

VIEWPOINT PARTNER SUBSCRIPTION TERMS (EMEA)

1. SCOPE. These Viewpoint Partner Subscription Terms (EMEA) ("Terms") are incorporated into the order form that references these Terms ("Order") between the Viewpoint reseller partner ("Partner") and the customer ("Customer") indicated therein for a subscription to the software applications indicated therein, including any updates and upgrades made generally available ("Software") provided by Viewpoint Construction Software Ltd ("Viewpoint"). By signing the Order, Customer agrees that these Terms shall govern its access to and use of the Software. In the event of any conflict between the Order and these Terms, these Terms shall control.

2. SUBSCRIPTION AND RESTRICTIONS.

2.1 Definitions. "Project" means the creation and carrying out of the design and construction of a building, structure, or infrastructure, or alterations to a building, structure, or infrastructure. "Users" means any employee or independent contractor of Customer, or an employee or independent contractor of any contractor, supplier, or vendor, who is authorized by Customer to access and use the Software on behalf of Customer.

2.2 Subscription. Subject to Customer's compliance with these Terms and payment of applicable fees to Partner, Viewpoint will make the Software available to Customer for the duration of the Order to (i) access and use the Software for Customer's own business purposes and (ii) allow the number of and, if applicable, type of Users stated in the Order to access and use the Software ("Subscription") in accordance with the Order and these Terms. If Customer purchases a Subscription for a specific Project, as set forth in the Order, that Subscription may be used solely in connection with the Project named on that Order. If the Customer purchases an enterprise Subscription, as set forth in the Order, that Subscription may be used in connection with an unlimited number of Projects. The Software is located on servers that are controlled by Viewpoint. Customer has no right to receive a copy of the object code or source code to the Software.

2.3 Restrictions. Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code or trade secrets embodied in the Software; (b) distribute, transfer, grant sublicenses to, sell, rent, lease, or otherwise make available the Software to third parties, including as an application service provider, service bureau, or rental source; (c) embed or incorporate in any manner the Software into other applications of Customer or third parties; (d) create modifications to or derivative works of the Software; (e) reproduce the Software; (f) attempt to modify, alter, or circumvent any license control and protection mechanisms within the Software; (g) use or transmit the Software in violation of any applicable law, rule, or regulation; (h) intentionally access, use, or copy the Software to directly or indirectly develop, promote, distribute, sell, or support any product or service that is competitive with the Software; or (i) remove, obscure, or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink, or other designation included on any display screen within the Software ("Viewpoint Marks"). Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred by Viewpoint as a result of such actions.

2.4 Exceeding Scope of Use. Customer is responsible for managing access to and use of the Software based on the scope of the Subscription set forth in the Order ("Software Scope"). Viewpoint or its designated auditor will have the right to perform an audit to verify that Customer is using the Software in compliance with the Software Scope and these Terms. If Customer exceeds the Software Scope during the Term, Partner may invoice Customer for the overage at list price and Customer agrees to pay such invoice.

2.5 Acceptable Use and Terms of Use. Customer will comply with and will be responsible for its Users' compliance with the terms and conditions of these Terms, Viewpoint's acceptable use policy available at: <https://viewpoint.com/legal/agreements-and-terms> ("AUP"), and all applicable laws and regulations with respect to use of the Software. Customer shall be responsible for all damages and liabilities incurred by Viewpoint as a result of Customer's or any User's failure to comply with these Terms, the AUP, or applicable laws and regulations. Before accessing the Software, each User may be required to accept terms of service, if applicable for the particular Software.

3. PRIVACY NOTICE. Customer acknowledges Viewpoint's Privacy Notice available at: <https://viewpoint.com/legal/privacy-notice>.

4. PROPRIETARY RIGHTS. As between the parties, Viewpoint and its suppliers will retain all ownership rights in and to the Viewpoint Marks, the Software, any product documentation, any enhancements, modifications, or derivative works of the Software and product documentation, the Results, and all intellectual property rights incorporated into or related to the foregoing, including but not limited to patent, copyright, trade secret, and trademark rights. Customer acknowledges that the goodwill associated with the Viewpoint Marks belongs exclusively to Viewpoint. All rights not expressly licensed by Viewpoint under these Terms are reserved.

5. SUPPORT AND SERVICES. Partner is responsible for providing support and any associated services for the Software to Customer.

6. CONFIDENTIALITY. For purposes of these Terms, "Confidential Information" means any confidential, proprietary, and trade secret information of Viewpoint contained within the Software and any product documentation, the terms and pricing of the Software, and such other information identified by either party as confidential at the time of disclosure or that a reasonable person would consider confidential due to its nature and circumstances of disclosure. The receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party

uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under these Terms. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information in connection with the receiving party's use of the Confidential Information in accordance with these Terms. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the date on which Customer signed the Order without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure. Each party agrees to promptly notify the other party of any unauthorized access to or disclosure of the Confidential Information. The receiving party agrees that any breach of this Section may cause irreparable harm to the disclosing party, and such disclosing party shall be entitled to seek equitable relief in addition to all other remedies provided by these Terms or available at law.

7. LIMITED SOFTWARE WARRANTY. Viewpoint warrants that, for a period of 90 days after the Software is first made available to Customer and as initially delivered, the Software will perform substantially in accordance with the product documentation that Viewpoint makes available to its customers. In the event that the Software does not meet this warranty, Customer must notify Viewpoint within 10 days of the issue and provide Viewpoint with sufficient detail to allow Viewpoint to reproduce the issue. As Customer's sole and exclusive remedy for any breach of this warranty, and as Viewpoint's entire liability in contract, tort, or otherwise, Viewpoint will correct such breach by issuing corrected instructions, a restriction, or a bypass, or by replacing the Software. Viewpoint provides no warranty and will not be liable to the extent that any breach of the foregoing warranty is caused by (a) third party software or services not provided by Viewpoint; (b) modifications to the Software, other than upgrades or updates provided by Viewpoint; (c) unauthorized use or use of the Software other than in accordance with these Terms; or (d) viruses introduced by Customer or its Users.

8. DISCLAIMER. THE EXPRESS WARRANTIES IN SECTION 7 ARE THE EXCLUSIVE WARRANTIES AND REPRESENTATIONS OFFERED BY VIEWPOINT, AND ALL OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, THOSE OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY, AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. VIEWPOINT DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT CUSTOMER'S USE OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. CUSTOMER IS SOLELY RESPONSIBLE FOR CONFIRMING THE SUITABILITY OF THE SOFTWARE TO MEET CUSTOMER'S COMPLIANCE OBLIGATIONS AND OTHER REQUIREMENTS. ANY FORMS, POLICIES, OR OTHER MATERIALS PROVIDED BY VIEWPOINT THROUGH THE SOFTWARE ARE NOT INTENDED AND SHOULD NOT BE RELIED UPON AS LEGAL ADVICE OR LEGAL OPINION. CUSTOMER SHOULD CONSULT ITS OWN LEGAL COUNSEL REGARDING THE USE OF ANY SUCH MATERIALS.

9. CUSTOMER DATA. Customer is solely responsible for any data, text, files, information, images, graphics, and other content or materials that its Users upload to the Software (collectively, "Customer Data"). Viewpoint does not claim ownership of any Customer Data. Customer represents and warrants that: (a) all relevant third parties, including data subjects, have been informed of and have given their consent to Viewpoint's use, processing, and transfer of Customer Data as required by applicable laws and (b) all Customer Data will comply with the AUP. For the duration of the Order, Customer grants Viewpoint a nonexclusive, worldwide, transferable, irrevocable right and license to use, store, reproduce, modify, distribute, transmit, and display the Customer Data solely for the purpose of providing and improving Software. Customer agrees that Viewpoint may collect and use Customer Data and data derived from Customer's and Users' use of the Software for its own internal business purposes, including, without limitation, for research and development purposes to improve the Software and to identify industry trends. Customer acknowledges that Viewpoint may use and disclose the reports and results of its findings related to such data in a de-identified and aggregated manner ("Results") for any purpose, including but not limited to commercial and marketing purposes.

10. LIMITATION OF LIABILITY. VIEWPOINT'S CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS IN ANY WAY ARISING OUT OF OR RELATING TO THESE TERMS AND THE SOFTWARE, REGARDLESS OF THE FORM OR THEORY OF ACTION (INCLUDING BREACH OF CONTRACT, STRICT LIABILITY, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL NOT EXCEED THE TOTAL AMOUNT OF THE FEES PAID TO PARTNER BY CUSTOMER FOR THE RELEVANT SOFTWARE IN THE PRIOR 12 MONTHS. IN NO EVENT WILL VIEWPOINT OR ITS THIRD PARTY VENDORS HAVE ANY OBLIGATION OR LIABILITY FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR AGGRAVATED DAMAGES, LOSS OF GOODWILL, LOSS OF DATA, OR ANTICIPATED PROFITS ARISING FROM OR RELATING TO THESE TERMS, CUSTOMER'S USE OF OR THE PERFORMANCE OF THE SOFTWARE, OR FOR ANY OTHER REASON, EVEN IF VIEWPOINT OR ITS THIRD PARTY VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. CUSTOMER ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THESE TERMS AND THAT VIEWPOINT WOULD NOT HAVE PROVIDED THE SOFTWARE PURSUANT TO THESE TERMS WITHOUT THESE LIMITATIONS. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

11. TERMINATION OR SUSPENSION. Viewpoint may immediately suspend access or terminate Customer's right to use the Software if Customer fails to comply with these Terms or if Customer goes into bankruptcy or similar insolvency proceeding.

12. THIRD PARTY BENEFICIARY. Customer agrees that Viewpoint is an intended third party beneficiary of the Order between Partner and Customer, and that Viewpoint may directly enforce the provisions of the Order and these Terms.

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