which shall not unreasonably be withheld. Such prior consent is not required for the assignment to an Affiliate or investors by way of a performance security or in case of a merger or acquisition by a third party who is not a direct competitor from the same industry of the non-assigning Party. Payment of receivables under the Agreement may be assigned for the purpose of debt collection or factoring without prior consent but require a written notification to the other Party.
- 11.3. **Waivers.** No failure or delay by any Party in exercising any right or remedy provided by law or pursuant to the Agreement will impair such right or remedy or be construed as a waiver of it and will not preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy will preclude any further exercise of it or the exercise of any other remedy.
- 11.4. **Severability.** If any provision of the Agreement or of any of the documents contemplated in it is held to be invalid or unenforceable, then such provision will (so far as it is invalid or unenforceable) have no effect and will be deemed not to be included in the Agreement or the relevant document, but without invalidating any of the remaining provisions of the Agreement or that document. The Parties must then use all reasonable endeavors to replace the invalid or unenforceable provision by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.
- 11.5. **Reproduction.** Any reproduction of this Agreement made by reliable means, such as photocopy, PDF, or facsimile, is considered to be an original.
- 11.6. **Third Party Rights.** This Agreement is made for the benefit of the Parties and is not intended to benefit any Third Party or be enforceable by any Third Party.
- 11.7. **Modification.** Supplier may update these General Terms and Conditions from time to time without any notice to the User. The Supplier is constantly innovating and refining the Software. User agrees that the version, form, nature and content of the Software which Supplier provides may change and/or evolve from time to time without prior notice to the User.
- 11.8. **Customer Contract:** Nothing in this Agreement shall invalidate the terms of the Customer Contract which shall have full force and effect. However, this Agreement shall prevail in the event of a conflict with the Customer Contract in terms of the specific subject matter of this Agreement.

11.9. Contact Information

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Belgium