

1. License agreement

1.1. General conditions

These Licence Conditions apply as a supplement to any separate agreement between the Customer and RIB A/S. If the latter contains deviations as compared to the terms set out below, the separate agreement shall apply. The licence conditions also apply to any form of agreement on sale, delivery and marketing of products and services from RIB A/S irrespective of their designation and irrespective of whether delivery is effected against or without separate consideration. Hereinafter, the "Customer" means the customer, the customer's employees and all other participants and their employees who directly or indirectly via the customer get access to the RIB solution. Hereinafter, "RIB A/S" includes also any dealers and other parties who act on behalf of the company. The "RIB solution" means an overall solution consisting of software, structure, architecture, hosting, traffic, advice and support etc. that together support the collaboration, communication and documentation in construction projects. The RIB solution is divided into a number of applications: RIB Project, RIB Tender, RIB Capture, RIB Digital Handover, RIB Vault and RIB Archive. For some of these applications, special terms have been laid down. Generally, the agreement of the parties is governed by the rules of Danish law.

1.2. License

By this agreement, the customer obtains a non-exclusive licence to use the RIB solution, including getting access to a project server via www.rib-software.com. On the conclusion of the agreement, the customer can create the agreed administrator rights, usernames etc.

1.3. Customer obligations

The Customer shall be responsible for his own use of the RIB system. The Customer is also responsible for and must see to it that the other participants respect the terms and condition of usage. All parts must keep high levels of security in local networks, among these to protect against virus attacks.

1.4. Copyright etc.

RIB A/S has the copyright and any other intellectual property right that is related to the RIB solution including rights to software, layout and design etc. No other rights apart from the above-mentioned licence are given to the customer through this agreement. The customer has the copyright to data and files (drawings, documents etc.) that the Customer itself places on the server. RIB A/S and its dealer disclaim any liability in relation to the Customer if a third party advances a claim for damages against the Customer and/or discontinues the use of the software owing to infringements of its rights. RIB A/S does not have any liability either in relation to the Customer concerning claims or objections from third parties advanced on the basis of data or files that the Customer has placed in the RIB solution. The Customer must indemnify RIB A/S and its dealer for any loss they incur as a result of a claim from a third party owing to the Customer's use of the software.

1.5. Payment

The subscription fee depends on any add-on of extra services (see the agreement concluded). The subscription fee is collected by RIB A/S quarterly in advance and falls due 14 days after the invoice date, unless otherwise agreed. Any additional consumption is invoiced quarterly in arrears. In the case of late payment, interest is paid on amounts due in accordance with the Danish Interest Act.

1.6. Termination and change of the agreement

Generally, for the RIB applications: The Customer can terminate this agreement at a written notice of 3 months to expire at the end of each month. Written means via e-mail: contracts.nce@rib-software.com. For single users: In connection with deregistration of single users, the invoiced party is regarded as the Customer. It is always the Customer's own responsibility to deregister within the current licence period. Deregistration can be made only by the administrator or by the user himself/herself and must be made by means of functions of the software designed for this purpose. As long as a user is not deregistered before the expiry of the licence period, the agreement and the demand for payment will automatically be renewed for yet another period. Non-use does not allow repayment or cancellation of demands for amounts already invoiced. RIB A/S reserves the right to change the RIB solution on an ongoing basis and without notice, including but not exclusively in relation to layout, design, functionality, compatibility and the like. RIB A/S can directly or via its dealer at any time change conditions, prices and content of the subscription at a written notice of 3 months. If it is a question of changes that considerably reduce the usefulness or complicate the Customer's use the Customer is entitled to terminate the agreement without notice and with immediate effect. If the Customer falls behind with payment of the subscription fee or does not meet its other obligations in accordance with the agreement concluded, RIB A/S can immediately terminate the agreement if the Customer has not at the latest 8 days after receipt of a written notice paid any arrears or rectified the matter complained about. However, RIB A/S can terminate the agreement without notice and with immediate effect if it is found that the Customer or a person authorised by the Customer abuses the software by for example using or attempting to use the usernames and passwords of others or otherwise interferes with the functioning of the software.

1.7. Confidentiality

RIB A/S disclaims any liability for losses of the Customer or others as a result of confidential or freely available information of any kind which has been placed in the software by the Customer itself, the authorised person of the Customer or similar persons being changed or deleted by persons who have wrongfully, unlawfully or without authorisation gained access to the information. This applies whether it happens during transmission to or from the software or while the information is on the servers. RIB A/S reserves the right to access the Customer's data, under full confidentiality, so that RIB Support can provide support at the Customer's request. If the Customer does not wish this, the Customer must notify RIB Support in writing via support.nce@rib-software.com.

1.8. Limitation of liability

The Customer is liable for its own use of the RIB solution and is in this connection responsible for observing current legislation. The customer's own liability and obligations include processing of data, including personal data which the Customer states in connection with use of the RIB solution in relation to both the Danish Data Protection Act and Regulation (EU) 2016/679 of 27 April 2016 on the protection of personal data (GDPR). In addition to this, the Customer is liable for and must ensure that the other participants comply with the licence conditions for the use as well as current legislation. Everybody is obliged to maintain a high level of security on their own networks, including safeguarding against virus attacks. Should liability be imposed on RIB A/S or its dealer, the total liability for any damage, loss or measures can as a maximum constitute an amount corresponding to 6 months' subscription fee. RIB A/S or its dealer disclaims any liability for any indirect losses suffered by the Customer, including loss of profits, loss of earnings as well as loss on account of the Customer's breach of its obligations in relation to third parties as a result of defects in the supply. This applies particularly but not exclusively to loss of data and costs in connection with restoration or reproduction of such data. The software is a

service the scope and use of which are developed, adjusted and improved on an ongoing basis. RIB A/S disclaims any liability for errors and defects, including in software and hardware, or negligence irrespective of whether such errors and defects or negligence is/are attributable to the affairs of RIB A/S unless the Customer can verifiably prove that RIB A/S has acted with gross negligence or with intent. RIB A/S is not liable for clerical errors, typographical errors, changes or inaccuracies in text, type fonts, graphics or the like, irrespective of whether these are due to circumstances attributable to the use of the software. RIB A/S can neither guarantee nor ensure that the software works without interruptions or errors or that errors will be corrected. Nor can it be guaranteed or ensured that software and hardware directly or indirectly related to the performance and functioning of the software is free from virus or other harmful elements. Communications sent to users via the software are solely to be regarded as a supplement to regularly logging in. Thus, it is the responsibility of the individual user to keep updated. RIB A/S cannot guarantee that all e-mails reach their recipients regardless of whether the reason for this is due to the affairs of RIB A/S, the user or any third party. This qualification applies to all communications and notifications in all accessible applications. An updated and correct information basis is available at the software and cannot be replaced by notifications and messages. The software may be used only for lawful purposes. RIB A/S is not liable for any violations of the law that have occurred in connection with the use of the software. RIB A/S is not liable for losses to the Customer that have arisen as a direct or indirect consequence of the use by other customers of the software. In the case of delay, breakdown of the software or errors and defects in the software, RIB A/S is not liable where the error is due to damage to, errors in or wrong use of software and hardware, including but not exclusively defective hardware, technical problems of any kind, system crashes, hacker attacks and the like. Nor is RIB A/S liable in the case of delay, breakdown of the software, and in the case of errors and defects in the software where the error is due to force majeure situations of any kind.

1.9. [The General Data Protection Regulation \(EU 2016/679 of 27 April 2016\) and The Danish Act On Processing of Personal Data](#)

The Customer is in every respect data controller and RIB A/S is in every respect data processor as RIB A/S acts solely on instructions from the Customer. The Customer is aware that the RIB solution is run in an externally hosted IT environment at one of the sub-suppliers of RIB A/S and hereby consents to this. RIB A/S uses only sub-suppliers who have undertaken to comply with current personal data legislation and RIB A/S has concluded data processing agreements with these sub-suppliers.

1.10. [Assignments](#)

The Customer is not entitled to assign this agreement to a third party without the written approval of RIB A/S. RIB A/S reserves the right to assign its rights and obligations to a third party.

2. Export regulations

2.1. [Global export control clauses for tender, bid or quote submissions](#)

This offer is subject to the approval and/or issuance of any required licenses, authorization or approvals by any relevant government authority. If any required licenses, authorization or approval are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such license authorization or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller's judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the offer, Seller shall be excused from all obligation/s under this offer.

2.2. Global export control clauses for sales and distributor contracts or T&Cs

The deliverables provided by Seller under this Agreement contain or may contain components and/or technologies from the United States of America (“US”), the European Union (“EU”) and/or other nations. Buyer acknowledges and agrees that the supply, assignment and/or usage of the products, software, services, information, other deliverables and/or the embedded technologies (hereinafter referred to as “Deliverables”) under this Agreement shall fully comply with related applicable US, EU and other national and international export control laws and/or regulations.

Unless applicable export license/s has been obtained from the relevant authority and the Seller has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination and party (may include but not limited to an individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Buyer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems or unmanned air vehicles; nor be used in any nuclear weapons delivery systems; and will not be used in any design, development, production or use for any weapons which may include but not limited to chemical, biological or nuclear weapons.

If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit Seller from fulfilling any order, or would in Seller’s judgment otherwise expose Seller to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, Seller shall be excused from all obligations under such order and/or this Agreement.

2.3. Global export control clause for purchasing and supplier contract & T&Cs

The Supplier acknowledges that it is fully aware of, and knowledgeable about, the export and re-export controls regulations, ordinances and laws in the jurisdiction from which the Products are exported or the Services are provided and agrees to obtain all necessary export and re-export permits or licenses at the Supplier’s expense to ensure that the Purchaser enjoys the full benefit under the relevant Purchase Order and these T&C. Further, the Supplier shall supply the Purchaser with the information regarding any applicable export controls rules and required permits or licenses for the Products or Works to be shipped, in writing within three (3) working days from the receipt of Purchase Order. The Supplier shall also notify the Purchaser in writing of any changes to such export and re-export controls regulations and/or permit or licensing requirements which may affect the Purchaser’s benefits under the Agreement. The Supplier undertakes to comply with all export and re-export controls regulations or rules in relation to the delivery of the Products, the Works and the provision of the Services and shall indemnify Purchaser against all liability, losses, damages, and expenses (including reasonable attorney’s fees) resulting from the Supplier’s non-compliance or violations of such export and re-export controls regulations.

3. Antibribery and corruption

1. The Buyer acknowledges that Seller 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 and Buyer shall adhere to Seller’s Trust Charter a copy of which is available at <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics>

The Buyer must immediately notify Seller of any suspected, or known, breaches of Anti-Corruption Law. The Buyer may raise this alert through their point of contact or through the Trust Line <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline/>

2. None of the Buyer's employees, beneficial owners, shareholders, or any other person who is involved in or will benefit from the performance of the Contract or has an interest in the Buyer:

- is a civil servant, public or governmental official;
- is an official or employee of Seller or one of its affiliates; or
- has been convicted of, or otherwise been subjected to any administrative sanction or penalty for, any offence involving fraud, bribery, corruption, influence peddling, money laundering, or any other criminal offence involving dishonesty as an element. Buyer will immediately notify Seller if any such individuals are the subject of any investigation into any such offenses.

3. The Buyer undertakes and covenants to Seller that it shall not, alone or in conjunction with any other person, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, undue advantage, or anything of value to any employee, official or authorized representatives of Seller.

Definition: "Anti-Corruption Law" means all applicable laws which prohibit the conferring of any gift, payment or other benefit on any person or any officer, employee, agent or advisor of such person including but not limited to the French "Sapin II" Law, the United States' Foreign Corrupt Practices Act, and the United Kingdom Bribery Act or which prohibit money laundering, tax evasion or the facilitation thereof.

4. Trust Charter – Anticorruption etc.

The Company 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 and the Company acknowledges the RIB's Trust Charter and a copy of which is available at: https://www.se.com/ww/en/download/document/SchneiderElectric_TrustCharter/

The Company will notify RIB of any suspected, or known, breaches of Anti-Corruption Law. The Company may raise this alert through their point of contact or through the Trust Line: <https://www.se.com/ww/en/about-us/sustainability/responsibility-ethics/trustline>.