

RIB General Terms & Conditions

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This Agreement is entered into by and between RIB Software GmbH and the individual or entity that executes this Agreement (the "Customer") (collectively, the "Parties" and each, a "Party"). The Parties are entering into this Agreement for the purpose of enabling the Customer and its Affiliates to purchase Products, Support Services and Professional Services from RIB and its Affiliates, and to set out the general terms and conditions that apply to such purchases. Unless otherwise provided, all capitalised terms used in this Agreement have the meaning set forth in the Definitions Appendix of this Agreement.

In the event a Customer Affiliate intends to adopt this Agreement, the Customer must provide the Customer Affiliate's company name, address, contact information for a lead contact person and such other information RIB may reasonably request. Once accepted, a Customer Affiliate may place orders under this Agreement. If a Customer Affiliate no longer meets the ownership requirements set out in the Agreement, Customer or Customer Affiliate shall promptly notify RIB in writing. For purposes of the foregoing, references to Customer in this Agreement shall include the relevant Customer Affiliate, and references to RIB shall include the relevant RIB Affiliate.



1. Interpretation. Unless the context clearly requires otherwise, references to “Agreement” mean, and this Agreement consists of, all of the following: (i) these General Terms and Conditions and any Appendices and Addenda attached hereto, (ii) any Order Form; and (iii) any and all RIB policy documents or support manuals referenced in any of the foregoing. In the event of a conflict between the provisions in any documents forming part of this Agreement, the documents shall be given precedence in the following descending order: (1) the provisions of these General Terms and Conditions, (2) the provisions of any Appendix or Addenda to this Agreement; and (3) the provisions of any Order Form. Unless otherwise stated, “including” and “e.g.” are not exclusive or limiting and will be deemed followed by “without limitation”.

2. Product License; Right to Access and Use

   2.1. The following license terms shall apply to any On Premises Product: (i) conditioned upon the Customer complying with the terms and conditions of this Agreement (including payment of the applicable Charges), RIB hereby grants to the Customer, for the license term specified in such Order Form, a non-transferable, non-sublicensable, non-exclusive license to Use the On Premises Product only on the Customer Premises in accordance with this Agreement; and (ii) this license shall not extend to any Customer Affiliate unless such Affiliate is specifically named on the applicable Order Form.

   2.2. The following right to use shall apply to any Cloud Service: (i) conditioned upon the Customer complying with the terms and conditions of this Agreement (including payment of the applicable Charges), RIB hereby grants to the Customer, for the subscription period specified in such Order Form , the right to access and use the Cloud Service solely for internal business purposes and otherwise in accordance with this Agreement; and (ii) the Customer shall not make Cloud Service accessible or available for Use by any person or entity other than the Customer’s Users and Customer Affiliates.

3. General Use of the Products. Unless expressly required by Applicable Law without the possibility of contractual waiver, the Customer shall not:

   3.1. reverse engineer, reproduce, decompile, recompile, disassemble, merge, modify, adapt or translate a Product or any component thereof, or create derivative works based on a Product, nor allow any third party to do the same;

   3.2. work around any technical limitations in a Product or Use a Product in any way that exceeds the Product’s technical or usage limitations;

   3.3. make more copies of a Product or documentation than is permitted under this Agreement or Use back-up copies of a Product for purposes other than restoring the Customer’s Use of the Product following a failure of that Product or the hardware that it is installed upon (including for purposes of training, testing or as a hot standby or caching server);

   3.4. transfer, assign, sublicense, or rent a Product or any part thereof to any other person or entity, or permit timesharing or service bureau Use of, or commercially exploit a Product or any part thereof, in each case except in accordance with this Agreement;

   3.5. incorporate a Product into anything not provided by RIB, except (i) for incorporation of a Product or documentation with application program interfaces that RIB makes publicly available for such Product or documentation, provided that such use is performed by the Customer for the Customer’s benefit only, (ii) to the extent expressly permitted, to customize a Product in accordance with the accompanying documentation, or (iii) as expressly permitted under a separate written agreement with RIB;

3.6. perform any benchmark testing or any of the following security testing of any Product without RIB's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;

3.7. transfer a Product to another location or to other equipment without the prior written consent of RIB;

3.8. use a Product to store or transmit infringing, libellous, or otherwise unlawful or tortious material or to store or transmit material in breach of Applicable Laws or third party rights.

4. RIB Support Services

4.1. Conditioned upon the Customer complying with the terms and conditions of this Agreement (including payment of the applicable Charges), RIB shall provide the Support Services set out in the Order Form to the Customer.

4.2. Unless otherwise agreed in writing by RIB, RIB has no obligation to provide Support Services in respect of (i) Third Party Products or Resale Items; (ii) RIB software or hardware supplied by, or repaired by, any agent, distributor, reseller or other third party not authorized by RIB to supply or repair such RIB software or hardware; (iii) planning, installation, testing, and documentation of expansions, modifications or software upgrades of custom applications; (iv) hardware or software identified as retired phase or due to become retired under the RIB Product Lifecycle Policy ("Product Lifecycle Policy") if any; (v) any version of a Product that is not the most up-to-date version of such Product; and (vi) any Pre-Production Product, Test Accounts, Partner Accounts or Preview. RIB reserves the right to charge the Customer additional Charges in respect of any Support Services provided for the matters set out in this Clause 4.2.

4.3. The Customer acknowledges that the Support Services are of an advisory nature and RIB provides no warranty, representation or undertaking that the Support Services shall achieve a specific business result.

4.4. Without prejudice to the Customer's statutory rights, RIB warrants that any parts for hardware which are supplied by RIB in performing the Support Services under this Agreement shall be free from material defects for a period of sixty (60) calendar days following Delivery of such parts. The Customer's sole and exclusive remedy and RIB's entire liability for a breach of this Clause 4.4 shall be to repair or replace the parts provided for the hardware by RIB.

4.5. To the extent RIB is contractually permitted to do so, it shall pass-through to the Customer any warranties from the original vendor and any upgrades, patches, service packs, or corrective fixes which are supplied for any Third Party Product while providing the Support Services under this Agreement. RIB shall not be responsible for any issues or defects with respect to any Third Party Products.

5. Charges; Expenses

5.1. The Customer shall pay the Charges for the Products, Support Services and Professional Services as set out in the Order Form.

5.2. In addition to the Charges set out in the Order Form, the Customer acknowledges that: (i) time spent providing the Professional Services or Support Services by RIB Personnel during hours outside of Normal Working Hours shall be charged by RIB to the Customer at the Overtime Rate; (ii) Standby Time shall be charged by RIB to the Customer whether or not any RIB Personnel are physically present at the Customer Premises, and if such Standby Time is outside of Normal Working Hours, the Customer shall be charged for such Standby

Time at the Overtime Rate; (iii) all Support Services and Professional Services provided on the Customer Premises shall be charged to the Customer at the rates set forth in the Order Form, subject to the following: a minimum of four (4) hours will be charged by RIB to the Customer where hourly rates have been agreed with the Customer, and a minimum of one (1) day will be charged by RIB where daily rates have been agreed with the Customer; (iv) unless otherwise agreed in writing by RIB, any part of any hardware supplied by RIB that is identified as requiring replacement during the provision of the Support Services and Professional Services shall be charged by RIB to the Customer at the price notified by RIB to the Customer; and (v) if RIB agrees to provide additional Support Services or Professional Services to the Customer as result of any maintenance or repair work performed on any hardware by the Customer or any third party appointed by the Customer, RIB shall charge the Customer for such additional Support Services or Professional Services at the rates set forth in the Order Form.

5.3. Without prejudice to RIB's other rights and remedies under this Agreement or at law, if RIB cannot provide the Support Services or Professional Services in whole or in part due to a failure by the Customer to perform its obligations, then RIB may charge the Customer for any reasonable costs or other amounts that RIB may incur from such Customer failure, including the time of the affected RIB Personnel at RIB's then-standard rates.

5.4. Except as otherwise agreed in writing by Customer and RIB, Customer shall reimburse RIB for expenses incurred by RIB in the provision of the Support Services and Professional Services, including reasonable travel and living costs (including the cost of hotels, meals, and transport) of RIB Personnel engaged in the provision of the Support Services and Professional Services at the Customer Premises.

5.5. Unless otherwise agreed and stated in the Order Form, pricing for (i) any extension of the Term of existing licenses/services, (ii)any new licenses/services to be procured by the Customer, or (iii) all licenses/services during the initial Term of this Agreement shall be subject to an annual adjustment of not less than the Consumer Price Index ("CPI")— published annually by the competent national statistical authority corresponding to the jurisdiction where the Customer's principal place of business is located. For jurisdictions within the EU and the euro area, such index shall refer to the Harmonised Index of Consumer Prices ("HICP") — compiled by Eurostat in conjunction with the national statistical institutes of the Member States. Such adjustment shall be computed based on the original price.

6. Invoicing and Payment

6.1. Unless otherwise agreed in the Order Form, the Customer shall pay the Charges set out in an invoice within thirty (30) calendar days from the date of such invoice and all Charges shall be in the currency identified in the Order Form. Customer shall pay a late charge of one and one-half percent (1.5%) (or the maximum rate permitted by law, if lower) per month above the base rate of the relevant central bank (i.e., the Bank of England, European Central Bank, Reserve Bank of Australia, or Federal Reserve) corresponding to the jurisdiction where the Customer's principal place of business is located, on all payments which are not paid when due. Unless otherwise agreed by RIB in writing, the Charges set out in the Order Form shall be non-refundable, non-cancellable and non-contingent.

6.2. Without prejudice to any other rights or remedies available to RIB under this Agreement or at law if the Customer breaches any of its obligations to pay the Charges more than twice in any twelve (12) month period, or in RIB's reasonable opinion, there is a material adverse change in the Customer's financial condition, then RIB may issue an invoice to the Customer prior to the supply of the Products or the provision of the Support Services or Professional Services and any Charges set out in such invoice shall be due on the date of such invoice.

6.3. The Charges do not include taxes and, unless otherwise set out in the Order Form, the Customer shall pay all sales, use, value-added, gross receipt, stamp duty, stamp tax, goods and services tax, and other similar taxes ("Transaction Taxes") imposed by Applicable Laws on the Products, Support Services and Professional Services and associated with this Agreement, except for those taxes based on RIB's income. If Customer is exempt from paying a Transaction Tax, the Customer shall provide RIB with a written confirmation from the applicable tax authority of such valid Transaction Tax exemption at least twenty (20) calendar days before the due date for payment of the relevant invoice. In addition, Customer shall, on at least an annual basis and upon reasonable request from RIB, update or re-confirm such tax-exempt status. If RIB does not collect the required Transaction Taxes from Customer but is required to remit such Transaction Taxes to any taxing authority, the Customer shall reimburse RIB for (i) all such Transaction Taxes; and (ii) any accrued penalties and interest charges incurred by RIB where the failure to timely collect and remit was not due to RIB's own default. Without prejudice to RIB's other rights or remedies at law or under this Agreement, RIB reserves the right to invoice the Customer for Transaction Taxes if the Customer fails to provide the written confirmation of its tax-exempt status in accordance with this Clause 6.3. If the Customer is required by Applicable Laws to make any income tax withholding from the Charges under this Agreement, Customer will (i) withhold the legally required amount from payment; (ii) remit the withheld tax to the applicable taxing authority; and (iii) within sixty (60) days of payment, deliver to RIB original documentation or a certified copy evidencing remittance of withheld tax. If Customer does not provide evidence of payment of withheld taxes, Customer will reimburse RIB for the tax withheld from payment to RIB within 60 days.

7. Pre-Production Product or Preview & Cloud Test and Partner Accounts; Resale Items

7.1. RIB may make a Pre-Production Product or Preview available to the Customer solely for the Customer's: (i) internal non-commercial purposes, non-production purposes, including demonstration, training, beta-testing and academic Use; (ii) evaluation of the Pre-Production Product or Preview; and (iii) providing feedback to RIB about such Pre-Production Product or Preview. Unless otherwise agreed in writing with RIB, the Customer shall not Use the Pre-Production Product or Preview for any other purpose (including in a production environment for commercial purposes). RIB reserves the right to revoke or suspend the Customer's Use of or access to the Pre-Production Product or Preview at any time and without notice.

7.2 If the Order Form states that the Customer's access to the Cloud Services shall be a Test Account, then the Customer's right of use shall be limited to a right for the Customer to Use the Cloud Services solely for testing of the Cloud Service.

7.3 If the Order Form states that the Customer's access to the Cloud Services shall be a Partner Account, then the Customer's right of use shall be limited to a right for the Customer to Use the Cloud Services solely to support the testing, development, promotion and sale of the Cloud Service.

All Test Accounts, Partner Accounts, Pre-Production Products, and Previews are provided "AS IS" and RIB hereby disclaims any and all liability, Damages, or obligation relating to the Test Accounts, Partner Accounts, Pre-Production Product or Preview and, without prejudice to the foregoing, RIB: (i) has no obligation to indemnify or defend the Customer for any Claim by any third party arising from or related to the Test Accounts, Partner Accounts, Pre-Production Product or Preview; (ii) hereby disclaims all warranties, express or implied, for the Test Accounts, Partner Accounts, Pre-Production Product or Preview; and (iii) shall not provide Support Services or any Service Level commitments for the Test Accounts, Partner Accounts, Pre-Production Product or Preview. If RIB provides the Customer with any Pre-Production Products

or Previews identified as trial or demo software, the Customer shall have thirty (30) calendar days to use and evaluate such trial software, unless otherwise stated in the Order Form.

The Customer acknowledges that Resale Items may be provided to the Customer and that Resale Items: (i) are not Products, Support Services or Professional Services supplied or provided under this Agreement; (ii) may be subject to terms and conditions with third parties who are providing the Resale Items and to which the Customer agrees to be bound; and (iii) are received by the Customer solely at the Customer's own risk and without liability to RIB.

8. RIB's Right of Suspension. RIB may, in its sole discretion and without prior notice, suspend or limit the Customer's Use (or require the Customer to suspend or limit its Use) of the Products, Support Services and/or Professional Services, or any portion thereof, without incurring any liability to the Customer if: (i) RIB experiences or reasonably believes it will experience a security threat or system failure that endangers the integrity of RIB's internal systems; (ii) RIB is directed to do so by any law enforcement or regulatory agency; (iii) the continued performance of its obligations under this Agreement could result in RIB being in breach of Trade Controls or other Applicable Laws; (iv) RIB reasonably believes the Customer's Use of the Products amounts to excess usage; or (v) the Customer fails to pay the Charges. If RIB suspends or limits Customer's Use (or requires Customer to suspend or limit its Use) of the Product in accordance with any of the foregoing subclauses (i) through (iv), then RIB shall use commercially reasonable efforts to restore such Use as soon as reasonably practicable.

9. Customer Obligations

9.1. The Customer shall: (i) cooperate with RIB in good faith to enable RIB's provision of the Products, Support Services and Professional Services, including providing RIB with timely access to data, information and Customer Personnel; (ii) if any Support Services or Professional Services are to be provided at the Customer Premises, provide RIB Personnel with all necessary access to such Customer Premises on a without charge basis, including access to the Customer's information technology and telecommunications systems and any other facilities that are necessary for RIB to provide the Support Services or Professional Services; (iii) ensure that Customer's information technology and telecommunications systems comply with relevant specifications and requirements that may be provided by RIB from time to time; (iv) use commercially reasonable efforts to prevent any unauthorized Use of or access to the Products, and upon becoming aware of such unauthorized Use or access, promptly notify RIB in writing of such Use or access; and (v) obtain and maintain all necessary licenses, consents, and authorizations to allow RIB to supply the Products and provide the Support Services and Professional Services to the Customer, and for the Customer to Use the Products, receive the Support Services and Professional Services or share Customer Content.

9.2. The Customer agrees that it is responsible for use of the Products by Users and Customer's Affiliates and shall make all Users and Customer Affiliates aware of, and ensure that they comply with, the terms and conditions of this Agreement and RIB's Acceptable Use Policy. The Customer will be liable, jointly and severally with any User or Customer Affiliate for all acts or omissions of such individual or entity, and any act or omission of such individual or entity that would be a breach of this Agreement if it were an act or omission of the Customer will constitute a breach of this Agreement by the Customer.

9.3. The Customer shall (i) not allow any User Credentials to be used by more than one individual User or Machine; and (ii) ensure that the User Credentials are kept confidential

and secure. The Customer (and not RIB) shall be responsible for any unauthorized access to any of the Products through the misuse of the Customer's User Credentials.

9.4. RIB shall not be in breach of this Agreement and shall not be liable to the Customer for failure to perform its obligations under this Agreement if, and to the extent that, such failure (i) results from the Customer failing to perform any of its obligations under this Agreement; or (ii) is caused by any negligent, tortious or unlawful act or omission of the Customer.

10. Data Centre Locations. RIB may host and provide the Cloud Services for the Customer to Use the Cloud Service from such centres and locations as RIB may decide in its absolute discretion (including as RIB may decide to be necessary for any redundancy or backup purposes).

11. Health and Safety. The Customer shall ensure the Customer Premises are a safe environment for, and shall take all reasonable measures to protect the health and safety of, RIB Personnel engaged in the provision of the Support Services and Professional Services at the Customer Premises. RIB shall comply with the reasonable safety requirements, polices, procedures and rules of the Customer, where reasonably applicable, in respect of the Customer Premises provided that such safety requirements are provided to RIB at least fourteen (14) calendar days prior to such RIB Personnel arriving at the Customer Premises.

12. Regulatory Compliance

12.1. Each Party will comply with Applicable Laws in connection with the execution and performance of this Agreement. The Customer acknowledges that the Customer (and not RIB) is solely responsible for ensuring the Customer's compliance with all Applicable Laws.

12.2. Without limiting the generality of the foregoing:

12.2.1. each Party represents and undertakes that in connection with the execution and performance of this Agreement: (i) it will not, and will ensure that its authorized representatives and associated persons will not, directly or indirectly engage in or abet any activity, practice or conduct, which would constitute a breach of or an offense under applicable anti-bribery laws and regulations, including the U.K. Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, any amendments and implementing regulations to such statutes, and any local anti-bribery laws and regulations (collectively, the "Anti-Bribery Laws"); (ii) it has and will maintain in place adequate procedures designed to prevent any authorized representatives and associated persons from undertaking any conduct that would give rise to a breach of or an offense under Anti-Bribery Laws; and (iii) from time to time at the reasonable request of the other Party, it will confirm in writing that it has complied with its undertakings under the foregoing subclauses (i) and (ii) and will provide any information reasonably requested by the other Party to confirm such compliance;

12.2.2. the Customer represents and undertakes that in connection with the performance of this Agreement, it will comply with all applicable Export Control Laws and Sanctions Laws in all respects related to the performance of this Agreement and each Order Form;

12.2.3. the Customer represents and undertakes that the Products, Support Services and Professional Services shall not be used: (i) in any country or territory subject to an export, import, financial or investment embargo under Export Control Laws or Sanctions Laws; (ii) in connection with any prohibited end use described under Export Control Laws or Sanctions Laws; (iii) by or for the benefit of any individual or entity denied party list maintained under Export Control Laws or Sanctions Laws, or any

entity owned or controlled by such individual or entity; (iv) for any other use requiring an authorization under Export Control Laws or Sanctions Laws where such authorization has not been obtained; (v) in any manner, that could result in RIB being in breach of Export Control Laws or Sanctions Laws, and Customer represents and undertakes not to re-export or transfer any Products, Support Services or Professional Services in breach of any Export Control Laws or Sanctions Laws;

12.2.4. The Customer acknowledges that RIB is committed to eliminating all risk of bribery and corruption, influence peddling, money laundering and tax evasion or the facilitation thereof in its business activities. RIB is a 100% subsidiary of Schneider Electric, therefore the Customer acknowledges Schneider Electric's Trust Charter, a copy of which is available at https://www.se.com/ww/en/download/document/SchneiderElectric_TrustCharter/ . The Customer will notify RIB of any suspected, or known, breaches of Anti-Corruption Law. The Customer may raise this alert through their point of contact or through the Schneider Electric's Trust Line: https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline/;

12.2.5. neither Party shall do anything that could reasonably prejudice the other Party's compliance with all Applicable Laws relating to anti-slavery and human trafficking.

12.3. RIB may, in its absolute discretion and without prejudice to its other rights and remedies under this Agreement or at law, revoke or suspend any of the rights granted under this Agreement if RIB believes, in its reasonable opinion, that the Customer is not in compliance with this Clause 12.

12.4. The Customer agrees that, within fourteen (14) calendar days of receipt of a written request from RIB, it will provide to RIB, in writing, the names of any and all of Customer's Users and Customer Affiliates in order for RIB to verify that the Customer is in compliance with this Clause 12.

13. Customer Content

13.1. During the Term, the Customer hereby grants and agrees to grant to RIB and its Affiliates a global, royalty-free, sub-licensable, non-exclusive license to use the Customer Content in order to: (i) provide the Products, Support Services, and Professional Services to the Customer; (ii) develop, improve, modify and optimize the Products, Support Services and Professional Services; and (iii) fulfil RIB's obligations under this Agreement, including making necessary disclosures and obtaining all licenses, permits, approvals, or consents required in connection with any Customer Content that is regulated content.

13.2. RIB may share Customer Content only to the extent that the Customer Content is aggregated and anonymized such that the Customer cannot be identified from the Customer Content.

13.3. The Customer warrants and represents that it owns or has the right to use all Intellectual Property Rights in and to the Customer Content, in connection with RIB's Products, Support Services and Professional Services.

13.4. The Customer acknowledges that to the extent that the Customer discloses or transmits Customer Content to a third party (including by allowing a third party to access Customer Content as a User), RIB shall not be responsible for the security, integrity or confidentiality of such Customer Content as disclosed or transmitted to such third party, notwithstanding anything to the contrary herein.

13.5. The Customer shall (i) be responsible for the accuracy, quality, integrity, legality, reliability, and appropriateness of the Customer Content, (ii) not include in any Customer

Content any sensitive or special categories of Personal Data that would subject RIB to specific data security or data protection obligations, or other governmental regulation, (iii) ensure that the Customer Content is compatible with the application program interfaces in the Products, and (iv) be responsible for any security vulnerabilities, and the consequences of such security vulnerabilities, arising from the Customer Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in the Customer Content. RIB may, in its absolute discretion and without prior notice to the Customer, delete any Customer Content that RIB identifies as containing any such security vulnerabilities.

13.6. The Customer acknowledges and agrees that the Cloud Services have limited capacity to store Customer's data (including the Customer Content) and the Customer must store and backup such data (including the Customer Content) in a separate system; and the Cloud Services may be subject to transmission errors, delivery failures, delays and other limitations inherent in the use of the internet and electronic communication.

14. Intellectual Property

14.1. All Intellectual Property Rights in and to the Products, Support Services and Professional Services, documentation and Deliverables, including techniques, knowledge or processes associated with design contributions, related knowledge or processes, and any and all updates, upgrades, modifications, enhancements, and derivative works of the foregoing, shall belong to, and vest in, RIB or, as applicable, its licensors, and the Customer hereby assigns and agrees to assign to RIB any and all Intellectual Property Rights that it might otherwise have in any of the foregoing. RIB retains all goodwill in, and the Customer has no rights in and to, any trade name, trademark, service mark, logo or other designation owned or controlled by RIB, whether registered or unregistered, including "RIB", the RIB logo .

14.2. If the Customer provides to RIB any suggestions, enhancement requests, recommendations, or other feedback related to the Products, Support Services, Professional Services, documentation or Deliverables (collectively, "Feedback"), RIB shall have and Customer hereby assigns and agrees to assign to RIB all right, title and interest, including all Intellectual Property Rights, in and to the Feedback. RIB shall have the unrestricted royalty-free right to use and incorporate into any of its products and services (including the Products, Support Services and Professional Services), documentation, and Deliverables, any and all Feedback. Furthermore, the Customer acknowledges and agrees that nothing herein shall limit RIB's rights to use its general knowledge, skills and experience, and any ideas, concepts, know-how and techniques, related to or derived from the performance of its obligations under this Agreement for any purpose.

15. Indemnification

15.1. Indemnification by RIB. Subject to the provisions of Clauses 15.3 and 22, RIB shall defend and indemnify the Customer against any Claims brought against the Customer by any third party alleging that Customer's Use of the Products or receipt of the Support Services and Professional Services in accordance with the terms and conditions of this Agreement infringes the Intellectual Property Rights of a third party ("Third Party IP Claim"), provided this indemnity shall not apply if the alleged infringement results from: (i) Use of the Products or receipt of the Support Services and Professional Services in conjunction or combination with any other software, services, product, data, item, or apparatus not provided by RIB to the Customer under this Agreement; (ii) anything the Customer provides or designs, including configurations, instructions, or specifications, and any Products or Support Services and Professional Services that were provided by RIB pursuant to Customer's designs, drawings, or specifications; (iii) a modification of a Product or the

Support Services and Professional Services by the Customer or any third party; (iv) the Customer's failure to use the latest release or version of a Product or the Support Services and Professional Services (including any corrections or enhancements) where such use would have prevented such Claim; (v) RIB's compliance with designs or specifications of a published standard; (vi) the Customer's Use, storage, distribution, reproduction, or maintenance of the Products or the Support Services and Professional Services in breach of this Agreement; or (vii) any other breach of this Agreement by the Customer.

15.1.1. If RIB believes, in its reasonable opinion, that a Third Party IP Claim could or is likely to be made, or a Third Party IP Claim has been made, then RIB may, in its absolute discretion and at RIB's own cost (i) procure for the Customer the right to continue using the Product or receiving the Support Services and/or Professional Services under the terms of this Agreement; (ii) replace or modify the Product or the Support Services and/or Professional Services without a material decrease in functionality; or (iii) if either (i) or (ii) are not reasonably available, revoke any license in this Agreement for Products or Support Services and Professional Services that are the subject of such Third Party IP Claim. If RIB releases any Updates to the Products to avoid or mitigate any such Third Party IP Claim, then the Customer shall install such Updates as soon as reasonably practicable and in no event more than seven (7) calendar days after receiving notice that such Updates have been issued by RIB.

15.2. Indemnification by the Customer. Subject to the provisions of Clause 15.3 , the Customer shall defend and indemnify RIB and the RIB Personnel (collectively, the "RIB Indemnitees") against Claims brought against the RIB Indemnitees by any third party arising from or related to: (i) the Customer's use of the Products or the Support Services, and /or Professional Services in breach of any Applicable Laws or the terms of this Agreement; (ii) any Customer Content, including any allegation that any Customer Content infringes the Intellectual Property Rights of a third party; (iii) RIB's use of or access to the Customer's information technology and telecommunications systems or the Customer Premises in connection with the provision of Products, Support Services and Professional Services under this Agreement; and (iv) Customer's Use of any of Product, Support Service or Professional Service in any application or situation where the failure of the Product, Support Service or Professional Service could lead to death or serious bodily injury to any person or to severe physical or environmental damage.

15.3. Indemnification Conduct of Claim. The indemnification obligations under this Clause 15 are conditional upon: (i) the Party against whom a Claim is brought timely notifying the other Party in writing of any such Claim; (ii) the Party who is obligated to defend a Claim having the right to fully control the defense of such Claim; (iii) the Party against whom a Claim is brought reasonably cooperating in the defense of such Claim; and (iv) in the case of a Third Party IP Claim, the Customer complying with RIB's direction to cease any Use of the Products or Support Services and Professional Services which, in RIB's reasonable opinion, may constitute an infringement. Neither Party shall settle any Claim in a manner that includes a financial or specific performance obligation on or admission of liability by the other Party without such Party's prior written consent. The Party against whom a Claim is brought may appear and participate in the defense, at its own expense, through counsel reasonably acceptable to the Party obligated to defend such Claim, provided that the indemnifying party shall retain full control over the defense of the Claim. Without prejudice to RIB's rights under Clause 15.1.1, neither Party shall undertake any action in response to any actual or alleged Third Party IP Claim that is prejudicial to the other Party's rights.

16. Warranties, Representations and Undertakings

16.1. Authority. Each Party represents, warrants and undertakes that it has full capacity and authority and all necessary consents to enter into and to perform this Agreement and to

grant the rights and licenses set forth in this Agreement, and that this Agreement is executed by its duly authorized representative and represents a binding commitment on it.

16.2. Limited Warranty for On-Premises Products. RIB warrants for a period of ninety (90) days following Delivery, that the On-Premises Product shall function in accordance with the accompanying documentation in all material respects. This warranty shall automatically become null and void if the warranty claim arises out of any modification or repair to the On-Premises Product that was made other than as expressly permitted by this Agreement. For any breach of this warranty, the Customer's exclusive remedy, and RIB's entire liability, shall be that RIB will, at RIB's option: (a) promptly correct any On-Premises Product that fails to meet this limited warranty; (b) provide the Customer with a reasonable procedure to circumvent the nonconformity; or (c) refund the license fees paid by the Customer for the non-conforming On-Premises Product upon the Customer's return of the same to RIB.

16.3. Limited Support Services Warranty. RIB will perform the Support Services in a professional manner. This warranty will be in effect for a period of thirty (30) days from the date of completion of the Support Service. For any breach of this warranty, the Customer's exclusive remedy, and RIB's entire liability, shall be the reperformance of the Support Services.

16.4. Limited Cloud Services Warranty. RIB warrants that during the Term of each applicable Order Form: (1) the Cloud Service will perform materially in accordance with the accompanying documentation; (2) the functionality of the Cloud Service will not be materially decreased; and (3) to the best of RIB's knowledge, the Cloud Service does not contain, and RIB will not knowingly introduce, any Malicious Code.

17. Personal Data

17.1. Compliance with Laws. RIB and Customer shall, within the scope of this Agreement and in the context of their respective provision and use of the Products, Support Services and Professional Services, be responsible for complying with their obligations under Applicable Data Protection Legislation in their Processing of Personal Data.

17.2. RIB's Processing of Account Personal Data. RIB Processes Account Personal Data for the following purposes:

17.2.1. RIB collects, uses and retains Account Personal Data (a) to manage the relationship with Customer; (b) to carry out RIB's core business operations, such as accounting filing taxes and managing the business relationship with Customer; (c) to perform identity verification; (d) for its marketing activities, unless RIB has been otherwise specifically instructed by the relevant individuals; (e) to detect, prevent, or investigate security incidents, fraud, and other abuse or misuse of Products; (f) comply with RIB's legal and regulatory obligations; and (g) as otherwise not prohibited or permitted, as the case may be, under Applicable Data Protection Legislation and the Agreement; and

17.2.2. RIB collects, uses and retains Account Personal Data through RIB's various technical support or customer interaction channels in order to provide Support Services and Professional Services. For the avoidance of doubt, RIB does not Process Account Personal Data on behalf of Customer.

17.3. RIB's Processing of Customer Personal Data on behalf of Customer. In the event that RIB Processes or is determined by any court or governmental authority with responsibility for data protection to Process any Customer Personal Data on behalf of the Customer, the Data Processing Agreement shall apply to such Processing of Customer Personal Data.

17.4. The Customer undertakes, represents and warrants that it has the right under Applicable Data Protection Legislation to share with RIB any and all Personal Data provided by the Customer to RIB.

18. Record Keeping. During the Term and for a period of five (5) years thereafter, the Customer shall maintain complete and accurate records documenting the location and Use of the Products and the receipt of the Support Services and Professional Services in a manner sufficient to permit RIB to conduct an audit in accordance with Clause 19 of this Agreement. The Customer acknowledges that RIB may collect, process and maintain Usage Metrics and other information relating to Use of the Products and receipt of the Support Services and Professional Services, including records of Users and from where they logged on to RIB CLOUD: (i) for RIB's own internal purposes; (ii) in order to verify the Customer's compliance with this Agreement; (iii) to comply with Applicable Laws; and (iv) to prevent fraud.

19. Audit

19.1. Without prejudice to Clause 19.2, during the Term and for a period of two (2) years thereafter, RIB (or its designee) shall be permitted to audit (at least once annually and in accordance with RIB's standard procedures, which may include on-site and/or remote audits of facilities, systems, records, and personnel during Normal Working Hours) the Use of the Products and the receipt of the Support Services and Professional Services (including identifying all of the Customer's Users and Affiliates) and the Customer's compliance with this Agreement.

19.2. Notwithstanding Clause 19.1, during the Term and for a period of five (5) years thereafter, RIB (or its designee) shall be permitted to audit (at least once annually and in accordance with RIB's standard procedures, which may include on-site and/or remote audits of facilities, systems, records, and personnel during Normal Working Hours) the Customer's compliance with Clause 12 of this Agreement.

19.3. The Customer shall cooperate reasonably in the conduct of any audit carried out pursuant to this Clause 19 and if: (i) the audit results indicate usage in excess of applicable usage limitations by five percent (5%) or more, (ii) underpayment of any Charges by five percent (5%) or more, or (iii) breach of this Agreement, all reasonable costs incurred by RIB for such audit shall be paid by the Customer.

20. License Compliance Monitoring

20.1. The Customer acknowledges that RIB may monitor Customer's and any third parties' compliance with any usage restrictions for the Products by legally permissible means, which may be by a security mechanism included in the Products and may include the detection, collection, transmission and processing of data (including Personal Data) by RIB, including IP addresses, email domains, and Wi-Fi geolocation, if an illegal copy of a Product is detected. The Customer consents to such compliance monitoring by RIB.

20.2. Within thirty (30) calendar days of receipt of a written request from RIB, the Customer shall provide RIB with a signed certification of compliance with the terms and conditions of this Agreement provided, however, that RIB shall not request more than one certificate of compliance annually.

20.3. If the Customer's Use of a Product exceeds the applicable usage limitations then, without prejudice to RIB's other rights and remedies at law or under this Agreement, RIB may suspend Use of such Product until the Customer: (i) pays Charges for such excess usage, which shall accrue from the date the excess usage began (together with an interest

rate of one and one-half percent (1.5%) per month or partial month from the date such excess usage began until payment); and (ii) executes an additional Order Form documenting such excess usage and Charges.

21. Force Majeure. Except for the Customer's obligation to pay any Charges under this Agreement, neither Party shall be liable for delays or failure to perform caused, directly or indirectly, by circumstances beyond their reasonable control, including acts of God, earthquakes, fires, floods, wars, civil or military disturbances, acts of terrorism, sabotage, strikes, epidemics, pandemics, riots, power failures, computer failure and any other circumstances beyond their reasonable control that may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service, accidents, labor disputes, acts of civil or military authority, governmental actions, or inability to obtain labor, material, equipment or transportation ("Force Majeure Event"). The affected Party shall provide notice of the Force Majeure Event to the other Party as soon as practicable. If a Party is prevented from meeting any deadlines under this Agreement as a result of a Force Majeure Event, such deadline will be extended by a period of time equal to the period of delay due to the Force Majeure Event, or to such other period as the Parties may agree in writing.

22. Limitations of Liability

22.1. No Implied Terms. Except for the representations and warranties expressly set out in this Agreement, RIB disclaims all other warranties, representations, or statements, whether express, implied or statutory, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, usage of trade, non-infringement or course of dealing, except to the extent that any such warranties cannot be validly waived under Applicable Laws. RIB does not warrant, represent or undertake that: (i) the Products, Support Services or Professional Services shall meet the Customer's requirements; (ii) the Products, Deliverables, Support Services or Professional Services shall operate in combinations other than as specified in the documentation; (iii) the operation of the Products, Deliverables, Support Services or Professional Services shall be uninterrupted or error-free; or (iv) the Products, Deliverables, Support Services or Professional Services shall protect against all possible security threats, internet threats or other threats or interruptions.

22.2. No Indirect Loss. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, PUNITIVE OR SIMILAR DAMAGES; OR (II) LOSS OF BUSINESS, PROFITS, SAVINGS, OR REVENUE (EXCEPT TO THE EXTENT SUCH LOSS IS A DIRECT MEASURE OF DAMAGES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS), LOSS, CORRUPTION OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, OR DOWNTIME, IN EACH CASE ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION OR BASIS OF LIABILITY (WHETHER IN CONTRACT, TORT, INDEMNITY, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY), AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

22.3. Cap on Liability. Subject to Clause 22.4, the total aggregate liability of RIB and its Affiliates to the Customer for all Claims arising under or in relation to any particular Order Form and any activities taken or not taken in relation to such Order Form, regardless of the basis of liability (whether arising under breach of contract (including under any indemnity), tort (including negligence), misrepresentation, breach of statutory duty, breach of warranty or Claims by third parties arising from any breach of this Agreement as applicable to such Order Form) shall not exceed the sum equal to (a) the Charges paid by Customer to RIB pursuant to such Order Form in the twelve (12) months preceding the date of the breach

giving rise to the Claim, or (b) ten thousand pounds sterling (£10,000), whichever is greater. The Customer acknowledges that the provisions of this Clause 22.3 allocate the risks between RIB and the Customer and the Charges reflect this allocation of risk and the limitation of liability specified herein.

Germany-Specific Provision. For any breaches caused through simple negligence, RIB shall only be liable if losses are caused by the breach of its primary obligations ("Kardinalpflichten") by RIB, its legal representatives or assistants in performance. Primary obligations are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which Customer may rely. If RIB breaches its primary obligations through simple negligence, then its ensuing liability shall be limited to the amount which was foreseeable by RIB at the time the respective service was performed Subject to Clause 22.4, the total aggregate liability of RIB and its Affiliates to the Customer for all Claims arising under or in relation to any particular Order Form and any activities taken or not taken in relation to such Order Form, regardless of the basis of liability (whether arising under breach of contract (including under any indemnity), tort (including negligence), misrepresentation, breach of statutory duty, breach of warranty or Claims by third parties arising from any breach of this Agreement as applicable to such Order Form) shall not exceed the sum equal to (a) the Charges paid by Customer to RIB pursuant to such Order Form in the twelve (12) months preceding the date of the breach giving rise to the Claim, or (b) ten thousand Euros (€10,000), whichever is greater. The Customer acknowledges that the provisions of this Clause 22.3 allocate the risks between RIB and the Customer and the Charges reflect this allocation of risk and the limitation of liability specified herein. The limits of liability do not apply to liability under the German Product Liability Act ("Produkthaftungsgesetz").

22.4. Nothing in this Agreement shall limit or exclude RIB's or its Affiliates' liability for: (i) intentional misconduct; (ii) fraud; (iii) death or personal injury caused by negligence; or (iv) any liability to the extent such liability may not be excluded or limited under Applicable Laws.

23. Term; Termination

23.1. Term of the Agreement. This Agreement shall continue until either Party terminates this Agreement in accordance with Clause 23.3 ("Term").

23.2. Term of licenses/Order Form Term. The term of the license granted under Clause 2.1 for On Premises Products, and the right to access and use Cloud Services under Clause 2.2, will continue on a Product-by-Product basis for the applicable license term or subscription period identified in the Order Form, subject to the termination provisions herein. This Agreement, together with the applicable Order Form, shall automatically renew for successive terms of twelve (12) months each, unless otherwise specified in the Order Form or either party delivers to the other party written notice of its intention not to renew ("Non-Renewal Notice") at least thirty (30) days prior to the expiration of the then-current term.

23.3. Termination

23.3.1. Termination for Breach. Either Party may terminate this Agreement and/or any Order Form if the other Party commits a material breach of this Agreement or Order Form (including any failure to pay by the Customer) and fails to remedy such breach within twenty (20) Business Days of receipt of a written notice of default from the non-defaulting Party. In the event of a termination of this Agreement for breach of this Agreement, any Order Form then in force shall terminate. Termination of an individual Order Form shall not affect the continuation of this Agreement or any other Order Form. The Parties agree that the Customer's breach of Clauses 3. General Use of the Products, 9. Customer Obligations, 12. Regulatory Compliance, 17. Data Protection and Information Security, 18. Record Keeping, or 19. Audit, shall be deemed to be a material breach of this Agreement.

23.3.2. Termination for Insolvency. Either Party may terminate this Agreement if the other Party: (i) becomes or is declared insolvent, has a liquidator, receiver or administrative receiver appointed or passes a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction) or if a court having proper authority makes an order to that effect; (ii) enters into administration, is the subject of an administrative order or proposes to or enters into any voluntary arrangement with its creditors in the content of a potential liquidation; or (iii) is subject of any events or circumstances analogous to any of the foregoing in any applicable jurisdiction.

23.3.3. Termination for Change in Customer Status or Applicable Laws. (a) The Customer agrees that if it, its parent, or any Customer Affiliate, becomes subject to any Sanctions Laws, RIB may terminate this Agreement as required by such Sanctions Laws and retrieve any Products from the Customer and/or the Customer Premises within the time required. (b) RIB may terminate this Agreement or an Order Form at any time by giving notice to the Customer, if there is a change in any Applicable Laws such that the continued provision of the Products, Support Services, and/or Professional Services to the Customer would, in RIB's reasonable opinion, result in a breach of such Applicable Laws.

24. Consequences of Termination

24.1. Upon termination of this Agreement or any Order Form, or expiration of the license term of the applicable Products, the Customer shall, as instructed by RIB, destroy or return to RIB the Products (regardless of the media or device upon which such Products are fixed) and any related software install kits and documentation.

24.2. The Customer may request in writing during the Term that RIB return to the Customer any Customer Content, and RIB shall, at the Customer's cost, use commercially reasonable efforts to return the Customer Content within sixty (60) calendar days of receipt of such written request, except where RIB is required to retain such Customer Content in accordance with Applicable Laws. From and after sixty (60) calendar days following the expiration or termination of this Agreement, RIB shall have no further obligations to continue to hold, store, export or return the Customer Content, and RIB may delete the Customer Content.

24.3. The Parties agree that Clauses 1. Interpretation, 5. Charges; Expenses, 6. Invoicing and Payment (with respect to any amounts owed as of the date of termination or expiration), 7.4. Pre-Production Product or Preview & Cloud Test and Partner Accounts; Resale Items, 14. Intellectual Property through to and including 19. Audit, 22. Limitations of Liability, 24. Consequences of Termination, and 26. Confidentiality through to and including 37. Governing Law, of this Agreement shall survive termination or expiration of this Agreement.

25. Products and Support Services End of Life. RIB may (i) modify any of its Products or Support Services at any time, provided that such modification will not compromise the material functionality of the Product or Support Service and (ii) discontinue marketing and support for any Product in accordance with the Product Lifecycle Policy, if any.

26. Confidentiality

26.1. From time to time, either Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") Confidential Information of or in the possession of the Disclosing Party in connection with this Agreement.

26.2. The Parties agree that Confidential Information shall not include any information, however designated, that: (i) the Receiving Party can show is or has become generally available to the public without breach of this Agreement by the Receiving Party or became rightfully known to the Receiving Party prior to disclosure to the Receiving Party by the Disclosing Party; (ii) was received from a third party without breach of any non-disclosure obligations to the Disclosing Party or otherwise in violation of the Disclosing Party's rights; or (iii) was developed by the Receiving Party independently of any Confidential Information received from the Disclosing Party.

26.3. Each Party shall (i) protect the Confidential Information received from the Disclosing Party in the same manner as it protects the confidentiality of its own proprietary and confidential materials, but in no event with less than reasonable care; and (ii) use the Confidential Information received from the Disclosing Party solely for the purposes of this Agreement and in accordance with the terms and conditions of this Agreement. Except as set out in Clause 26.5 and Clause 13.2, neither Party shall disclose to any person any Confidential Information received from the Disclosing Party without the Disclosing Party's prior written consent and the Receiving Party shall be responsible for any breach of this Clause 26 by its Affiliates, employees, contractors, and agents and any third party to whom it discloses Confidential Information in accordance with this Clause 26.

26.4. Upon termination or expiry of this Agreement or upon written request submitted by the Disclosing Party, whichever comes first, the Receiving Party shall use commercially reasonable efforts to return or destroy, as instructed by the Disclosing Party, all of the Disclosing Party's Confidential Information, provided however, that a party may retain the other party's Confidential Information during the pendency of a dispute or litigation between the Parties related to this Agreement, as required by Applicable Laws, or where it is unable to return or destroy such Confidential Information for technical or operational reasons.

26.5. Notwithstanding anything to the contrary in this Clause 26, the Receiving Party may disclose the Confidential Information of the Disclosing Party: (i) pursuant to an order of a court or governmental agency and provided that, if permitted by Applicable Laws, the Receiving Party shall first notify the Disclosing Party of such order and afford the Disclosing Party the opportunity to seek a protective order relating to such disclosure; and (ii) to such of its Affiliates (which, in the case of the Customer, shall be limited to those Customer Affiliates that receive Products, Support Services and Professional Services under this Agreement), employees, contractors, or agents who need to know the Confidential Information in order to support the performance of such Party's obligations under this Agreement and who are contractually bound by confidentiality obligations that are at least as onerous as those contained in this Agreement.

26.6. Neither Party shall issue any press release relating to this Agreement without the other Party's consent. Notwithstanding the foregoing, RIB may identify the Customer as a client of RIB in RIB's marketing literature and RIB is hereby granted a license for the Term to use the Customer's name and trade marks for this purpose, and RIB may describe the Products, Support Services and Professional Services provided under this Agreement to the Customer in RIB's promotional materials, presentations, case studies, qualification statements, and proposals.

27. Assignment and Subcontracting. Subject to this Clause 27, this Agreement shall extend to and be binding upon the Parties to this Agreement, their successors, and assigns, provided, however, that neither Party shall assign or transfer this Agreement without the other Party's prior written consent, which shall not be unreasonably withheld, delayed or made subject to a condition. RIB may make the provision of its consent to such an assignment by the Customer conditional on the Customer: (i) updating the Products, and /or Support Services that RIB supplies or provides to the Customer to the current version of such Products and/or Support

Services; or (ii) paying additional Charges. RIB may assign or transfer this Agreement, in whole or in part, without obtaining the consent of the Customer, to an Affiliate or in connection with the transfer or sale of its entire business or sale of all or substantially all of its assets, or in the event of a merger, divestiture, or consolidation with another company. RIB may contract with third party subcontractors to provide all or part of the Products, Support Services and/or Professional Services on behalf of RIB, and RIB may change or replace such subcontractors at any time in its sole discretion. RIB shall be responsible for the acts or omissions of such RIB subcontractors.

28. Notices. All notices to be given under this Agreement will be in writing and delivered by courier or delivery service with written verification of receipt, or by registered or certified mail, postage prepaid and return receipt requested to the addresses set out in the applicable Order Form or to such other address as may be specified in writing by either Party to the other. Notices will be deemed effective upon receipt. Notwithstanding the foregoing, any notices or other communications required or permitted to be provided pursuant to this Agreement may be provided by RIB to the Customer by electronic mail to Customer's email address held in RIB's account information records.

29. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior or contemporaneous representations, understandings or agreements whether written or oral, relating to its subject matter. This Agreement will prevail over any additional, conflicting, or inconsistent terms and conditions that may be contained in any purchase order or other document provided by the Customer to RIB, or any clickwrap agreement covering the same subject matter. Each Party acknowledges that it is entering into this Agreement without reliance on any undertaking, warranty or representation given by or on behalf of the other, except as expressly set out in this Agreement.

30. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An executed facsimile or electronic copy of this Agreement shall be construed as if it were an original.

31. Independent Contractor. Nothing in this Agreement: (i) shall be construed as establishing or implying any partnership or agency between the Parties; and (ii) shall authorize either Party, without obtaining the prior written consent of the other Party, to incur expenses or obligations on behalf of the other Party or to bind the other Party.

32. Waiver. The waiver (whether express or implied) by either Party of a breach or default of any of the provisions of this Agreement (including the Order Form) by the other Party shall not be construed as a waiver of any other breach of the same or other provisions, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the other Party.

33. Severability. If any provision of this Agreement (including any Order Form) is found by any court to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which

achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

34. Anti-Competition. Nothing in this Agreement will be construed to preclude RIB from developing, using, or marketing products, services or other materials that may be competitive with the Products, Support Services and Professional Services supplied or provided to the Customer under this Agreement.

35. Third Party Rights. For the purposes of the UK Contracts (Rights of Third Parties) Act 1999 and any amendments and implementing regulations to it, the Parties do not intend any person other than a Party to this Agreement to be able to enforce any term of this Agreement (save where may be expressly stated otherwise in this Agreement).

36. Dispute Resolution

36.1. Informal Resolution. The Parties shall use all reasonable efforts to resolve any dispute arising out or in connection with the subject matter of this Agreement. Unless otherwise agreed in writing, all discussions shall be conducted without prejudice to the rights of each of the Parties and shall be conducted between the authorized representatives of the Parties.

36.2. Mediation. If a dispute cannot be resolved in accordance with Clause 36.1, the Parties shall refer the matter for at least one mediation session in accordance with Clause 36.2.1 and each Party shall use all reasonable efforts to participate in good faith in the mediation session to resolve the dispute. Each Party shall bear its own costs of the mediation, except that the costs of the mediator shall be split equally between the Parties. If the first mediation session is unsuccessful, either Party may notify the other in writing that it intends to refer the dispute to a further mediation session and the other Party shall, within five (5) Business Days of receipt of such notice, acknowledge receipt of such notice and both Parties shall refer the matter to the further mediation session in accordance with Clause 36.2.1. If the further mediation session is unsuccessful or neither Party has notified the other in writing that it intends to refer the dispute to a further mediation session, either Party may refer the dispute to the courts identified in Clause 37 (Governing Law) which shall have exclusive jurisdiction, and such Party shall notify the other Party of the same in writing.

36.2.1. If a dispute is referred to mediation, the mediation shall be conducted in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure and the following shall prevail in the event of a conflict with that procedure: (i) the mediation shall be conducted by a single mediator who shall be appointed by agreement in writing between the Parties or, if the Parties are unable to agree on the identity of the mediator within five (5) Business Days of the date of the request that the dispute be referred to a mediator, or if the mediator appointed is unable or unwilling to act, the mediator shall be appointed by the Centre for Effective Dispute Resolution upon the application of either Party; and (ii) the mediation shall be held within fifteen (15) Business Days of the appointment of the mediator.

36.3. Notwithstanding the foregoing, RIB may file an action in any court of competent jurisdiction to enforce its intellectual property rights in its Products and Services without first submitting its claim to Informal Resolution or Mediation.

37. Governing Law. Depending on the Customer's principal place of business, the governing law for this Agreement, including any rights, obligations and claims of the parties, will be as specified below. Any dispute, claim or controversy arising out of or relating to this Agreement, including the breach, performance, termination, enforcement, interpretation or validity of this Agreement (and whether under contract, tort, including strict liability, competition law or otherwise), and including the determination of the scope or applicability of the dispute resolution provisions of this Agreement, will be finally determined under the law, in the location and by the dispute resolution process specified below:

Customer principal place of business	Governing law	Exclusive jurisdiction
Germany, Austria and Switzerland	The laws of Germany	Ordinary courts of Stuttgart, Germany
European Economic Area, UK, Africa, the Middle East or any other country not specified in this Section 37 (except Germany, Austria and Switzerland)	The laws of England and Wales	Courts of England and Wales
North America, South America	The laws of California	Venue of Orange County
Asia, Asia Pacific region, Oceania region	The laws of New South Wales, Australia	Courts of New South Wales, Australia

38. Language. The language of this Agreement is expressly stipulated to be English. In the event that this Agreement will be translated into another language, the English language version of this Agreement will be the governing version for purposes of interpreting and enforcing this Agreement. All Products, Documentation, Support Services, Professional Services and other information shall be provided in English unless otherwise indicated in an Order Form.

DEFINITIONS APPENDIX

The following capitalised terms used in this Agreement shall have the respective meanings specified below:

"Acceptable Use Policy" or "AUP" means RIB's then-current acceptable use policy, which is located at https://www.rib-software.com/en/client-resources/rib-unify;

"Account Personal Data" means Personal Data that relates to Customer's relationship with RIB, including the names or contact information of individuals authorized by Customer to access Customer's account, and other individuals that Customer has associated with its account, and any Personal Data RIB may need to collect for the purpose of identity verification;

"Affiliates" with respect to a party, means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with, another entity;

"Appendix" means an appendix to this Agreement;

"Applicable Data Protection Legislation" means any applicable laws and regulation as updated, amended or replaced from time to time in any relevant jurisdictions (including but not limited to the EEA, UK and United States) relating to the data protection, data privacy, Processing of any Personal Data under the Agreement that apply to a Party;

"Applicable Laws" means any and all laws and regulations (including income tax treaties and protocols) applicable to or binding upon a Party in the performance of its obligations or exercise of its rights under this Agreement;

"RIB Personnel" means any individuals employed or engaged by or operating on behalf of RIB or RIB's Affiliates, sub-contractors or agents;

"Business Day" means a day other than a Saturday, Sunday or public or government holiday when banks in London and New York are open for business;

"Charges" or "Fees" means any and all fees payable by the Customer to RIB for the Products, Support Services and Professional Services as set out in the Order Form;

"Claims" means all claims, demands, liabilities, obligations, charges, suits, proceedings, actions and causes of action;

"Cloud Service" means the software-as-a-service offering, for which access is to be provided by RIB to the Customer. Each Cloud Service is further outlined and described in the applicable Service Description found on https://www.rib-software.com/en/client-resources/rib-unify, which are hereby incorporated by reference;

"Confidential Information" means any and all information in any form that Disclosing Party provides to Receiving Party in the course of this Agreement and that either: (1) has been marked as confidential; or (2) is of such nature that a reasonable person would consider it confidential under like circumstances. For the avoidance of doubt Customer Content and Personal Data are Confidential Information and Confidential Information of RIB includes any and all: (a) Products, Support Services and Professional Services, including any application programming interfaces included in the Product and any programs or materials resulting from the Product (excluding any Customer Content) and any information pertaining to such Products, Support Services and Professional Services (including any user manuals, mathematical techniques, correlations, concepts, designs, specifications, listings, and other documentation, whether or not embedded on a device or another form of media); (b) confidential or proprietary information of a third party provided to the Customer by RIB; and (c) the terms and conditions of this Agreement;

“Control” means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company;

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;

“Customer Content” means all software, data, information, text, images, audio, video, photographs, non-RIB or third party applications, and other content and material, in any format, provided by the Customer or on behalf of the Customer that is stored in, or run on or through, the Products, Support Services and Professional Services, but shall exclude any sensitive or special categories of Personal Data;

“Customer Personal Data” means the Personal Data which is otherwise Processed by RIB on behalf of Customer or one of the Customer’s Affiliates;

“Customer Personnel” means any individuals employed or engaged by or operating on behalf of the Customer or the Customer’s Affiliates, sub-contractors or agents;

“Customer Premises” means the premises owned, controlled or occupied by the Customer as set forth in the applicable Order Form;

“Damages” means any and all losses, damages, judgments, costs and expenses in connection with a Claim, including a Party’s reasonable attorneys’ fees and court costs;

“Data Processing Agreement” means the then-current Data Processing Agreement of RIB located at https://www.rib-software.com/en/client-resources/rib-unify;

“Deliverables” means any software, configuration, customisation, product, report, documentation, or other item to be developed or otherwise provided or produced by RIB in connection with the provision of the Professional Services including any works created for or in cooperation with Customer;

“Delivery” means (i) the date of availability with respect to digital downloads of the Products (ii) the date of receipt with respect to physical media or (iii) the date that installation of the Products is complete if performed by RIB, whichever is the earlier;

“Export Control Laws” means any and all laws that control, restrict, or impose licensing requirements on export, re-export, transfer or use of goods, software, technology, or services, issued or adopted by any government, state or regulatory authority of any country in which obligations under this Agreement are to be performed, or in which RIB are incorporated or operate, including without limitation the United States of America, the United Kingdom, the European Union or of any of its Member States, and the jurisdiction identified in Clause 37 (Governing Law);

“Intellectual Property Rights” means all patents, copyrights and related rights, rights in trademarks and service marks, rights in undisclosed or confidential information (such as know-how, trade secrets and inventions (whether patentable or not)), and other similar or equivalent rights or forms of protection (whether registered or unregistered) as may now or in the future exist anywhere in the world;

“Machine” means any device comprising of hardware or software that is capable of operating autonomously or semi-autonomously including bots, sensors, chips and that are created or controlled by the Customer;

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs;

“Normal Working Hours” means 9:00 a.m. to 5:00 p.m. on any business day in the location where the Support Services and Professional Services are being provided (excluding any public holidays in such location);

“On Premises Product” means any software product or solution to be provided by RIB and installed and Used locally on Customer Premises that is specifically identified as such in an Order Form;

“Order Form” means the order form, statement of work or other form of purchase or transaction document entered into by the Customer or its Affiliate, on the one hand, and RIB or its Affiliate, on the other hand, pursuant to this Agreement;

“Overtime Rate” means (i) for the first twenty (20) hours of Support Services and/or Professional Services performed outside of Normal Working Hours in any calendar week (other than those performed on a public holiday), one and one-half times (1.5x) the standard rate set out in the Order Form, and (iii) for all Support Services and/or Professional Services performed outside of Normal Working Hours during a calendar week in excess of twenty (20) hours or performed on a public holiday in the location where such Support Services or Professional Services are being performed, twice (2x) the standard rate set out in the Order Form;

“Partner Account” means an account which is not for production purposes and is provided to partners participating in the RIB Partner Network program;

“Personal Data” means any information relating to an identified or identifiable natural person;

“Pre-Production Product” means any Product that has not completed RIB’s formal release requirements and includes beta software, hot fixes (i.e. Products designed to correct a specific defect in a Product, single user Products (i.e. modified Products made for a specific licensee), and trial software;

“Preview” means a feature, either within a Product or independent of a Product, that has not been made available by RIB for general release to RIB’s customers, but is offered to certain of RIB’s customers in a state that can be “previewed” for feedback and validation prior to any such general release;

“Processing”, “Process”, “Processes” and “Processed” refer to any operation or set of operations which is performed on Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;

“Processor” means a natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Controller;

“Product” means any On Premises Product or Cloud Service;

“Product Schedule(s)”means the applicable Product schedules provided by RIB, accessible at https://www.rib-software.com/en/client-resources/rib-unify, which detail the special provisions, terms, and conditions governing the use, licensing, or configuration of specific Products (including On-Premises Products and Cloud Services). Such schedules may include usage limitations, technical specifications, or additional obligations referenced in this Agreement or any Order Form.

“Professional Services” means that part of the services set out in a statement of work comprising any implementation, configuration, custom development, or training that RIB may provide to a Customer;

“Resale Items” means products and services that RIB may recommend or make available to the Customer but that are supplied or provided by a third party to the Customer in accordance with an agreement entered into directly between the Customer and such third party;

“Sanctions Laws” means any economic, financial, trade or other, sanction, restriction, embargo, import or export ban, prohibition on transfer of funds or assets or on performing services, or equivalent measure imposed by any government, regulatory authority of any country in which obligations under this Agreement are to be performed, or in which RIB are incorporated or operate, including without limitation the United Nations, the United States of America, the United Kingdom, the European Union or of any of its Member States, and the jurisdiction identified in Clause 37 (Governing Law);

“Service Level Agreement” means the levels of support and maintenance services regarding Product that RIB agrees to provide under the Service Level Agreement published at https://www.rib-software.com/en/client-resources/rib-unify;

“Standby Time” means time during which any RIB Personnel is requested to be ready and available to provide the Support Services to the Customer;

“Support Services” means the support services set out in the Order Form;

“Third Party Products” means the products (including any software and software-as-a-service products) of a third party vendor supplied by RIB under this Agreement;

“UK” means the United Kingdom;

“UK DPA” means Data Protection Act 2018 of the UK;

“Updates” means any error correction, patch, upgrades, updates, enhancements, improvements, or modifications to the Products generally made available by RIB as part of any Support Services, excluding any new version of the Products that may be separately offered by RIB;

“Usage Metrics” means information and data for determining and measuring Use of, and calculating the fees due for a Product;

“Use” means utilization of a Product whether via RIB CLOUD or by copying, transmitting, or loading the same into the temporary memory (RAM) or installing into the permanent memory (e.g. hard disk, DVD ROM or other storage device) of Customer’s hardware for the processing of the system instructions or statements contained in such Product;

“User” means (i) any Customer Personnel who is authorized by the Customer to Use a Cloud Service on the Customer’s behalf by creating the User Credentials in accordance with this Agreement and (ii) any Customer Personnel authorized by the Customer to operate one (1) or more instances of an On Premises Product from a single workstation;

“User Credentials” means the username and password and any other identifiers of a User provided by RIB to the Customer, or created by the User in accordance with instructions provided by RIB, in order to allow such User to Use the Product.