

END USER LICENSE AGREEMENT

Last updated: Aug1st, 2023

PLEASE READ THE FOLLOWING TERMS CAREFULLY BEFORE ACCESSING, INSTALLING, OR USING ANY SOFTWARE PROVIDED BY Licensor (as defined below).

This EULA is a legal agreement between you, either an individual consumer or a business entity (“Licensee”) and BIMporter Kft. of Hungary, 1135 Budapest, Lehel utca 61. 6.em. 604. (“Licensor”) for the software that accompanies this EULA, which includes computer software, the data supplied with the software, and the associated media (“BIMporter Software”), printed materials, online or electronic documentation (“Documentation”).

LICENSEE AGREES TO BE BOUND BY THE TERMS OF THIS EULA BY INSTALLING, COPYING, ACCESSING, ACTIVATING OR OTHERWISE USING BIMPORTER SOFTWARE. IF LICENSEE DOES NOT HAVE AUTHORITY TO ENTER INTO THIS EULA OR DOES NOT AGREE TO THE TERMS OF THIS EULA, THEN LICENSEE SHALL NOT INSTALL, COPY, ACCESS, ACTIVATE OR USE BIMPORTER SOFTWARE.

DEFINITIONS

In this section only the terms specific to BIMporter Software and the use of it shall be defined. Other, more general and usual terms shall be defined within the text and not separately in this section.

- a) “Additional Data” shall mean a set of information that defines the properties of a given Product, that can describe an object more detailed over the Product Design and which are suitable to serve as source for BIM Object (as defined below) production. (e.g. different data, textures, material combinations etc.)
- b) “BIM Object” means a file or other data format containing the Product Design and/or Additional Data (e.g.: .GSM, .RFA, .IFC) which are suitable to be interpreted by any kind of software.
- c) “BPO Database” means an online repository owned, maintained, and operated by Licensor which allows to search and download BPO files and included and/or related data. Access to the BPO Database is public to web visitors.
- d) “BPX File” means an editable intermediate file containing Product Design and/or Additional Data assembled by BIMporter Software that can and shall be exclusively interpreted by the BIMporter Software and serves as a direct source to create an BPO File.
- e) “BPO File” means a non-editable file containing Product Design and/or Additional Data assembled by BIMporter Software that can and shall be exclusively interpreted by the BIMporter Software.
- f) “BIMporter-derived BIM object” means a BIM Object produced from a BPO File and/or BPX File by using BIMporter Software or by any other procedure, that can be interpreted and used by other software without the need for BIMporter Software (some examples: .GSM, .IFC, .RFA files).
- g) “Converter” means a dual-function component of BIMporter Software for checking the validity of licenses and for pre-processing BPO files for the Importer.
- h) “Installer” means a component required to install the complete software solution of BIMporter Software.

- i) "Importer" means a component of BIMporter Software for enabling to other software to access and import Product Design and Additional Data from BPO File.
- j) "Publisher" means a component of BIMporter Software that provides a design interpretation, editing interface and functionality that runs on the user's computer. It allows BPX Files to be re-opened and edited on the user-specified storage location, and BPO Files to be saved on the server(s) of the Licensor and the BPO Database.
- k) "Product" shall mean an object created by somebody or something using industrial or other procedures.
- l) "Product Design" shall mean a 3D or 2D visual presentation of a Product.
- m) "Publication, Publishing" means to make information or work available to the public in a physical or electronic form and to circulate or distribute the work to the general public. Additionally, for the purposes of this EULA Publication/Publishing include also any kind of distribution or copying of any BIM Object format or information from BPX File and/or BPO File.
- n) "Project" shall mean a complex design using Product Designs as its parts, (i.e. plan of a building etc.)

1. LICENCE GRANT

1.1 Subject to the terms and conditions of this End User License Agreement (the "EULA") and upon payment of the applicable license fees (the "Fees"), Licensor grants to the Licensee a limited, non-exclusive and non-transferable, non-sublicensable, non-assignable, revokable, license to install and use the BIMporter Software together with the Documentation provided by Licensor for Licensee's internal business purposes only and exclusively on a single device during the specified license term (the "License Term"). This EULA shall also apply to any updates to the BIMporter Software provided by Licensor that replace and/or supplement the original BIMporter Software, unless such updates are accompanied by a separate license, in which case the terms of that separate license shall govern.

1.2. Right Reserved. BIMporter Software and Documentation are licensed and not sold. Except for the license expressly granted in this EULA, Licensor on behalf of itself and its suppliers, retains all rights in and to BIMporter Software and Documents. Any use of BIMporter Software and Documents other than as expressly set forth herein is strictly prohibited. Licensee acknowledges that it has no right to have access to the source code form.

1.3 Ownership of BIMporter Software. Licensor retains ownership of the BIMporter Software and Documentation and all related intellectual property rights.

1.4 Use of Trademarks. The use of the BIMporter Software involves the use of trademarks owned by Licensor and third party trademarks ("Trademarks"). Trademarks shall be used in accordance with accepted trademark usage practices, including the policies of the trademark owners. Trademarks may only be used to mark the output produced by the BIMporter Software and such use of the Trademarks does not create any ownership in the Trademarks for the Licensee.

2. LICENSE CONDITIONS

2.1 In order to stay compliant with this EULA Licensee must do the following:

- a) treat BIMporter Software and Documentation as Licensor's confidential information;
- b) abide by the export control and economic sanctions laws of the United States, the European Union and other

applicable jurisdictions. Under these laws, the BIMporter Software must not be used, sold, leased, exported, imported, re-exported or transferred except in compliance with such laws, including, without limitation, export licensing requirements, end user, end-use and end-destination restrictions, prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or the U.S. Department of Commerce Denied Persons List. Licensee represents and warrants that it is not the subject or target of, and that Licensee is not located in a country or territory (including without limitation, North Korea, Cuba, Iran, Syria, and Crimea) that is the subject or target of economic sanctions of the United States, European Union or other applicable jurisdictions.

c) BIMporter Software is using cryptography, so accordance with Export Laws of the U.S. its usage from rogue states is prohibited. Because Licensor is not granted to distribute or sell BIMporter Software to these countries, do not copy, install, or use it in these countries.

2.2 Licensee must not and must not permit any third party directly or indirectly to:

a) make copies of the BIMporter Software except as necessary for backup or archival purposes and ensure all proprietary rights notices on the BIMporter Software are retained on such copies;

b) modify, translate, adapt, create derivative works from or decompile the BIMporter Software, or create or discern (or attempt to do so), by reverse engineering or otherwise, the source code from the object code supplied hereunder;

c) rent, lease, loan, sell, transfer, Publish, display, distribute, disclose or make the BIMporter Software available to third parties or otherwise use the BIMporter Software for the benefit of third parties;

d) remove or alter any proprietary rights notices on the BIMporter Software;

e) disclose, circulate, distribute or otherwise make available to any third party any data, information, file, file format or materials contained in or related to or generated via the

BIMporter Software or Documentation, especially but not limited to any special file formats generated while using the BIMporter Software;

f) create databases or any similar collection of data and information generated by BIMporter Software;

g) disclose any analysis, performance benchmark or performance information of the BIMporter Software or Documentation to any entity;

h) use the BIMporter Software on more than one device for which the Licensee obtained a permission;

i) make available the functionality of BIMporter Software in any manner to third parties including rent, lease, resale, sub-license, loan, translate, merge, adapt, vary or modify BIMporter Software or Documents;

j) make alterations to, or modifications of, the whole or any part of BIMporter Software.

3. STRICTLY PROHIBITED USES OF BIMPORTER SOFTWARE AND DATA GENERATED BY BIMPORTER SOFTWARE

3.1 Licensee acknowledges and agrees that it is strictly prohibited to Publish, distribute or copy the BPO File, BPX File and BIMporter-derived BIM Object, except:

a) if that is part of a particular project;

b) if it supports the implementation of a particular project as a component.

3.2 The above exceptions apply only:

a) if it can be clearly excluded that the primary purpose of Publishing the project is to indirectly Publish the

BIMporter-derived Objects contained therein;

b) if the business interests of the Licensor are not infringed.

3.3 Even in the case of the exceptions from Section 3.2, the Publication of BIMporter-derived Objects separated from the project on any file/data sharing platforms is expressly prohibited, and the only platform allowed for this purpose is BPO Database owned by Licensor.

3.4 BPO Files and BPX Files shall only be produced, edited, imported and processed with software issued by Licensor. Opening or reverse engineering of the BPO Files and BPX Files by any other means is prohibited and shall result in legal consequences.

3.5 Licensee acknowledges and agrees that it is strictly prohibited to use the BIMporter Software and any data generated by BIMporter Software for creating a competing product or any product that is identical or substantially the same to BIMporter Software or any competitive business that is a business activity that is similar or same to the business of the Licensor;

4. FEES AND NO REFUND POLICY

4.1 According to the license conditions herein, Licensee must pay the fees in accordance with the then-current pricing presented on Licensor's website. After each payment, Licensor or the contributing payment service provider will issue an invoice to Licensee.

4.2 Licensor reserves the right to change the Fees for any subsequent License Term.

4.3 Licensee acknowledges and agrees that Licensee will not be entitled to a refund of the Fees that have been paid for any portion of the BIMporter Software. The only exclusion of this provision is the case when the Licensee paid for the license and got an activation code, however it was never used or activated in any manner. In this case the Licensor reserves the right to charge a one-time administration fee to cover the costs of the refund.

5. TERM AND TERMINATION

5.1 Term. License Term is effective from accessing the BIMporter Software by the Licensee for the period of one (1) year or until termination of the License Term by either party. If no new License Term is purchased pursuant to this EULA, the EULA will terminate automatically at such one (1) year mark.

5.2 Termination by Licensor. Licensor shall have the right to immediately terminate this EULA with no refund:

a) for a material breach of this EULA by Licensee if such breach remains uncured for fifteen (15) days or ten (10) days for nonpayment after receiving notice from Licensor of such breach or

b) immediately if Licensee becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5.3 If Licensor terminates this EULA without cause, Licensor will refund the Licensee the prorated portion of fees prepaid for the usage beyond the date of termination.

5.4 Effects of termination. On termination for any reason:

a) all rights granted to Licensee under this EULA shall cease;

b) Licensee must immediately cease all activities authorized by this EULA; and

c) Licensee must immediately and permanently delete or remove the BIMporter Software from all computer equipment in its possession, and immediately destroy or return to Licensor (at its option) all copies of the

BIMporter Software and Documents then in Licensee's possession, custody or control and, in the case of destruction, certify to Licensor that Licensee has done so.

5.5 Rights and obligations under this EULA that, by their nature should survive, will survive termination, as well as obligations for payment.

6. ACTIVATION CODE AND HARDWARE ID

6.1 Upon payment of the Fees Licensee shall receive an activation code via email (hereinafter "Activation Code"). Activation Code shall be used to activate the License Term. During this enablement the Activation Code received will be paired and connected to the specific hardware where it is installed by a hardware ID (hereinafter "Hardware ID").

6.2 Licensee acknowledges and agrees that in rare cases due to operating system reinstallation or certain hardware modifications the Hardware ID may change. As each Activation Code is connected to a hardware through this Hardware ID, the already paired license may be lost in this situation due to the configurational changes in the hardware. In case this happens, the License Term shall immediately terminate and Licensee may lose all rights and titles granted for the previous license. Licensee shall not be entitled to any compensation or refund from Licensor.

7. FREE TRIAL

7.1 If BIMporter Software is provided to Licensee for evaluation purposes for free, Licensor hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable right to use and evaluate the BIMporter Software pursuant to the terms of this EULA. BIMporter Software provided for evaluation purposes and any results generated during the evaluation period shall not be used for production use, and Licensee's license will terminate on the end date of the evaluation period which is 30 days from the activation or immediately upon notice from Licensor in its sole discretion. Notwithstanding any other provision contained herein, the BIMporter Software and Documentation provided pursuant to this Section are provided to Licensee "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to the extent such terms conflict with this Section, all other terms of this EULA will apply to the BIMporter Software provided for evaluation purposes.

8. NO WARRANTY

8.1 THE WARRANTY SET FORTH IN THIS SECTION IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY LICENSOR WITH RESPECT TO THE BIMPORTER SOFTWARE. LICENSOR EXPRESSLY DISCLAIMS, AND LICENSEE HEREBY EXPRESSLY WAIVES, ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE BIMPORTER SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE BIMPORTER SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS IN THE SOFTWARE WILL BE CORRECTED. LICENSOR'S LIMITED WARRANTY IS IN LIEU OF ALL LIABILITIES OR OBLIGATIONS OF LICENSOR FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE OR PERFORMANCE OF THE BIMPORTER

SOFTWARE. THE PARTIES AGREE THAT THE BIMPORTER SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE DOCUMENTATION SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. EXCEPT FOR THE ABOVE LIMITED WARRANTY, THE ENTIRE RISK OF THE BIMPORTER SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

9. INDEMNIFICATION

9.1 The Licensee agrees to indemnify, defend, and hold harmless Licensor from and against any claim, loss, obligation, demand, damage, judgment, award, cost, liability, expense, and fee (including attorney's fees) as a result of any claim, demand or proceedings brought or threatened against Licensor in connection with

- (i) Licensee's use of, access to, or misuse of BIMporter Software;
- (ii) Licensee's breach of this EULA;
- (iii) Licensee's violation of any third party right, including without limitation any copyright, property, or privacy right.

10. SUPPORT

10.1 The Fee includes maintenance and support services for BIMporter Software. Licensor will take reasonable steps to notify the end user when updates to the Licensor Software are available by publishing a new version of the BIMporter Software on their website. It is the end user's responsibility to download updates and use the most up to date BIMporter Software.

11. AUDIT RIGHTS

11.1 Licensor shall have the right to audit Licensee's use of the BIMporter Software to ensure compliance with the terms of this EULA and any applicable third party provider terms and conditions during the term of the EULA and 2 years after. If Licensor determines that Licensee does not comply with this EULA, e.g. Licensee have over-deployed BIMporter Software, Licensee agrees to immediately purchase licenses at the then-current list price without any discount and bring the use into compliance. If Licensee over-deployed BIMporter Software by 5% or more, then Licensee agrees to pay the total cost of the audit, in addition to any other liabilities Licensee may have.

12. GENERAL

12.1 Governing Law. This Agreement and its enforcement shall be governed by and construed in accordance with the laws of Hungary, without regard to conflicts of law principles. In the event of any dispute or claim arising out of or relating to any provision of this EULA, Licensee and Licensor shall first try to settle those conflicts by amicable means. All disputes arising in connection with this EULA, which cannot be settled amicably, shall be exclusively settled by the court having competence under Hungarian court procedure laws.

12.2 Third Party Software. The BIMporter Software may contain third party plug-ins (e.g. OpenCascade, Qt) and information for the sole purpose of its functionality and Licensor represents that it complies with the licensing condition of these. The licensing terms for such third party shall also apply to the Licensee's license to use them. Licensor shall not be liable for any technical or other issues arising from the use of any third party components,

embedded or external software, systems or data.

12.3 Assignment. Licensee may not assign or transfer this EULA in whole or in part, including by operation of law, change of control, asset sale or merger without prior written consent of Licensor. Any assignment or transfer or attempt to assign or transfer this EULA in violation of this provision shall be null and void and may constitute grounds for immediate termination of the EULA by Licensor.

12.4 Relationship. The parties are independent contractors. No agency, partnership, or joint venture is created by this EULA.

12.5 Force Majeure. Neither party shall be liable for failure to perform an obligation under this EULA where such failure is due to fire, flood, labor dispute, disease, pandemic, natural calamity, acts of the government or other causes beyond its reasonable control.

12.6 Complete agreement. This EULA is prepared in the English language and made available on Licensor's website. The parties intend that this EULA sets forth all of the terms and conditions with respect to the subject matter hereof and shall supersede any prior agreements or documents between the parties.

12.7 Modifications to the EULA. Licensor may modify this EULA at any time by publishing a new version on its website. All modifications to the EULA shall be effective thirty (30) days after such publication. Licensee may terminate the EULA by written notice to Licensor during such period of time if Licensee does not accept the modified terms and conditions. Use of the BIMporter Software after that constitutes Licensee's acceptance of the modified EULA.

APPENDIX 1.

1. ADDITIONAL TERMS AND CONDITIONS FOR THE USE OF THE REVIT ADD-IN COMPONENT OF THE BIMPORTER SOFTWARE.

Revit is a building information modelling software owned by Autodesk, Inc (hereinafter "Autodesk").

1.1 The BIMporter Revit Add-in can be installed as an option and is part of the BIMporter Software, therefore it is not a stand-alone software. It connects the BIMporter Software while using Revit. Licensee may use the Revit Add-on at no additional charge. The Licensor distributes it under the same license terms as the BIMporter Software. By installing and using the Revit Add-in, the Licensee also agrees to the following terms and conditions:

1.2 Accepted Terms. If Licensee downloads, installs, accesses, copies, uploads or otherwise uses the BIMporter Software provided by Licensor this EULA is the solely governing agreement between the Licensee Licensor. Licensee enters into a direct contractual relationship with the Licensor under the terms of this EULA, independently of Autodesk and terms and conditions governing the use of other Autodesk software products and services generally available from Autodesk.

1.3 Liabilities of the Licensor. In addition to the foregoing, Licensor, and not Autodesk, is solely responsible for the BIMporter Software, including without limitation:

- a) any content, services or subscriptions provided through or in connection with the BIMporter Software;
- b) for all maintenance and support services, as defined in this EULA;
- c) any notices and information required to be given to Licensee under the governing law in connection with the collection, use, processing and/or storage of data by the BIMporter Software (if any, including but not limited to, data protection laws);

d) any express or implied warranty, to the extent not expressly excluded by this EULA, or any other claim, loss, liability, damage, cost or expense arising from any breach of any warranty;

e) investigation, defense, settlement and resolution any claims made by the Licensee or any third party in connection with the BIMporter Software, including, but not limited to:

(i) product liability;

(ii) non-compliance with the applicable and

(iii) infringement of third party intellectual property rights.

1.4 Autodesk's liability. Autodesk shall not be held liable for any damages arising out of or in connection with the use of or inability to use the BIMporter Software. No information or advice, whether oral or written, given by Autodesk shall create any warranty. If the BIMporter Software is found to be defective, the entire cost of any necessary maintenance, repair or modification shall be borne by the Licensee.

1.5 Autodesk as a third party beneficiary. Licensee acknowledges that Autodesk is a third party beneficiary under this EULA and that upon the terms of this EULA Autodesk will be entitled to enforce the EULA against the Licensee.

1.6 Revit Add-in Contact Information. Questions, complaints or claims regarding the use of Revit Add-in in connection with the BIMporter Software shall be sent exclusively to the Licensor.

APPENDIX 2.

1. ADDITIONAL TERMS AND CONDITIONS FOR THE USE OF THE ARCHICAD ADD-ON COMPONENT OF THE BIMPORTER SOFTWARE.

Archicad is an architectural BIM CAD software developed by the Hungarian company Graphisoft SE.

1.1 The Archicad Add-on component of the BIMporter Software can be installed as an option and it is part of the BIMporter Software, not stand-alone software. It allows connection to the BIMporter Software from Archicad. The Archicad Add-on component of the BIMporter Software can be used at no additional charge. Licensor distributes it under the same license terms as the BIMporter Software.