

§ 1 (Introductory Provisions)

1. These General Terms and Conditions regarding the use of the BIM GUIDE software (hereinafter referred to as the "**GTC**"), together with the order placed by the Licensee and accepted for execution by the Licensor, constitute the Agreement.
2. The entity providing the services described in the General Terms and Conditions is BIM GUIDE spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk at ul. Azymutalna 9, 80-298 Gdańsk, entered into the register of entrepreneurs maintained by the District Court of Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under the KRS number 0001126247, NIP 5842856879, Regon 529630705, with the share capital of PLN 110 700,00 (hereinafter referred to as the "**Licensor**").
3. These GTC define, among others:
 - a) principles of concluding Agreements for the use of BIM GUIDE software,
 - b) scope of the license for the use of BIM GUIDE software, including the rights and obligations of the Licensee,
 - c) types and scope of services provided under the Agreement,
 - d) principles of the Parties' liability,
 - e) terms and conditions of using BIG GUIDE software,
 - f) principles of personal data processing.
4. The Licensee is any entity other than a Consumer that uses the services described in the GTC (hereinafter referred to as the "**Licensee**") and is interested in using the BIM GUIDE software under the Agreement concluded via the Website.

§ 2 (Definitions)

All capitalized terms in these GTC have the meanings assigned to them below, unless these GTC expressly provide otherwise:

1. **License Administrator** – a natural person acting on behalf of the Licensee, performing administrative and formal activities on their behalf within the scope of the License, who has provided the assigned e-mail address for the performance of the Agreement, including for the purposes of operating the BIM GUIDE software and its Functionalities, granting rights to Users, authorizing access security to BIM GUIDE, assigning access to BIG GUIDE Users and performing other administrative and formal activities permitted under the Agreement. The

Licensee may designate only one License Administrator.

2. **BIM GUIDE** – software (tool) consisting of Functionalities facilitating, among others, management of a project created using Autodesk Revit software, made available to the Licensee by the Licensor under the Agreement, during its term, after prior authorization in accordance with the GTC (unless otherwise provided in the GTC). A detailed description and Functionalities of the BIM GUIDE software are specified in Annex No. 1 to these GTC.
3. **Price List** – specifies the rates and/or fees for using BIM GUIDE and granting the License, calculated in accordance with the Agreement and payable to the Licensor by the Licensee. The Price List is part of the Agreement and constitutes Annex No. 2 to the GTC.
4. **Working Days** – days from Monday to Friday, excluding public holidays defined as such in accordance with the provisions of the law in force in the territory of the Republic of Poland.
5. **Access** – the ability to use BIM GUIDE by one End User at a time, unless otherwise expressly provided in the Agreement.
6. **Functionalities** – a set of functions and usability, as well as tools that can be used within BIM GUIDE.
7. **Individual Entrepreneur** – Licensee who is a natural person and who has concluded an Agreement directly related to his/her business activity, when the content of the Agreement indicates that it is not of a professional nature for him/her resulting from the subject of the business activity performed.
8. **Civil Code** – the Act of 23 April 1964, the Civil Code (Journal of Laws of 2024, item 1061, with amendments).
9. **Consumer** – a natural person performing a legal act for a purpose unrelated to their business or professional activity (within the meaning of art. 22¹ of the Civil Code); the Licensor hereby informs that assigning the status of a Consumer by an entity that does not have such status may constitute an unfair market practice within the meaning of separate legal provisions; a Consumer is only a natural person who meets the requirements specified in art. 22¹ of the Civil Code; a person who does not have such status in the light of the above provision, even if they have granted themselves such status by submitting an offer/order, or by accepting an offer, does not acquire such status; no statement by the Licensor may be interpreted as granting Consumer rights to an entity that does not have such status; the provisions of these GTC do not apply to Consumers.

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80-298 Gdańsk ul. Azymutalna 9, BCB, building. B1, I floor, T. +48 58 554 81 96, F.+48 58 551 18 57, <https://bimguide.com/>, KRS 0001126247, District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, Regon 529630705, NIP 5842856879, Share capital: PLN 110 700,00.

10. **License** – a license granted under the Agreement in relation to BIM GUIDE within the meaning of the Copyright Act, authorizing the Licensee to use BIM GUIDE within one or several simultaneous Accesses (working stations) for the duration of the Agreement and on the terms specified in the Agreement and the GTC; the Agreement specifies the nature of the License and also indicates the number of Licenses covered by the Agreement, subject to the possibility of the License Administrator expanding the number of Users using the License for an additional fee specified in the Price List.
11. **Licensee** – a natural person, legal person or organizational unit with legal capacity who is not a Consumer and who has concluded an Agreement with the Licensors on the basis of these GTC; respectively, this person or entity concluding the Agreement declares at the same time that they are not a Consumer and agrees to the fact that their rights and obligations, as well as those of the Licensors, are specified in the GTC.
12. **Licensors** – BIM GUIDE spółka z ograniczoną odpowiedzialnością with its registered office in Gdańsk at ul. Azymutalna 9, 80-298 Gdańsk, entered into the register of entrepreneurs maintained by the District Court of Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register under the KRS number 0001126247, NIP 5842856879, Regon 529630705, with the share capital of PLN 110 700,00. A change in the legal form, company name, registered office, registered office address, registry court of the Licensors or other data indicated above does not constitute a change to the GTC, and is notified by means of an announcement on the Website.
13. **Subscription Period** – the term of the Agreement and at the same time the period for which Access was granted under the BIM GUIDE License. The Subscription Period is selected by the Licensee when placing the first order for the License and depends on the option selected on the Website. The above period is calculated in months and years.
14. **Payment Operator** – a payment institution responsible for processing payments for Licenses purchased by the Licensee under the Agreement.
15. **PDP Provisions** – currently applicable on the date of conclusion or performance of the Agreement, the provisions of the GDPR and other mandatory provisions on the protection of personal data in the Republic of Poland.
16. **Subject of the Agreement** – Licenses granted for the use of BIM GUIDE together with the provision of other services specified in the Agreement and the Price List (if applicable), provided that they have been included in the Subject of the Agreement and it results directly from its content. The subject of the Agreement is also the right to use the BIM GUIDE updates provided by the Licensors.
17. **GDPR** - Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
18. **Website** – a website or mobile application on which the Licensee may conclude an Agreement and acquire a License to use BIM GUIDE under the terms and conditions specified in the GTC.
19. **Parties** – jointly the Licensee and the Licensors, and each of the above entities individually also referred to as the "Party".
20. **Agreement** - an agreement concluded by the Parties for a specified period of time based on these GTC, the subject of which includes granting the Licensee by the Licensors a license to use the BIM GUIDE software specified in its content together with its Functionalities.
21. **Copyright Act** – the Act of 4 February 1994 on copyright and related rights (Journal of Laws of 2022, item 2509, with amendments).
22. **User** – a natural person who has been authorized by the Licensee or the License Administrator to use BIM GUIDE exclusively in his/her name and on his/her behalf, i.e. for the internal needs of the Licensee.

§ 3

(Conditions for the conclusion and performance of the Agreement)

1. The Subject of the Agreement shall be implemented by the Licensors on the basis of the Agreement concluded with the Licensee.
2. BIM GUIDE is made available on the basis of these GTC electronically, via the Internet as part of a cloud solution (SaaS).
3. In order to properly use BIM GUIDE, the Licensee must meet the minimum technical requirements, which are:
 - 1) in terms of application:
 - a) having a device that provides access to the Internet,
 - b) having an updated web browser (we support Mozilla Firefox and Google Chrome),
 - c) having an electronic mailbox (e-mail address);
 - 2) in terms of plugins: having the Autodesk Revit 2023 and/or 2024 application.

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4. Before starting the procedure of purchasing the License and concluding the Agreement, the Licensee should create an account on the Website (BIM GUIDE).
5. The Agreement may be concluded in particular through:
 - 1) signing of the contract document by the Parties separately (in written or electronic form),
 - 2) submission of an offer by the Licensee addressed to the Licensors, in particular by placing an order for BIM GUIDE on the Website, with simultaneous confirmation and acceptance of the provisions of the GTC, as well as the Price List (including payment for the License via the Payment Operator's website) and its acceptance by the Licensors in documentary form (e-mail).
6. Concluding the Agreement in one of the above ways means that the Parties accept the rights and obligations arising from the GTC and accept them in their entirety without reservations.
7. The Agreement may be concluded if the Licensee is represented by an authorized representative, authorized to make declarations of intent on behalf of the Licensee. It is presumed that a natural person placing an order for BIM GUIDE via the Website and accepting the GTC has been authorized to represent and make binding declarations of intent on behalf of and for the benefit of the Licensee.
8. In the event that the Licensee submits an offer and an application to conclude the Agreement via the Website (the case referred to in item 4 point 2) above), the Licensors, after receiving the Licensee's application to conclude the Agreement and after the Licensee accepts the GTC and pays for the License in the purchased quantity, will confirm the fact of concluding the Agreement by sending an e-mail to the Licensee's e-mail address. The confirmation of the conclusion of the Agreement sent by the Licensors is a condition for concluding the Agreement. The lack of confirmation of the conclusion of the Agreement by the Licensors is tantamount to the fact that the Agreement has not been concluded.
9. Unless the Parties have agreed otherwise, the Agreement is concluded for a fixed term and is automatically renewed, unless the Licensee cancels the subscription to the License on the Website.
10. The Agreement may be concluded in two subscription variants, i.e.:
 - 1) monthly renewable Agreement (1 billing month), or
 - 2) annual renewable Agreement (12 billing months).
11. The renewable Agreement, regardless of the variant, covers the granting of the License to BIM GUIDE in the indicated Subscription Period (selected by the Licensee), which is extended for the next Subscription Period of the same Subscription Period as the previous one. The automatic renewal (extension) of the Subscription Period occurs directly under the provisions of the Agreement (including the GTC) without the need for any of the Parties to submit additional declarations of intent.
12. The automatic extension of the Subscription Period will not take place if the Licensee effectively terminates the Agreement in the manner described in § 10 of the Agreement or the Licensors terminate the Agreement in accordance with the GTC or applicable law.
13. The Subject of the Agreement is determined by its content, and in the event that the Parties have not signed the agreement document in accordance with item 5 point 1) above – the VAT invoice issued by the Licensors based on the License subscription package ordered by the Licensee shall determine the Subject of the Agreement (type of subscription).
14. After concluding the Agreement, the Licensee receives Access to the License in the purchased quantity.
15. BIM GUIDE is provided to the Licensee under the Agreement as is, i.e. BIM GUIDE is not adapted to the needs and requirements of the Licensee. However, at the Licensee's request, the Licensors allow for the possibility of implementing the Licensee in all BIM GUIDE Functionalities and providing assistance in installing the plug-in in order to enable the use of BIM GUIDE. The above also applies to updating BIM GUIDE and implementing new Functionalities.

§ 4

(Rights and Obligations of the Licensors)

1. The Licensors are obliged to make BIM GUIDE available to the Licensee under the terms and conditions specified in the Agreement, including the provisions of the GTC and the Price List.
2. In addition to other rights specified in the Agreement or the GTC, the Licensors are entitled to suspend the provision of BIM GUIDE in whole or in part in the event of:
 - 1) breach by the Licensee of the provisions of the Agreement, including the GTC, and in particular in the event of failure to pay the remuneration due to the Licensors, provided that in the event of concluding an Agreement with an Individual Entrepreneur, the suspension of the provision of BIM GUIDE may

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occur to an extent other than failure to pay the remuneration to the Licensor, only after a prior ineffective call to the Licensee to cease the indicated violations within a period of no less than 5 Business Days, under penalty of suspension of access to BIM GUIDE,

- 2) the Licensee is found to be insolvent within the meaning of the Act of 28 February 2003 - Bankruptcy Law or there is a threat of insolvency as referred to in the Act of 15 May 2015 - Restructuring Law or there are other reasons giving rise to justified doubts as to the Licensee's lack of financial liquidity.
3. The Licensor has the right to make unilateral changes to the BIM GUIDE configuration in the following scope:
 - 1) updating BIM GUIDE and adapting BIM GUIDE to new standards, technologies, applications and all kinds of other updates that are necessary for the correct use of BIM GUIDE,
 - 2) the need to make changes due to safety and functionality of BIM GUIDE,
 - 3) cooperation with changes due to legal regulations,
 - 4) development and improvement of BIM GUIDE.
4. The Licensor, as the owner of all copyrights to BIM GUIDE, is entitled to conclude the Agreement.
5. The Licensor is entitled to apply all types of security measures to protect the IT resources related to BIM GUIDE.

§ 5

(Rights and Obligations of the Licensee)

1. The Licensee is entitled to use the BIM GUIDE software in accordance with its intended use, under the terms and conditions specified in the GTC and the Agreement.
2. The Licensee is obliged to pay the Licensor's remuneration for using BIM GUIDE in a timely manner in accordance with the Price List. For this purpose, the Licensee undertakes to have funds in a bank account maintained by the bank where he/she has a credit or debit card, which he/she indicated to the Payment Operator for payment and extension of the Subscription Period under the Agreement.
3. The Licensee appoints a License Administrator who has the right to manage Users and grant or revoke access to Users.
4. Granting Access to new Users (above the purchased number of Accesses) is subject to an additional fee in accordance with the accepted Price List constituting Annex No. 2 to the GTC. Additional Licenses may be purchased by the Licensee on the Website.

5. The Licensee is obliged to immediately inform the Licensor of any failure or irregularity in the operation of BIM GUIDE. Notifications will be submitted in accordance with the procedure specified in § 9 of the GTC.
6. The Licensee undertakes not to make any changes to the provided BIM GUIDE software, in particular not to make any changes to the provided BIM GUIDE's IT components, source codes or graphical interface, with the exception of elements that, in accordance with the purpose of BIM GUIDE, may be modified. It is prohibited, among others, to perform reverse engineer to BIM GUIDE software.
7. The Licensee shall be liable for any use of BIM GUIDE that is contrary to the law or the Agreement, including in particular any infringement of the Licensor's personal rights, the Licensor's copyrights or other generally applicable legal provisions related to the Agreement or BIM GUIDE.
8. The Licensee is responsible for the actions and omissions of its employees, collaborators and subcontractors in the use of BIM GUIDE as for its own actions and omissions.
9. The Licensee is obliged to immediately inform the Licensor about the intention to extend the number of Licenses for Users.
10. The Licensee is obliged to comply with the IT security rules regarding BIM GUIDE specified in the GTC, in particular in Annex No. 3 to the GTC.
11. The Licensee is obliged to comply with the rules and regulations applicable to the Payment Operator to the extent to which he purchases the License.

§ 6

(Remuneration)

1. The Licensee is obliged to pay the Licensor remuneration for granting License to BIM GUIDE in accordance with the Price List.
2. The amount of remuneration due to the Licensor depends on the scope and number of Licenses granted and ordered by the Licensee.
3. Settlements between the Parties will take place on a monthly basis (settlement month) or annually (settlement year – 12 months), depending on the subscription version selected and purchased by the Licensee.
4. The Subscription Period fee for using BIM GUIDE is charged each time using the available payment method selected by the Licensee, via the Payment Operator.
5. The Licensor will issue a VAT invoice to the Licensee for the remuneration due to the Licensor, in accordance with the applicable provisions of polish tax law. The VAT due will be added to the

net remuneration amount at the rate applicable on the date of invoice issuance. The Licensee hereby consents and accepts receiving invoices in electronic form to the e-mail address provided by the Licensee for contact. Electronic invoices may also be made available to the Licensee on the Service.

6. The Licensee is obliged to pay the remuneration for the performance of the Subject of the Agreement under the Agreement in advance for each billing month (in the case of a monthly subscription) or for each billing year (in the case of a 12-month subscription). The remuneration for subsequent Subscription Periods will be collected automatically using the previous payment method provided by the Licensee to the Payment Operator, in the amount corresponding to the number of active Users on the day of starting the next Subscription Period, unless the Licensee effectively cancels the subscription for BIM GUIDE before the expiry of a given Subscription Period or terminates the Agreement in accordance with § 10 of the GTC.
7. As part of the remuneration, the Licensee is entitled to use the package (quantity) of purchased Licenses in a given Subscription Period. In the event of the need to increase the maximum number of Licenses that have been purchased by the Licensee in a given Subscription Period, the Licensee may purchase additional Licenses through the Service and for an additional fee in accordance with the Price List, covering the extended number of Licenses for Users, which will be included in the next invoice. Increasing the number of Licenses during the term of the Agreement is possible on the Service and after paying for additional Licenses via the Payment Operator's website.
8. In the event that the Licensee purchases the License via the Website, payment will be made on the Payment Operator's website, and each subsequent payment for subsequent Subscription Periods will be made based on automatic charges to the Licensee's payment/credit card indicated on the Payment Operator's website. In the event that it is not possible to charge the Licensee for the Licensee's purchased License from the Licensee's payment/credit card, the Licensor will be entitled to:
 - 1) sending a notification to the Licensee in electronic form with information about the impossibility of withdrawing funds from the Licensee's payment/credit card and requesting payment of the remuneration from the Licensee via another means of payment (another card) available on the Payment Operator's website, within 14 days,

- 2) after the unsuccessful expiry of 14 days for making payment for the License, the Licensor shall be entitled to disable Access for all Users,
- 3) after one month from the date of sending the notification of non-payment by the Licensor to the Licensee, the Agreement shall be terminated with immediate effect, without the need for the Licensor to submit additional declarations of intent, which involves the complete deletion of all spaces made available to the Licensee under the Agreement.
9. The Licensor has the right to change the remuneration due from the Licensee for the performance of the Agreement. In the event that the Licensor decides to change the remuneration for the License, the Licensor will inform the Licensee by sending him an offer - Price List with new rates, which will be valid from the beginning of the next Subscription Period, unless the Licensee effectively resigns from continuing to use the License under the Agreement on the Website.
10. The offer may be sent electronically to the Licensee's e-mail address provided on the Website, to which the Licensee agrees.

§ 7

(License Administrator Rights)

1. The License Administrator manages the Licenses and Accesses granted under the Agreement on behalf of the Licensee and thus grants Access to Users to use BIM GUIDE.
2. The License Administrator's rights include in particular:
 - 1) the right to assign Access to Users from the License pool purchased by the Licensee,
 - 2) the right to define templates, standards, departments and projects in BIM GUIDE,
 - 3) the right to add, remove or change Users,
 - 4) the right to review information about the License and about Users using BIM GUIDE,
 - 5) the right to use all BIM GUIDE's Functionalities.
3. The above provisions do not in any way extend the number or scope of the Licenses granted, nor do they entitle to grant Access to third parties. The principles for acquiring additional Licenses for Users are specified in § 6 of the GTC.
4. The Licensee is obliged to provide, among others, the e-mail address of the License Administrator in order to properly execute the Agreement. Providing an incorrect e-mail address of the License Administrator or not providing it at all constitutes an obstacle on the part of the Licensee that prevents the proper execution of the Agreement and the use of BIM GUIDE.

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§ 8 (License Terms)

1. The Licensor grants the Licensee a License to use BIM GUIDE within the Accesses in the quantity in which the Licensee has purchased them under the Agreement. The number of purchased Licenses means the number of simultaneous Accesses to BIM GUIDE that can be used by Users.
2. Licenses are granted each time for a fixed period equal to the Subscription Period and are automatically extended each time until the date of termination of the Agreement.
3. The Licenses granted under the Agreement are non-exclusive and non-transferable and are granted in the territory of the Republic of Poland.
4. Licenses, subject to generally applicable legal provisions, authorize the Licensee to use BIM GUIDE within the limits specified in the GTC.
5. The Licensee is not entitled to resell BIM GUIDE, Licenses or Accesses or to grant further Licenses.

§ 9 (Complaints and dispute resolution)

1. In terms of the correct operation of BIM GUIDE, the Licensee shall submit to the Licensor any comments, reservations or complaints in the manner provided for in section 3 below.
2. The Licensor will consider all complaints with due diligence in order to restore full BIM GUIDE Functionalities and efficient operation of BIM GUIDE within no more than 5 Business Days.
3. Notifications regarding the operation of BIM GUIDE should be submitted to the Licensor via e-mail or in writing to the contact details indicated in § 13 of the GTC.
4. Complaints or reports should be submitted in justified cases with a concise description of the event and an indication of what the problem concerns.
5. The Licensor shall consider complaints within 14 Business Days from the date of receipt of the notification. The Licensor shall make every effort to ensure that complaints are considered as soon as possible.
6. In particularly complicated cases, the Licensor has the right to extend the period for resolving a problem with BIM GUIDE, about which the Licensee will be informed in a document (e-mail) together with an indication of the expected time for considering the complaint.
7. If the complaint submitted by the Licensee requires supplementation, the Licensor may request supplementation.
8. The Parties unanimously confirm that responses to complaints and other notifications will be sent by

the Licensor in electronic form to the Licensee's e-mail address.

9. The complaints procedure does not exclude the Licensee's rights under generally applicable provisions of law.
10. The court competent to resolve any disputes related to the performance of the Agreement is the common court competent for the seat of the Licensor, provided that in the case of an Agreement concluded with an Individual Entrepreneur, the court competent to resolve any disputes related to the performance of the Agreement is the common court competent for the local jurisdiction under the general principles provided for by law.

§ 10 (Termination and Amendments to the Agreement)

1. If the Agreement has been concluded for an indefinite period, each Party has the right to terminate the Agreement by giving one month's notice, with effect at the end of the calendar month.
2. If the Agreement has been concluded for a fixed term, i.e. for a specific Subscription Period, the Licensee may cancel the subscription to BIM GUIDE on the Website at any time, which will result in the Agreement being terminated with effect at the end of the then applicable Subscription Period.
3. Despite the Licensee's cancellation of the subscription to BIM GUIDE, Access to the License will be provided until the end of the current Subscription Period.
4. Payments collected for the purchase of a BIM GUIDE License are non-refundable, regardless of whether the Licensee canceled the subscription during the given Subscription Period or stopped actually using BIM GUIDE despite the purchased Licenses.
5. The Licensor has the right to terminate the Agreement with effect at the end of a given Subscription Period at any time without giving a reason. The above prevents the Licensee from extending the Access to BIM GUIDE in the Service for the next Subscription Period. The Licensor will inform the Licensee of its intention to terminate the Agreement at least 5 Business Days before the end of a given Subscription Period.
6. The Licensor also has the right to terminate the Agreement and block Access to BIM GUIDE with immediate effect in the event of:
 - 1) the Licensee grossly violates the provisions of the Agreement, including the GTC, and continues the violations despite the Licensee

being requested to cease them within the period set by the Licensor, not shorter than 5 Business Days,

- 2) when the performance of the Agreement is not possible as a result of a final decision issued against the Licensor by the competent authorities prohibiting or restricting the conduct of business in the scope that is the subject of the Agreement.
7. The declaration of termination or dissolution of the Agreement may be submitted electronically via e-mail or in writing.
8. The Licensor has the right to unilaterally amend the Agreement if one of the following reasons occurs:
 - 1) the need to adapt the Agreement to the legal provisions affecting the subject matter of the Agreement being implemented,
 - 2) the need to adapt the Agreement to security requirements,
 - 3) the need to adapt the Agreement to new or changed BIM GUIDE Functionalities,
 - 4) the provision of new packages, technical solutions or services by the Licensor,
 - 5) the need to increase the level of security or protection of personal data.
9. If the Licensor decides to change the Agreement in the manner specified in section 8 above, the Licensor will inform the Licensee about the changes to the Agreement no later than 14 days before the proposed date of entry into force of these changes. Information in this respect will be sent to the Licensee in the manner specified in § 13 section 3 of the GTC.
10. Amendments to the Agreement shall bind the Licensee from the date of their entry into force, unless the Licensee files an objection to the proposed amendments within 5 Business Days from the date of informing the Licensee of the proposed amendments to the Agreement. In order to meet the deadline for filing an objection, a letter containing the objection shall be delivered to the Licensor's registered office or via e-mail to the Licensor's address indicated in § 13 section 2 of the GTC, before the expiry of the aforementioned period of 5 Business Days.
11. Failure to object to the proposed changes to the Agreement is equivalent to expressing consent to these changes.
12. If the Licensee objects to the proposed changes, the Agreement shall be terminated at the end of the Subscription Period applicable at that time.
13. The Licensee has the right to terminate the Agreement with immediate effect in the event of a gross breach by the Licensor of material obligations resulting from the Agreement, in particular when such a breach is of a continuous

nature or when the effects of the breach are not removed by the Licensor within 14 Business Days from the date of receipt of a request from the Licensee to remove such a breach.

§ 11 (Personal data)

1. The administrator of personal data processed under the Agreement is the Licensor.
2. The administrator of personal data processed as part of payments for Licenses is the Payment Operator.
3. The Licensor may process personal data entrusted to it under the Agreement by the Licensee within the scope and for the purpose of proper performance of the Agreement, which includes in particular personal data made available on the Website.
4. Detailed information on the processing of personal data is included in the Licensor's Privacy Policy.
5. The Parties are obliged to comply with the PDP Provisions, in particular the GDPR, to the extent necessary for the performance of the Agreement.

§ 12 (Confidentiality)

1. The Parties undertake to keep confidential all information of the other Party, including information of a commercial or financial nature, information on the terms of remuneration or related to the organization of the enterprise of each Party, which constitutes the business secret of the other Party within the meaning of the provisions of the Act of 16 April 1993 on Unfair Competition Suppression, obtained in connection with the conclusion or performance of the Agreement, unless they obtain the written consent of the other Party (under pain of nullity) in each specific case or the information has been made public by the other Party or the disclosure of information is required by law, including at the request of authorized bodies.
2. The obligation of the Parties in the scope specified in section 1 above is valid for the duration of the Agreement, as well as for a period of 10 years after its termination or expiration. However, if the relevant legal regulations oblige the Parties to keep confidential information secret for a longer period, the Parties are obliged not to disclose such information, even after the expiration of the obligation referred to above.
3. In the event of confirmed disclosure by one of the Parties of the data or information referred to in section 1 above, the other Party shall be entitled to claim compensation under the general

principles provided for by generally applicable provisions of law, including the Civil Code.

**§ 13
(Communication)**

1. The language in which the Licensor communicates with the Licensee is Polish or English.
2. Unless other provisions of the GTC provide otherwise, the Licensee may contact the Licensor:
 - 1) via e-mail to the e-mail address of the Licensor: contact@bimguide.com
 - 2) in writing, at the following address: BIM GUIDE sp. z o.o., ul. Azymutalna 9, 80-298 Gdańsk, with the note: BIM GUIDE.
3. The Licensor communicates with the Licensee electronically, by phone or in writing or via the Website, if it is possible within the Website. Unless the Agreement provides otherwise or the law provides otherwise - the basic form of communication with the Licensee is e-mail correspondence.

**§ 14
(Responsibility)**

1. To the extent permitted by applicable law, in particular Article 473 § 2 of the Civil Code, the Licensor's liability for any consequences related to the use of BIM GUIDE by the Licensee or Users is excluded, including damages resulting from defects or errors in the BIM GUIDE software provided or the inability to use BIM GUIDE. The exclusion referred to above also applies after the termination or expiration of the Agreement, regardless of the mode in which the Agreement was terminated or expiration.
2. Liability under the warranty (rekojmia) for defects in BIM GUIDE to the extent permitted by generally applicable provisions of law is excluded.
3. The Licensor shall not be liable for the actions or omissions of third parties selected by the Licensee (e.g. telecommunications operators providing services to the Licensee, the Licensee's Internet provider) or for the actions or omissions of another entity that is an external supplier to the Licensee.
4. The Licensor is not responsible for the actions or omissions of the Payment Operator.
5. The Licensor, to the extent permitted by generally applicable law, shall be liable for damage caused to the Licensee in connection with the violation of the Personal Data Protection Regulations regarding the violation of the security principles of personal data processing covered by the entrustment on general terms, provided that the liability in this respect is limited exclusively to the amount equal to the annual fee paid by the

Licensee under the Agreement, unless this is not permitted under the applicable PDP Provisions or the Civil Code.

6. Neither Party shall be liable for failure to perform or improper performance of the Agreement caused by force majeure. Force majeure shall be understood as an external event of an extraordinary nature that cannot be prevented, even with the greatest degree of diligence, e.g. floods, earthquakes, war, pandemic, hacker attacks, etc.
7. Each Party shall inform the other Party of the circumstances of force majeure without undue delay after becoming aware of such circumstances.
8. The Party affected by force majeure circumstances shall make every effort to eliminate the effects of force majeure on the performance of obligations under the Agreement.

**§ 15
(Final provisions)**

1. The Licensee is not entitled to transfer any rights or obligations arising from this Agreement to any person or entity without the prior written consent of the Licensor (under penalty of nullity).
2. In the event of concluding an Agreement with an Individual Entrepreneur, the provisions of the Agreement (GTC) which, in accordance with Articles 385¹ – 385³ of the Civil Code, constitute prohibited (abusive) clauses shall not apply.
3. In the event that the Agreement is also a distance or off-premises contract within the meaning of the provisions of the Civil Code and is concluded with an Individual Entrepreneur, in such a situation he/she has the right to withdraw from the Agreement within 14 days from the date of conclusion of the Agreement, without giving a reason, under the conditions specified in Chapter 4 of the Act of May 30, 2014 on consumer rights (Journal of Laws of 2023, item 2759, with amendments). However, the Individual Entrepreneur has no right to withdraw from the agreement in relation to the agreements referred to in Article 38 of the Act of May 30, 2014 on consumer rights (Journal of Laws of 2023, item 2759, with amendments).
4. The draft declaration of withdrawal from the Agreement for an Individual Entrepreneur constitutes Annex No. 4 to the GTC. An Individual Entrepreneur is not obliged to use this draft to submit an appropriate declaration.
5. If individual provisions of the Agreement or the GTC prove to be invalid or ineffective in whole or in part for any reason, the other provisions of the Agreement or the GTC shall remain in force. In

such a situation, the Parties shall replace the invalid or ineffective provisions with others in such a way as to fully achieve the purpose of the Agreement.

6. The subject of the Agreement is carried out in the territory of the Republic of Poland.
7. The law applicable to the Agreement is Polish law.
8. These GTC apply to Agreements concluded from the date of their entry into force. The law applicable to the Agreement is Polish law.
9. These GTC enter into force on 16 September 2024.
10. All annexes to the GTC constitute an integral part thereof.

Annexes to the GTC:

- 1) Annex No. 1 – detailed description and BIM GUIDE Functionalities
- 2) Annex No. 2 – Price List
- 3) Annex No. 3 – BIM GUIDE IT Security Principles
- 4) Annex No. 4 – draft of a declaration for an Individual Entrepreneur on withdrawal from an Agreement concluded outside the entrepreneur's premises or an Agreement concluded at a distance.

Annex No. 1 – detailed description and BIM GUIDE Functionalities

1. General information

The BIM GUIDE tool is an original product developed to facilitate the daily work of BIM Managers and project managers, supporting the management of a project created using Autodesk Revit. The main functionality of BIM GUIDE is the ability to monitor and block functions used by Users via the Internet application. In addition, BIM GUIDE collects a huge amount of data from models, such as file size, number of warnings in models, number of people working on a given file. Thanks to this, managers and BIM Managers are able to effectively manage models and take steps to optimize work on files, saving themselves and other project participants a huge amount of time.

2. Detailed parameters and functionalities:

- 1) Monitoring and blocking functions:
 - a) Possibility to monitor about 100 functions used by Users in Revit,
 - b) Warning Users Before Performing a Function,
 - c) Blocking the ability to execute a function.
- 2) Configuring:
 - a) Possibility to personalize warnings sent to Users,
 - b) Possibility to configure blocked functions for individual Users, User groups and projects,
 - c) Configuring the naming standard for a given project.
- 3) Data collection:
 - a) Collecting information about models in the project such as file size, number of warnings, number of people working on the file,
 - b) Sorting used functions by projects and Users,
 - c) Unlimited number of projects created.
- 4) Access and Login:
 - a) 24/7 access to BIM Guide - cloud solution,
 - b) Access authentication using an individual login and password,
 - c) Determining User access levels to specific functionalities,
 - d) Unlimited number of BIM GUIDE administrators on the Licensee's side,

- 5) Data security is guaranteed in accordance with the standards and requirements specified in Annex 3 to the GTC.
- 6) Implementation and training:
 - a) In order to ensure proper development and maximum use of the possibilities offered by BIM GUIDE, we plan to implement all of its Functionalities for the Licensee,
 - b) We configure BIM Guide to suit the needs of the Licensee and the project,
 - c) Due to the continuous development of BIM GUIDE, we provide training and presentations of new BIM GUIDE functionalities when it is updated,
 - d) We provide remote assistance in installing the plugin on multiple computers on the Licensee's side.

BIM GUIDE Sp. z o.o.

80-298 Gdańsk ul. Azymutalna 9, BCB, building. B1, I floor, T. +48 58 554 81 96, F.+48 58 551 18 57, <https://bimguide.com/> , KRS 0001126247, District Court Gdańsk-Północ in Gdańsk, VII Commercial Division of the National Court Register, Regon 529630705, NIP 5842856879, Share capital: PLN 110 700,00.

Annex No. 2 – Price List

Subscription Period:

- 1) one-month (1 billing month) – cost of 5,75 (in words: five 75/100) euros net per User per month.
- 2) twelve-month period (1 settlement year) – cost of 60,00 (in words: sixty 00/100) euros net per User per year.

Annex No. 3 – BIM GUIDE IT Security Principles

1. Access to BIM GUIDE is provided via a "Cloud" platform provided under the Agreement, specifying the IT resources and Functionalities specified in the Agreement, which are intended to streamline work and data exchange within individual projects.
2. The BIM GUIDE tool has been secured in a way that ensures the security of the Licensee's data. Every day, an automatic "backup" of the entire server is performed, each day to a different server room.
3. In order to gain access to BIM GUIDE, it is required to use individual authentication means (login and password).
4. In order to ensure that the BIM GUIDE software works correctly and that the data it displays is up to date, you must obtain the Autodesk Revit software from a legal source and use it in accordance with the manufacturer's recommendations.
5. Users and the Licensee are obliged to ensure that the use of Access to BIM GUIDE is conducted in accordance with good, recognized IT security practices.
6. The procedures and security measures applied by the Licensee must be adequate to the existing threats to the loss of IT security of the resources provided, including preventing unauthorized persons from accessing the resources provided as part of Access to BIM GUIDE and the data or information processed therein.
7. In order to ensure adequate safety standards, it is necessary:
 - 1) have an operating system with all available updates installed, password protected;
 - 2) have an updated and secure web browser (Google Chrome, Mozilla Firefox), ensuring safe use of BIM GUIDE;
 - 3) secure access to shared resources with an individual password.
8. It must be ensured that all information related to BIM GUIDE Access and BIM GUIDE security is kept confidential and that any equipment or software used for purposes related to BIM GUIDE Access is not used in a manner inconsistent with the Agreement or that it compromises the security of data made available under BIM GUIDE Access.
9. The Licensee is obliged to immediately inform the Licensor about any issues related to the security of access to BIM GUIDE IT resources.
10. The information and data provided within the Access to BIM GUIDE may only be used for the purpose for which they are intended.
11. It is prohibited to provide access to BIM GUIDE or BIM GUIDE login data to unauthorized persons.

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Annex No. 4 – draft of a declaration for an Individual Entrepreneur on withdrawal from an Agreement concluded outside the entrepreneur's premises or an Agreement concluded at a distance

..... City, date

Name and Surname of the Individual Entrepreneur
.....

Individual Entrepreneur's Address
.....

BIM GUIDE sp. z o.o.
ul. Azymutalna 9
80-298 Gdańsk

Declaration of an Individual Entrepreneur on
withdrawal from the Agreement concluded at a
distance or outside the company's premises

I/We (*), the undersigned(*), hereby give notice of
my/our(*) withdrawal from the agreement regarding
.....

concluded on

OPTION No. 1():*

*I declare that the payment is to be refunded using the
same method of payment that I/we used(*) when
concluding the above-mentioned agreement.*

OPTION No. 2():*

I/we() declare that I/we(*) want the payment to be
refunded to the following bank account
number:.....*

.....

Individual Entrepreneur's signature

OPTION No. 1 is used when the Individual Entrepreneur does not choose OPTION No. 2. It results from the provision of art. 32 section 2 of the Act of 30 May 2014 on consumer rights ("The Entrepreneur shall refund the payment using the same method of payment as the consumer used, unless the consumer has expressly agreed to another method of refund that does not involve any costs for him.").

OPTION No. 2 is used when the Individual Entrepreneur chooses this option and enters the bank account number mentioned therein. The selection of this option is voluntary, is a right, not an obligation of the Individual Entrepreneur and constitutes express consent referred to in the above-mentioned provision of art. 32 section 2 of the Act on consumer rights.

(*) Delete what is not necessary

BIM GUIDE Sp. z o.o.

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