USER NOTICE FOR THE EANDOX SOFTWARE

By accessing or using the products and services of the BIMobject's EandoX Software, you acknowledge and agree to be bound by our Privacy Policy and Acceptable Use Policy. You are responsible for (and must have sufficient authority to take) all actions that are performed on or through your user account for accessing or using the EandoX Software, including any procurement or use of third-party products or services (and associated disclosure of data).

If you have been added or invited to the EandoX Software, the party that administers your access to the EandoX Software (the "**Contracting Party**") (and not you) controls your use of that EandoX Software, including but not limited to adding or removing you from the EandoX Software, enabling or disabling features and integrations, setting permissions, etc. Any content that you submit or upload to the EandoX Software may be retained, accessed, used, modified, shared or removed by the Contracting Party and their appointees.

You acknowledge that the Contracting Party is also responsible for your access and use of the EandoX Software under our General Terms and Conditions for the EandoX Software and you should therefore adhere to any instructions given by, or on behalf of, the Contracting Party. You further acknowledge that your user account for the EandoX Software can become managed by the entity that owns or controls the email address domain with which your account was created or registered.

Terms used but not defined in this User Notice and Acceptable Use Policy shall have the same meaning as defined in the General Terms and Conditions of the EandoX Software.

ACCEPTABLE USE POLICY FOR THE EANDOX SOFTWARE

BIMobject is working hard to keep our products and services of the EandoX Software to operate smoothly and without distraction. It is therefore important that you only access and use our EandoX Software as intended and do not misuse or abuse the EandoX Software and its associated products, services, features and content.

The purpose of this Acceptable Use Policy is to help you understand what we mean by misuse and abuse. This Acceptable Use Policy is drafted on a descriptive basis but is not meant to be exhaustive in nature, which means that we reserve the right to take actions on use or activities that we deem to be inconsistent with the spirit of this Acceptable Use Policy even if not forbidden by the letter.

Consequently, if we discover any misuse or abuse that violates, or is inconsistent with its spirit of, this Acceptable Use Policy we reserve the right, without any notice or liability and at our sole discretion, to (i) remove content and/or (ii) permanently or temporarily terminate or suspend a user's account or access to the EandoX Software. We also reserve the right to enforce other remedies that are available to us.

Section 4.9 of the General Terms and Conditions for the EandoX Software sets out the restrictions for your access and use of the EandoX Software, which outlines activities you are not allowed to do and includes, for example:

- access (or attempt to access) the EandoX Software by any means other than through the interface of the EandoX Software or function provided in the interface of Third-Party Applications;

- if you represent a Customer, access (or attempt to access) any Supplier Data or any other third party LCI Data (other than available Generic Data as permitted in the General Terms and Conditions for the EandoX Software);

- if you represent a Supplier, access (or attempt to access) any Customer Data or any other third party LCI Data (other than available Generic Data as permitted as permitted in the General Terms and Conditions for the EandoX Software);

- reuse, sell, transfer or otherwise exploit any Generic Data (except as expressly permitted in the General Terms and Conditions for the EandoX Software as part of LCIA results or EPDs for a Customer Product or Supplier Product, as applicable);

- use any data or content available to you through the EandoX Software to train or otherwise improve or enhance any artificial intelligence, machine learning, large language models or other similar networks, algorithms, or systems;

- violate the privacy of others, including, to use the EandoX Software to unlawfully or inappropriately collect or store Personal Information data about any person, including other users;

- use the EandoX Software to send unsolicited communications, promotions or advertisements (other than as expressly permitted within the Customer Contract of the Contracting Party), or spam;

- use the EandoX Software to send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";

- use the EandoX Software to create, transmit, submit, upload, display or otherwise take any action or make available anything that: (i) is illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights (including publicity rights); (ii) contains Software viruses, harmful materials or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer Software or hardware or any other communications equipment, including but not limited to the EandoX Software; or (iii) or otherwise is damaging or injurious to anyone or objectionable;

- rent, lease, distribute, sell, sublicense, transfer or provide access to the EandoX Software to a third party or use the EandoX Software for the benefit of any third party (other than as expressly permitted within the Customer Contract of the Contracting Party);

- incorporate any products, services or features of the EandoX Software into a product or service you provide to a third party;

- reverse engineer, disassemble, decompile, translate or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any products, services or features of the EandoX Software, except to the extent expressly permitted by applicable law (and then only upon advance notice to us);

- remove or obscure any proprietary or other notices contained in any products, services or features of the EandoX Software;

- use the EandoX Software, including any data or other content, for competitive analysis or to build competitive products or services;

- altering, defacing, or otherwise causing any unauthorized or unapproved modification of any third party system, website, data or network;

- publicly disseminate information regarding the performance of the EandoX Software; or

- allow, encourage or assist any other user or third party to do any of the foregoing.

You are independently responsible for adhering to all local, state, federal, and international laws and regulations relating to your access and use of the EandoX Software and data derived from the EandoX Software.

BIMobject reserves the right to audit, test, and investigate your use of and access to the EandoX Software to measure compliance with the foregoing.