

## End-user Software Access Agreement

This agreement is made by and between

any user of the Software who downloaded and installed it on its computer

– hereinafter referred to as **End-user**

and

ConSteel Solutions Kft., the developer and copyright owner of the software

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– hereinafter referred to as **Licensor**.

### DEFINITIONS

The following terms shall mean under this Agreement:

**End-user:** the beneficiary of the Software / Consteel Community Membership access, so the actual user of the Software / actual member of the Consteel Community membership through Software/Membership access rights represented by an End-user account

**Party:** the Licensor or the End-user between whom this agreement has been entered into

**Parties:** the Licensor and the End-user together

**Licensee:** The one who actually is in contract with the Licensor and owns a purchased licence. Has a License Administrator account with admin authority and can assign software access and software seats to the license.

**Software:** the ConSteel software with the relevant access type and any related software modules (e.g.: ConSteel Joint software) current at the date when an actual licensing agreement is concluded and its upgrades;

**Intellectual Property:** any trademarks, patents, copyright, designs, know-how or other registered or non-registered intellectual property rights relating to the Software;

**Software seat:** defines the number of independent software accesses to the software license simultaneously;

**Software access:** Grants the End-user the right to access available software seat and use the Software.

**Licensor's website:** refers to the official website of the Licensor, accessible from <https://consteelsoftware.com/>

**Consteel Community Membership organization:** an organized community of Consteel software End-users providing them several types of supplementary services (direct support, access to online contents, training, creative services etc.)

**Subscription plan:** defines the conditions of the software license (such as software use and Software access type, Software seat and Software access number and protection type and validity) and the proper Consteel Community Membership level

**Cloud services:** functionalities of the Software which require internet access and online account of the End-user on the Licensor' website such as: cloud save, cloud store, cloud share and cloud open of models and access to scripts in the Script Library.

**Cloud platform:** a cloud-based storing, sharing and service providing platform for structural models and their analysis or design results used for the Cloud services, accessible from <https://steelspace.io>

**Offline use:** possibility to use the Software with online protection for a certain time without internet access

**Hungarian Civil Code:** Act V of 2013 on the Civil Code;

**Hungarian Act on Copyright:** Act LXXVI of 1999 on Copyright

## **PREAMBLE**

The **Licensor** is the sole and exclusive author of the Software therefore it shall have all the exclusive rights and those provided in and granted to the developer under the Hungarian Act on Copyright with regard to the Software as an intellectual property.

The **Licensor** is entitled to grant a software access to use the Software and to transfer the user rights.

By downloading and installing the Software or by requesting any type of Software detailed in the Subscription plans section the **End-user** accepts the terms of this agreement.

The **Licensor** reserves the right to change the conditions of this agreement, which is notified to the **End-user** in writing at least 30 days before such change(s) takes effect.

If the **End-user** indicates the **Licensor** in writing within 30 days of publication that he does not agree with the modifications, this agreement shall cease to exist and the **End-user** must stop using the Software.

In the absence of such feedback, the modifications shall be deemed to have been accepted automatically.

## **BASIC SOFTWARE ACCESS TERMS**

By entering into this agreement the **Licensor** shall grant the **End-user** the right to use the Software and the right to install it on the **End-user**'s computer for an unspecified period of time from the date of entry into force to the termination of the agreement provided that the **End-user** continuously complies with the provisions of this agreement.

The **End-user** shall not obtain exclusive rights to the use of the Software.

The **End-user** acknowledges that the **Licensor** owns all personal and proprietary rights to the Intellectual Property, including copyrights, patents, trademarks, and trade secrets, in and to the Software and that none of these rights are transferred to the **End-user** herein.

The right not expressly transferred by the **Licensor** to the **End-user** cannot be exercised by the **End-user**, it still belongs to the **Licensor**. By assigning the right to use, the **Licensor** shall grant the **End-user** a non-transferable Software access to use a copy of the Software.

The **End-user** understands that he can use the Software through a Software access assigned by the **Licensee** or by the **Licensor**.

In the case of a Personal or Team Subscription plan the **Licensee** has the right to withdraw the Software access from any **End-user** for which the **Licensor** is not responsible. The membership level of each Software access is defined in the Sales Order Agreement, which the **Licensee** is entitled to modify.

In the case of a Trial or Educational plan the **Licensor** has the right to withdraw the Software access from any **End-user** who violates the provisions of this agreement. The membership levels for the different Subscription plans are defined in **Annex 1**.

## **SUBSCRIPTION PLANS**

Any **End-user** needs an active subscription to use the software.

Different Subscription plans defining the permitted use of Software, the validity, the protection type, the Software seats, the Software accesses, the Software access type and the Consteel Community Membership level.

The contents of the various Software plans and Software accesses are set out in **Annex 1**.

The details of the services provided by the different membership levels are provided in **Annex 2**.

The **End-user** can check the available Subscription plan, Software access type and the Consteel Community Membership level assigned to the Software access in the Subscription menu of his account registered on the **Licensor**'s website.

For the use of cloud services the **End-user** can use the Cloud platform for which it must also accept the proper Terms of Service of that Cloud platform. It is the **End-user's** responsibility to know and accept these terms which are independent of this agreement.

## **OBLIGATIONS AND RESPONSIBILITIES OF THE END-USER**

The **End-user** understands that the Software requires the particular operating systems, hardware and the necessary software environment described in the software documentations to run. The documentation can be found on the **Licensor's** website at the Service Center / Online Manual page.

The **End-user** understands that in order to use the Software, must have a user account on the **Licensor's** website.

The **End-user** agrees not to disclose the access information (user name and password of the user account) to any third party. The **End-user** must notify the **Licensor** immediately upon becoming aware of any breach of security or unauthorized use of its account or any alteration or interference with the Software.

The **End-user** may not use as a username the name of another person or entity or that is not lawfully available for use by him, or a name or trademark that is subject to any rights of another person or entity other than the **End-user** without appropriate authorization, or a name that is otherwise offensive, vulgar or obscene.

The **End-user** understands and agrees that he is solely responsible for all activity or omission that occurs under its account, whether done so by the **End-user** or any third person using the account.

The **End-user** shall refrain from making illegal copies of the Software, disconnecting its protection systems and in general from any conduct which constitutes an infringement of this agreement or the copyrights of the **Licensor**. The **End-user** also understands that it shall not be entitled to transfer the Software user rights or form any other right to the Software. The **End-user** shall not have the right to enhance the Software or change its source code in any way. If the **End-user** finds that enhancement or modification is needed for the Software to perform more efficiently, the **End-user** is welcome to let the **Licensor** know about its observations and requirements by phone or in writing at the contact details provided on the **Licensor's** website. The **End-user** shall not have the right to transfer the Software access to use the Software and its user rights to third parties without obtaining the approval of the **Licensor**. In the event of any breach of obligations herein, the **End-user** shall pay compensation to the **Licensor**. The **End-user** shall pay a flat-rate compensation according to the list price of the current version of the Software if the extent of damage done cannot be determined.

The **End-user** is entitled to terminate the agreement at any time without giving reasons. In such a case, the **End-user** must stop using the services and the Software.

## **RESTRICTIONS**

The Software is protected by copyright law and international treaty provisions. Unauthorized copying of the Software is expressly forbidden. The **End-user** may not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software. The **End-user** may use the third party components only in connection with the Software.

The **End-user** is not allowed to remove any markings or notices of property rights.

The **End-user** is not allowed to make the Software available for use in a third party's business operation.

The **End-user** may be held legally liable for any copyright infringement caused by its failure to abide by the terms of this agreement.

## **OBLIGATIONS AND RESPONSIBILITIES OF THE LICENSOR**

The uninterrupted access to the user account and use of the Software shall be ensured by the **Licensor**. The **Licensor** may refuse to ensure the access and use if the **End-user** violates the provisions of this agreement or in the case of a commercial Software access, the **Licensee** fails to meet its payment liabilities.

The **Licensor** shall guarantee the performance of the Software to the extent of the functionality stated in the software documentation that can be found on the **Licensor's** website at the Service Center / Online Manual page. The **Licensor** shall make sure to eliminate as soon as possible any software bugs detected during the term of the agreement and shall return the debugged Software to the **End-user** after making the necessary changes. However, this obligation of the **Licensor** shall not apply to modifications and changes which include the enhancement of the Software and the development of a new software version.

The **Licensor** shall have the right to terminate this agreement with immediate effect if the **End-user** is in breach of its obligations under this agreement or takes any action which constitutes an infringement of the copyrights or interests of the **Licensor**. Such conduct is typically when the **End-user** uses the acquired rights obviously in a way that is unsuitable for the purpose of the agreement or in a manner other than consistent with the intended purpose use. Termination shall render this agreement null and void.

## **WARRANTY DISCLAIMER**

To the extent permitted by applicable law, the Software is delivered "AS IS" and without express or implied warranty of any kind by either therefore corporation or anyone else who has been involved in the creation, production or delivery of the Software, including but not limited to any implied warranty of merchantability, non-infringement or fitness for a particular purpose.

## **LIMITATIONS OF LIABILITY**

The **Licensor** draws the **End-user's** attention to the fact that it shall under no circumstances have any and hereby excludes its liability in advance for keeping the **End-user** free and harmless against, or for the obligation to compensate the **End-user** for any damage, claim (whether based upon principles of contract, warranty, negligence or other tort, breach of any statutory duty, principles of indemnity, the failure of any limited remedy to achieve its essential purpose, or otherwise) loss of profits, data, data use or for any direct, indirect, punitive, special, consequential, incidental, or exemplary damages, (including but not limited to lost profits, or for any damages or sums paid by the **End-user** to third parties) resulting from the use or malfunction of the Software. The warranty undertaken shall only and exclusively cover the Software functionality as stated in the documentation which can be found on the **Licensor's** website at the Service Center / Online Manual page and the elimination of any software glitches within a reasonable time. The **End-user** shall use the Software on its own responsibility and any liability for the technical solutions, quantitative and technical accuracy and contents of documents prepared with the Software shall lie exclusively with the **End-user**. The use of the Software shall not replace tests and inspections performed to technical standards and practices as well as the engineering/technical skills generally expected during design.

The **Licensor** shall not be liable for any delay, non-performance or non-compliance or any other breach of the agreement, which is the result of any unforeseeable events due to external cause beyond its control. Including but not limited to, the following events shall be considered as force majeure events: natural disasters (floods, earthquakes and other kind of natural disasters), fires, wars, civil wars, riots, violent- and terrorist acts, strikes, nuclear disasters, blockades, barricades, epidemics, quarantines, embargo, export- and/or import restrictions, regulatory actions, roadblocks, traffic restrictions, failure or malfunction of energy supply, public utility, IT, communication system, (hacker, virus or other) attacks affecting IT systems and networks, significant restriction or unavailability of raw materials, components or products.

If the **Licensor's** performance is hindered by force majeure shall notify the **End-user** without any delay of the nature and expected duration of the force majeure.

If the duration of the force majeure event exceeds 90 (ninety) days, then any of the **Parties** shall have the right to terminate the agreement, after which **Parties** shall settle their accounts without any delay.

## **CONFIDENTIALITY**

Each **Party** shall treat any information received or obtained from the other **Party** under the present agreement confidentially and in compliance with the regulations related to the protection of trade secret, personal data and other information as well as the protection of Intellectual Property, provided that it is confidential or recognizably confidential. Confidential information, documents can be used and retained by the **Parties** only in the manner, for the time and to the extent required for the performance of the agreement; it cannot be published, disclosed to a third party without the consent of the other **Party** unless this agreement provides otherwise. Subcontractor or any other contributor involved in the performance by the **Licensor** shall not be considered to be a third party.

The confidentiality obligation of the **Parties** shall remain in force for 10 (ten) years from the date of transmission or receipt of the confidential information, unless the law stipulates a longer or unlimited period of time. With respect to intellectual property and proprietary knowledge, confidentiality shall be required for at least the statutory term of protection if it exceeds the end of the above specified 10 (ten) years period.

The restriction as provided in the preceding Article above does not apply to information which:

- (a) at the time of disclosure is in the public domain as evidenced by publication or otherwise;
- (b) after disclosure becomes part of the public domain by publication or otherwise through no violation of this agreement;
- (c) was already in possession of the **Party** receiving this information at the time of disclosure without restriction on disclosure and was not acquired, directly or indirectly from prohibited disclosure hereunder;
- (d) is independently developed by one **Party** without the utilization of such confidential information of the other **Party**;
- (e) was received from an independent third party entitled to disclose it and not being obliged to keep such information and data secret and confidential against one of the **Parties**;
- (f) is required to be disclosed in order to comply with the requirements of any law, rule or regulation of any governmental or regulatory body having jurisdiction over agreement.

## **DATA PROTECTION AND PRIVACY**

It is the responsibility of the **End-user** to prevent loss of data held by the **End-user**, perform backups, prevent unauthorized access and intrusions, use appropriate firewalls, anti-virus procedures and tools as well as to ensure compliance with the requirements and to take the required data protection and security measures that comply with the mandatory regulations such as Regulation (EU) 2016/679 of the European Parliament and of the Council ("GDPR ") and the Hungarian Act CXII of 2011 ("Information Act") (if applicable) and to take data protection and security measures. With respect to the **End-user's** systems and data, **Licensor** shall have no such obligation or liability.

The **Licensor** shall not be liable for the **End-user's** operations related to personal data.

The **End-user** shall ensure, that the **Licensor** does not have access to or take possession of or be able to get aware of personal data managed or processed by him unless and to the extent agreed and approved otherwise. The **End-user** shall erase all personal data from the devices, which may have been made available, handed over to the **Licensor** or returned by him during the performance of the services. If it is not possible, the **Licensor** shall be notified of this fact in writing.

In the event that the fulfilment of the **Licensor's** obligations necessarily entails the processing by the **Licensor** of personal data managed or processed by the **End-user** or for any other reason processing the data received from the **End-user**, the **End-user** shall provide the prerequisites required for the compliance with the GDPR and Information Act and **Parties** shall act in accordance with its provisions and with this agreement.

The **Licensor** may collect usage-related data while using the Software for future enhancements and personalization of services.

In the case of a trial or educational Subscription plan, the **Licensor** is allowed to check the cloud saved models for track and monitor the use of the Software. The data thus obtained shall be treated confidentially in accordance with the Privacy Policies. If the **Licensor** wants to use the models for reference or any other purpose, it must always consult the **End-user** in advance and ask for a written permission.

The **End-user** hereby expressly acknowledges, accepts and agrees that in certain type of Subscription plans (trial versions), the models created by the **End-users** may only be cloud saved to which the **Licensor** shall have access and the **End-user** hereby agrees with and approves to the **Licensor** sending customized and personalized offers to the **End-user** on the basis of the above modules within the trial version.

Any other terms and conditions of data management, processing, and privacy under this agreement shall be governed by the Privacy Policy of the **Licensor** effective from time to time. The Privacy Policy is available at <https://consteelsoftware.com/privacy-policy> and shall be deemed an integral part of this agreement by reference.

## **MISCELLANEOUS**

The agreement and the Sale Order Agreement comprise the entire agreement between the **Parties** regarding the subject matter of the agreement and supersedes all legal statements and agreements concerning the subject matter of the agreement prior to the present agreement.

**Parties** exclude the application of the provision stipulated in paragraph (5) of Section 6:63. § of the Hungarian Civil Code. Accordingly, the customary practices of the Parties agreed on in their previous business relations and any practices developed between them, as well as any practices commonly known and regularly used by the subjects of a similar contracts in the **Licensor's** business, shall not be subject to this agreement.

Any matters and issues not regulated herein shall be governed by and this agreement shall be interpreted in accordance with the laws of Hungary in force from time to time - with special regard to the Civil Code and the provisions of Hungarian Act on Copyright.

The Parties agree that any legal disputes arising in connection with the present agreement which cannot be settled amicably shall be submitted to the exclusive jurisdiction of the Local Court of Székesfehérvár or the Regional Court of Székesfehérvár, subject to scope of competence.

## **ANNEXES**

Annex 1 – Subscription plans and software access types

Annex 2 – Consteel Community Membership levels

The Annexes form an integral part of this agreement.