

TERMS AND CONDITIONS

1. INTRODUCTORY PROVISION

- 1.1. These Terms and Conditions, as amended from time to time (the “**Terms**”) constitute a legally binding agreement as of the Effective Date (as defined below) between us, i. e. our company BIM Technology s.r.o., with its registered office at č. p. 90, 370 07 Nedabyle, Czech Republic, company ID: 04333365, registered in the Commercial Register maintained by Municipal court of České Budějovice, ID no.: C 24045 (“**we**”) and you, or any other entity which you represent (“**you**”), governing your access to, and the use of the Service (as defined below) through the website bimtech.eu or through any other means.

2. OUR SERVICE

- 2.1. Our Service. We operate BIMTech Tools, a cloud-based platform featuring various construction and design functionalities, application programming interface and tools offered online through the web interface bimtech.eu (the “**Service**”).
- 2.2. Modification or Discontinuation of the Service. We may add, modify or discontinue any feature, functionality or any other tool within the Service at our own discretion and without further notice. However, if we make any material adverse change in the core functionality of the Service, we will notify you accordingly via e-mail.

3. ACCOUNT REGISTRATION AND ADMINISTRATION

- 3.1. Account Registration. To register to the Service for the first time, you shall create an account. While creating an account (the “**Account**”), you will be required to affirm and express your consent with these Terms by either clicking on a button or checking a checkbox. By doing so, these Terms become effective and binding between us (the “**Effective Date**”).
- 3.2. Registration Information. When creating an Account and filling a registration information, you (a) agree to provide us with accurate information about yourself, (b) acknowledge that it is your responsibility to ensure that your password remains confidential and secure and (a) agree that you are fully responsible for all activities that occur under your Account. We may assume that any communications we receive under your Account have been made by you. You will be solely liable for any losses, damages, liability and expenses incurred by us or a third party due to any unauthorized usage of the Account by either you or any third party on your behalf.
- 3.3. User Verification. You agree that we may require you to provide adequate information to confirm your identity and help ensure the security of your Account, especially in the event you lose access to your Account or otherwise request information about an Account, in which case we reserve the right to request from you any verification we deem necessary before restoring access to or providing information about such. don't

4. YOUR CUSTOMER DATA

- 4.1. Customer Data. Customer Data is any data or other content uploaded, submitted or otherwise made available to or through the Service by you (the “**Customer Data**”). You retain all rights to and control of the Customer Data, in the form submitted to the Service. Subject to these Terms, you grant us a worldwide, royalty-free, limited license to access, use, process, copy, distribute, export, and display the Customer Data to the extent (and

solely to the extent) in which reformatting Customer Data for display in the Service constitutes a modification or derivative work, including the right to make modifications and derivative works. The afore-mentioned license is hereby granted solely (a) to maintain and provide you the Service, (b) to prevent or address technical or security issues or resolve support requests, (c) to investigate when we have a good faith belief, or have received a complaint alleging, that such Customer Data is in violation of these Terms, (d) to comply with a valid legal subpoena, request, or other lawful process, and (e) as otherwise expressly permitted by you.

- 4.2. Responsibility for Customer Data. You warrant that (a) you have or have obtained all rights, licenses, consents, permissions, power and/or authority necessary to grant the rights granted in these Terms to any Customer Data you submit, post or display on or through the Service, and that (b) the Customer Data you submit, your use of such Customer Data, and our use of such Customer Data, as set forth in these Terms, do not (i) infringe or violate any patents, copyrights, trademarks or other intellectual property or any other rights of any third party or (ii) violate any applicable laws, regulations and conventions. You are solely responsible for Customer Data and the consequences of using, disclosing, storing, or transmitting it and on the contrary, unless otherwise expressly set forth in these Terms, we don't undertake any responsibility whatsoever in relation to the Customer Data.
- 4.3. Indemnification. You agree to indemnify us, defend us and hold us harmless from and against any and all claims, damages, obligations, liabilities, losses, reasonable expenses or costs incurred as a result of any third party's claim arising from (a) your Customer Data infringing or violating any third party's rights, including, without limitation, intellectual property rights and/or (b) violation of these Terms or applicable law by you.

5. LICENSE

- 5.1. Our Intellectual Property. The Service, including any underlying technology or other content (such as software, application programming interface, design, text, illustrations and other such content, including modifications, enhancements or derivative works of the foregoing, but excluding Customer Data, collectively as the "**Content**"), is a property of us and our licensors, and may be protected by applicable copyright or other intellectual property laws and treaties. We retain all right, title and interest (including all intellectual property rights) to the Content.
- 5.2. Your Access and Use Rights. Subject to the terms and conditions of these Terms and your compliance thereof, we grant you a limited, worldwide, non-exclusive, non-transferable right to access and use the Service during the applicable Subscription Term.
- 5.3. Use restrictions. Except as expressly permitted in these Terms, you may not and shall not allow any third party to (a) give, sell, rent, lease, timeshare, sublicense, disclose, publish, assign, market, resell, display, transmit, broadcast, transfer or distribute any part of the Service to any third party, including, but not limited to your affiliates (b) circumvent, disable or otherwise interfere with security-related features of the Service or features that prevent or restrict use or copying of any content or that enforce limitations on use of the Service, (c) reverse engineer, decompile or disassemble, decrypt or attempt to derive the source code of the Service or any components thereof, (d) copy, modify, translate, patch, improve, alter, change or create any derivative works of the Service or any part thereof, (e) take any action that imposes or may impose (at our sole discretion) an unreasonable or disproportionately large load on our infrastructure or infrastructure which supports the Service, (f) interfere or attempt to interfere with the integrity or proper working of the Service, (g) use the Service for competitive purposes, including developing or enhancing a competing service or product, or (h) encourage or assist any third party to do any of the foregoing.

- 5.4. The Feedback. You may provide suggestions, comments, feature requests or other feedback to us (the “**Feedback**”). If you do so, we shall be entitled to use and otherwise exploit the Feedback without restrictions or limitations of any kind and with no obligation of any kind towards you. You (a) warrant that such Feedback does not infringe any third party’s rights, (b) irrevocably assign to us any right, title and interest you might have towards the Feedback and (c) explicitly and irrevocably waive any and all claims relating to any past, present or future rights towards the Feedback.
- 5.5. The API. We may offer an application programming interface that provides additional ways to access and use of the Service (the “**API**”). Such API is considered a part of the Service and its use is subject to these Terms. We reserve the right to modify or discontinue at any time, temporarily or permanently, your access to the API (or any part of it) with or without prior notice. The API is subject to changes and modifications, and you are solely responsible to ensure that your use of the API is compatible with the current version.

6. **SUBSCRIPTION TERM, RENEWAL AND FEES PAYMENT**

- 6.1. Subscription Term. The Service is provided on a subscription basis for the term specified in your order through in-product screens, e-mail or through any other means (the “**Subscription Term**”).
- 6.2. Free Plan. We offer two subscription plans, the PRO plan and the Free plan. The Free plan does not include all the functionalities of the PRO plan and might have some other limitations (such as storage space, upload and download speed etc.). However, it is for free and if you opt for this plan, you don’t have to pay us any subscription fees. We reserve the right to modify, cancel and/or limit the Free plan at any time and without liability or explanation to you. In respect to the Free plan, such Service is licenced to you on “As-Is”, “With All Faults” and “As Available” basis, with no warranties, express or implied, of any kind whatsoever. We make no promises that the Free plan will be made available to you and/or generally available. In no event shall our total aggregate liability in relation to the Free plan exceed CZK 1.000. In case you won’t login to your Account for one year being on the Free plan, we may, at our sole discretion, delete your Account and any Customer Data uploaded, submitted or otherwise made available to or through the Service.
- 6.3. Subscription Fees. In consideration for the provision of the Service (the PRO Plan), you shall pay us the applicable fees as set forth in the order form (the “**Subscription Fees**”). You hereby authorize us, either directly or through our payment processing service, to charge such Subscription Fees via payment method selected by you upon due date. Unless expressly set forth in these Terms, the Subscription Fees are non-cancelable and non-refundable. We reserve the right to change the Subscription Fees at any time upon notice to you, if such change may affect your existing subscriptions upon renewal. In the event of failure to collect the Subscription Fees, we may, at our sole discretion, retry to collect them at a later time and/or suspend or cancel the Account without notice.
- 6.4. Excessive Usage. We shall have the right, including without limitation where we, at our sole discretion, believe that you have misused the Service or otherwise use the Service in an excessive manner compared to the anticipated standard use, to offer you the Subscription in different pricing and/or impose additional restrictions as for the upload, storage, download and use of the Service.
- 6.5. Billing. As part of registering or submitting billing information to the Service, you agree to provide us with updated, accurate and complete billing information and authorize us to charge, request and collect payment (or otherwise charge, refund or take any other billing actions) according to payment method and designated banking account chosen by you, and to make any inquiries that we (or third-parties acting on our behalf) may consider necessary to validate your designated payment account or financial information in order to ensure prompt payment.

- 6.6. Subscription Auto-Renewal. In order to ensure that you will not experience any interruption or loss of services, both subscription plans include by default an automatic renewal option, according to which, unless you disable the auto-renewal option or cancel the subscription prior to its expiration, the subscription will automatically renew upon the end of the then applicable Subscription Term, for a renewal period equal in time to the original Subscription Term and, unless otherwise notified to you, at the same price. Accordingly, unless either you or us cancel the subscription prior to its expiration, we will attempt to automatically charge the applicable Subscription Fees upon or immediately prior to the expiration of the then applicable Subscription Term. If you wish to avoid such auto-renewal, you shall cancel your subscription or disable the auto-renewal option prior to its expiration. You can do this at any time through the Account settings.

7. **TERM, TERMINATION AND SUSPENSION**

- 7.1. Term. These Terms are in full force and effect from the Effective Date until the end of the Subscription Term, unless terminated otherwise in accordance with these Terms.
- 7.2. Termination for Cause. Either you or us may terminate the Service and these Terms upon written notice in case that the other party (a) is in material breach of these Terms and to the extent curable fails to cure such breach within a reasonable cure period, which shall not be less than 10 days following a notice from by the non-breaching party, or (b) ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 45 days.
- 7.3. Termination by you. You may terminate your Subscription to the Service by cancelling the Service and/or deleting the Account. Such termination shall not derogate your obligation to pay applicable Subscription Fees (except where such termination is made in relation to change of these Terms). The effective date of such termination will take effect at the end of the then-current Subscription Term.
- 7.4. Effect of Termination. Upon termination or expiration of these Terms, your Subscription and all rights granted to you hereunder shall terminate, except rights and obligations, which shall by its nature survive the termination or expiration of these Terms and continue to be in force and effect in accordance with their applicable terms (most notably respective parts regarding Customer Data, Subscription Term, Renewal and Fees Payment (toward unpaid Subscription Fees), Term, Termination and Suspension, Confidential information, Warranty Disclaimer, Limitations of Liability, Governing Law and Jurisdiction and Final Provisions). It is your sole liability to export your Customer Data prior to such termination or expiration. In case you do not delete the Customer Data from the Account, we have no obligation to store it or host it and we can, at our sole discretion, delete such Customer Data.
- 7.5. Suspension. Without derogating from our termination rights above and in addition to any remedies that may be available to us in accordance with these Terms and/or applicable law, we may decide to temporarily suspend the Account and/or our Service in the following cases: (a) we believe, at our sole discretion, that you or any third party are using the Service in a manner that may impose a security risk, may cause harm to us or any third party, and/or may raise any liability for us or any third party, (b) we believe, at our sole discretion, that you or any third party are using the Service in breach of these Terms or applicable law, or (c) your payment obligations according to these Terms are overdue.

8. **CONFIDENTIAL INFORMATION**

- 8.1. Confidential Information. In connection with these Terms and the Service, each party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") non-public business, product, technology and marketing information, including without limitation, customers lists and information, know-how, software and any other non-public information that is either identified as such or should reasonably be understood to be confidential given

the nature of the information and the circumstances of disclosure, whether disclosed prior or after the Effective Date (the “**Confidential Information**”). For the avoidance of doubt, (a) Customer Data is regarded as your Confidential Information and (b) our Service, inclusive of its underlying technology and its respective performance information, as well as any data, reports and materials we provide to you in connection with your evaluation or use of the Service, are regarded as our Confidential Information. Confidential Information does not include information that (a) is or becomes generally available to the public without breach of any obligation toward the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation toward the Disclosing Party, (c) is received from a third party without breach of any obligation toward the Disclosing Party or (d) was independently developed by the Receiving Party without any use or reference to the Confidential Information.

- 8.2. Protection of Confidential Information. The Receiving Party shall (a) take at least reasonable measures to prevent the unauthorized disclosure or use of Confidential Information, and limit access to those employees, affiliates, service providers and agents on a need to know basis and who are bound by confidentiality obligations at least as restrictive as those contained herein and (b) not use or disclose any Confidential Information to any third party, except as part of its performance under these Terms and as required to be disclosed to legal or financial advisors of the Receiving Party or in connection with a due diligence process that the Receiving Party is undergoing, provided that any such disclosure shall be governed by confidentiality obligations at least as restrictive as those contained herein. Notwithstanding the above, Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency or other governmental body, provided, however, that to the extent legally permissible, the Receiving Party shall make best efforts to provide prompt written notice of such court order or requirement to the Disclosing Party to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.

9. **WARRANTY DISCLAIMER, LIMITATION OF LIABILITY**

- 9.1. Warranty Disclaimer. Notwithstanding anything in these Terms or elsewhere to the contrary and to the fullest extent permitted by applicable law (a) the Service is provided on an “as is”, “with all faults” and “as available” basis, and without warranties of any kind, (b) we hereby disclaim any and all representations and warranties of any kind, including without limitation, warranties and/or representations of functionality or fitness for a particular purpose, whether express, implied or statutory, (c) we do not warrant, and expressly disclaim any warranty or representation that the Service, including the access thereto, will be uninterrupted, timely, secured, error free, that data won’t be lost, that defects will be corrected, or that the Service is free from viruses/other harmful code, (d) we disclaim any and all liability or responsibility for any delays, failures, interception, alteration, loss, or other damages that you and/or your data (including Customer data) may suffer, that are beyond our control, and (e) we do not warrant, and expressly disclaim any warranty or representation that our Service (or any portion thereof) is complete, accurate, of any certain quality, reliable, suitable for, or compatible with any of your contemplated activities, devices, operating systems, browsers, software or tools (or that it will remain as such at any time), or in compliance with any laws applicable to you.
- 9.2. Limitation of Liability. Notwithstanding anything in these Terms or elsewhere to the contrary and to the fullest extent permitted by applicable law, in connection with the Service or these Terms we shall be in no event liable for any (a) indirect, exemplary, special, consequential, incidental or punitive damages, (b) loss of profits, costs, anticipated savings, (c) loss of, or damage to data, use, business, reputation, revenue or goodwill and/or (d) the failure of security measures and protections, whether in contract, tort or under any other theory of liability or otherwise, and whether or not such party has been advised of the

possibility of such damages in advance, and even if a remedy fails of its essential purpose. Notwithstanding anything in these Terms or elsewhere to the contrary and to the fullest extent permitted by applicable law, in connection with the Service or these Terms in no event shall the total aggregate liability of us exceed the total amount of fees actually paid by you (if any) during the 12 consecutive months preceding the event giving rise to such liability. This limitation of liability is cumulative and not per incident.

9.3. Specific Laws. Except as expressly stated in these Terms, we make no representations or warranties that your use of the Service is appropriate in your jurisdiction. Other than as indicated herein, you are responsible for your compliance with any local and/or specific applicable laws, as applicable to your use of the Service.

9.4. Reasonable Allocation of Risks. You hereby acknowledge and confirm that the limitations of liability and warranty disclaimers contained in these Terms are agreed upon by you and us and we both find such limitations and allocation of risks to be commercially reasonable and suitable for our engagement hereunder, and both you and us have relied on these limitations and risk allocation in determining whether to enter these Terms.

10. CHANGES OF THESE TERMS

10.1. Changes of these Terms. Occasionally we may change these Terms for valid reasons, such as adding new functions or features to the Service, technical adjustments, typos or error fixing, for legal or regulatory reasons or for any other reasons as we deem necessary, at our sole discretion. When we make changes to these Terms, we'll provide you a notice by e-mail at least 30 days before such changes come into force. Your continued use of the Service after the changes will constitute your acceptance of the changes. If you don't accept the changes, you need to terminate your Subscription to the Service by cancelling the Service or deleting the Account. The pro rata portion of any unused and unexpired Subscription Fees pre-paid by you in respect of such terminated period of the Subscription Term will be refunded to you upon request without any undue delay.

10.2. Actual Version. The actual version of these Terms is at all times accessible on the website bimtech.eu.

11. GOVERNING LAW AND JURISDICTION

11.1. Governing Law and Jurisdiction. These Terms and any and all rights and obligations relating to the Services will be governed and interpreted by and under the laws of Czech Republic, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. To the maximum extent permitted by applicable law, courts of competent jurisdiction located in České Budějovice, Czech Republic, shall have the sole and exclusive jurisdiction over all controversies and claims arising out of or relating to these Terms and/or relating to the Services. Regardless of the foregoing, we reserve the right to seek injunctive relief in any court in any jurisdiction.

11.2. Class Action Waiver. To the maximum extent permitted by applicable law, you and us agree that each party may bring claims against the other party only in its individual capacity and not as a plaintiff or class member in any purported class or representative action. Unless both you and we mutually agree, no arbitrator or judge may consolidate more than one person's claims or otherwise preside over any form of a representative or class proceeding.

12. NOTICES

12.1. Notices. We shall use your contact details that we have in our records in connection with providing you the Service. Our contact details are e-mail: info@bimtech.eu, address: BIM Technology s.r.o., č. p. 90, 370 07 Nedabyle, Czech Republic, data-box ID: 4ba7z9v.

13. FINAL PROVISIONS

- 13.1. Assignment. Any and all rights and obligations regarding the Service may not be transferred or assigned by you without our prior written approval. Any such assignment not authorized by us shall be null and void. We may assign our rights and/or obligations hereunder and/or transfer ownership rights and title in the Service to a third party without your consent or prior notice to you.
- 13.2. Force Majeure. Neither us nor you will be liable by reason of any failure or delay in the performance of the respective obligations on account of events beyond the reasonable control of a party, which may include denial-of-service attacks, interruption or failure of the Internet or any utility service, failures in third-party hosting services, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.
- 13.3. Severability. These Terms shall be enforced to the fullest extent permitted by applicable law. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms will remain in effect.
- 13.4. No Waiver. No failure or delay by either party in exercising any right under these Terms will constitute a waiver of that right. No waiver under these Terms will be effective unless made in writing and signed by an authorized representative of the party being deemed to have granted the waiver.
- 13.5. Translated Versions. These Terms were originally written in Czech and were translated into other languages for your convenience. If a translated (non-Czech) version of these Terms conflicts in any way with their Czech version, the provisions of the Czech version shall prevail.
- 13.6. Last update. These Terms were last updated on December 23, 2022 and are effective from January 1, 2023.