

GENERAL CONDITIONS OF USE OF THE WISEBIM AI FOR AUTODESK® REVIT® SOLUTION

1. DEFINITION

- « **Personal Data** » means any information defined as such by the General Data Protection Regulation n° 2016/679 of April 27, 2016 (the "GDPR").
- « **Supplier** » means the company WISEBIM SAS which makes the Solution available to the Users through the Autodesk® App Store.
- « **Offer** » means one of the subscription offers provided by the Supplier to access the Solution.
- « **Services** » refers to all the functions and services provided by the Supplier under the Agreement, in particular the provision of the Solution, the provision of maintenance and support services, as well as other specific services associated with the Subscribed Offer.
- « **Solution** » refers to the add-in solution in Autodesk® Revit®, developed and made by the Supplier, intended for building professionals, making it possible to produce elements directly in Autodesk® Revit® from digitized 2D plans. The name of the add-in solution is "WiseBIM AI for Autodesk® Revit®".
- « **User(s)** » refers to any individual or entity subscribing for professional purposes and according to the purposes and conditions provided for herein, to an Offer.

2. OBJECT

The purpose of these General Conditions of Use of the Solution is to define the rights and obligations of Users in the context of their use of the Solution.

These General Conditions of Use are deemed to have been accepted by Users upon their first use of the Solution. These General Conditions of Use may be modified at any time in order to be adapted to the technological, commercial and legal environment. Users will be informed of any substantial modification to their subscription e-mail. The General Conditions of Use as amended must be accepted in order to continue to use the Solution.

3. TERMS OF ACCESS

As part of the User access to the Solution, the following information is required:

- User's ID for Autodesk® Revit®
- User's e-mail address

4. FREE 30-DAY TRIAL

To prevent any abuse, during the free trial period, the Supplier reserves the right to restrict access to the Solution beyond the automatic generation of 15 models.

5. LAWFUL CONTENT

As part of the use of the Solution, the User undertakes not to distribute or send any content:

- contravening the laws in force;
- harmful, illegal, dangerous, abusive, slanderous, pornographic, defamatory, invasive of privacy or likely to harm children;
- who harass, degrade, intimidate or have a hateful character towards an individual or a group because of his religion, his sex, his sexual orientation, his race, his ethnicity, his age or his handicap;
- usurping the identity of a third party;
- containing personal information belonging to another person and without their consent;
- false, deceptive, seeking to misinform or create a diversion;
- infringing the terms of a patent, registered trademark, trade secret, copyright or other property right of any other person, or content which the user does not have the right to make available from the public in accordance with a legal provision, a contractual or fiduciary relationship;
- promoting illegal services or offering the sale of products which is prohibited or regulated by current legislation, including all items whose sale is prohibited or regulated by French law;
- containing computer viruses or any other computer code, files and programs intended to destroy or reduce the proper functioning of any computer equipment (software or hardware) or telecommunications;
- which interrupt normal connections by sending an excessive number of messages to the service (flooding attack) or which generally interrupt normal access to the service;
- who use false email addresses or false headers or generally manipulate identifiers in order to conceal the origin of the content transmitted via the service.

6. SYNCHRONIZATION

The User is reminded of the importance of synchronizing / updating the Solution each time the Services are accessed in order to have the latest information and up-to-date data.

The Supplier excludes all liability in the event of access to erroneous or obsolete information due to a lack of synchronization or updating of the Solution.

7. SPAM PROHIBITION

As part of the communication features of the Services and the Solution, the User is reminded that it is forbidden to send unsolicited advertising messages. The use of the Supplier's communication terminals by "chain letters", "junk mail", "spam" is strictly prohibited.

8. INTELLECTUAL PROPERTY

All rights, titles and interests relating to the Solution including any element relating to the visuals, appearance and functional elements of the Solution, any source code, computer code (including HTML), application, audio, music, video and other media, drawing, animation, interface, documentation, graphic elements and logo relating to the Solution, are the exclusive property of the Supplier. The "WISEBIM" brand constitute the property of the Supplier.

Autodesk® and Revit® brands constitute the property of Autodesk®

The User must respect the intellectual property rights of the Supplier. He must in particular take care not to reproduce and distribute all or part of the elements making up the Solution.

Any disassembly, decompilation, extraction, copy of any of the elements constituting the Solution, in whole or in part, without the Supplier's authorization is strictly prohibited.

Anyone who does not respect this prohibition would incur criminal and civil liability and could be prosecuted in particular on the basis of counterfeiting.

Any total or partial representation of the site by any means whatsoever without express authorization is prohibited and constitutes an infringement punishable by articles L335-2 and following of the French Intellectual Property Code, i.e. five years' imprisonment and a fine of 500,000 euros.

Criminal penalties for copyright infringement are three years' imprisonment and a fine of 300,000 euros. When the crimes were committed by an organized gang, the penalties are increased to five years in prison and a fine of 500,000 euros.

The User is informed and accepts that by displaying, downloading, entering, providing, submitting content and information, whatever its medium, as part of the use of the Services and the Solution, the Supplier benefits from the non-exclusive and royalty-free permission to use, copy, distribute, transmit, display, modify, delete, publish and translate such content to the extent reasonably necessary to enable Supplier to provide and operate the Services and the Solution and to do evolve its technologies by developing new services and options relating to the Solution.

9. PERSONAL DATA PROCESSING

When using the Solution and the Services by the User and for the purposes of making the Solution available and providing the Services, Personal Data concerning Users are:

- ID and email address of the User to Autodesk® Revit® software;
- information relating to his visits and use of the Solution (in particular connection and traffic data);

These Personal Data are processed in the legitimate interest of the Supplier consisting in the administration, management of the Solution and the proper provision of the Services.

These data will be stored for a maximum period of 5 years.

This Personal Data may in certain cases be communicated to service providers and subcontractors, in particular the Supplier's IT (storage / hosting, CRM, emailing, etc.). The Supplier may also be required to communicate this Personal Data to public and / or judicial authorities, at their request, for the purposes of prevention, research, discovery and prosecution of criminal offenses.

Under the conditions of the regulations, Users can assert, at any time, their right to access, rectify and erase their Personal Data, their right to limit and oppose processing and their right to the portability of their Personal Data and to communicate the fate of their Personal Data in the event of death. These rights can be exercised by writing to contact@wisebim.fr.

The User can also submit a complaint to the National Commission for Computing and Liberties (CNIL) on the following page: <https://www.cnil.fr/fr/plaintes>, in the event that he considers that a Processing of Personal Data does not comply with applicable regulations.