

OpenAsset Partnership Terms & Conditions

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING ACCESSING OR CONSUMING THE SOFTWARE OR SERVICES FROM AXOMIC, LTD.

BY CLICKING YOUR ASSENT OR USING, ACCESSING OR CONSUMING OPENASSET SOFTWARE, DEMO PLATFORM OR SERVICES, YOU SIGNIFY YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT AND ACKNOWLEDGE YOU HAVE READ AND UNDERSTAND THE TERMS. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT USE, ACCESS OR CONSUME THE OPENASSET SOFTWARE OR SERVICES.

These Partner Terms and Conditions, along with a duly executed OPENASSET SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS and/or subsequent NDA(s), authorises you to take part in our Partner Program. By agreeing to these terms, you also agree to and accept the following: our OPENASSET SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS (<https://openasset.com/terms-ltd/>) and our Axomic, Ltd (OpenAsset) Partner NDA. If there's a conflict between the OPENASSET SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS and this Partner Agreement, the Partnership Agreement shall control.

These OpenAsset Partner Program Terms and Conditions ("Terms") are entered into between Axomic, Ltd. and/or its subsidiaries or corporate Affiliates ("Axomic", "OpenAsset", "we", "us", or "our") and you, the company or the legal entity you represent ("Company", "Partner", "you", or "your"). These Terms apply to your and/or your Company's participation in the OpenAsset Partner Program and interactions with our Partner Portal. By applying for membership in our Partner Program, or to any Program, or by engaging with us on any Offer, you represent that you have the legal authority to enter into this Agreement and the relevant Additional Terms on your Company's behalf. Please note that Axomic reserves the right to change the Axomic entity participating in this Agreement or a given Program or Offer, by notice to you as described in this Agreement.

Purpose

Axomic designs programs for its partners ("Programs") to promote the OpenAsset Platform, enhance the satisfaction of OpenAsset End Users and to augment the expertise and resources of partners. Partner's participation in a Program(s) is governed by (a) Partner Acceptance Document including these Partner Terms and Conditions; (b) the applicable Program Appendix(ices) which have been agreed to by the Parties; and (c) any transaction documents (subject to this Agreement) for Axomic Products and/or Services (each, an "Order Form").

"Axomic" means Axomic, Ltd, a company registered in England and Wales with registered Company Number 4582960, whose registered office is at 2nd Floor, 4 Tabernacle Street, London, EC2A 4LU; herein referred to as "Axomic". "OpenAsset" means "Platform" designed, developed, maintained and owned by Axomic, Ltd.

Axomic "Products" and "Services" mean the specific OpenAsset branded offerings set forth in a Program Appendix. The "Platform" means the OpenAsset branded software contained in the Axomic Products, including any updates in any form (e.g. binary, source or recompiled), that are delivered by or obtained from Axomic, directly or indirectly.

"Updates" mean software fixes, upgrades, enhancements, additions, corrections and modifications, if and when available. Axomic and Partner are collectively referred to as the "Parties" and may be referred to individually as a "Party". "End User" is defined in the Program Appendices.

1. Overview

The OpenAsset Program consists of various "Iterations" (meaning, structured business relationships with defined Requirements and terms), and "Offers" (Incentives / OpenAsset Demo Platform) as further defined in Additional Terms agreed to between you and Axomic.

Additional Terms are documents referencing these Terms, including Axomic-published Program Overviews and agreements. The Additional Terms for a Program or Offer may provide different and additional definitions, requirements and/or benefits (as defined below) that apply to that Program or Offer. Additional Terms may be presented to and accepted by you through various means such as: by online acceptance; by the electronic or manual execution of a mutual written agreement between us; or by your taking of a requested action to indicate acceptance. Using an Axomic provided OpenAsset Demo Platform would be an example of this.

Components of the Partnership Agreement. These Terms, together with any such Additional Terms which you and we may agree to, comprise the "Agreement" or "Partnership Agreement" relating to a specific Program or Offer. Capitalised terms used in these Terms, if not defined when first used, are defined in the Additional Definitions section of this Agreement, and will be interpreted and applied singularly or as a plural, as the context indicates. For purposes of a given Program or Offer, the Additional Terms will govern, if there is a conflict between these Terms and the Additional Terms.

2. Benefits and Requirements

Subject to a substantiated business justification, duly supported by relevant evidence and analysis, indicating that the proposed undertaking aligns with the strategic objectives of the participating parties, membership in the OpenAsset Partner Program may provide eligible partner organisations access to the following "Benefits", in consideration of satisfying "Requirements" (meaning, eligibility conditions), all as more particularly described in the relevant Additional Terms:

- the opportunity to participate in Programs and Offers;
- access to certain OpenAsset Materials, as well as in certain circumstances,
- access to an OpenAsset Demo Instance to enhance you or your organisation's knowledge, technical capability, and collaboration opportunities, and to perform;
 - training sessions,
 - workshop sessions,
 - trade show demonstrations,
 - conferences,
 - promotional initiatives,
 - upskilling and individual feature learning.
- Use commercially reasonable efforts for joint marketing and promotions
- Access to an OpenAsset' Internal Use' Instance for your organisation's use

Membership in the OpenAsset Partner Program may be an eligibility requirement to participate in other activities and relationships with Axomic, or delivery of OpenAsset training, trade show demonstrations and/or other services, but membership does not by itself authorise you to resell OpenAsset Solutions.

3. Partner Portal, Profile;

Axomic publishes a form to "Become a Partner" <https://pages.openasset.com/become-a-partner> to administer signups and interest in the OpenAsset Partner Program.

Axomic may use our Partner Portal (<https://www.partnerportal.io/>) to administer the OpenAsset Partner Program, for communications regarding the Programs, Offers, and to manage your participation in any of them.

As part of your membership, we may give you access credentials to establish a Company account on our Partner Portal with the ability to designate Registered Users. Your "Registered Users" are personnel of your Company or permitted Affiliates with whom you provide or assign access credentials to your Partner Portal account and resources. Except to the extent we are at fault, you are responsible for all activity under your Partner Portal account, and will notify Axomic immediately if the security of your Partner Portal access credentials are compromised, or if a Registered User ceases to be an employee or otherwise authorised by you as a Registered User.

If our Partner Portal allows you to post, submit, or publish a "Profile" then by submitting a Profile, you grant us the right to use, reproduce, display, distribute and otherwise disclose your Profile to third parties for purposes relating to the Program; any information you provide in your Profile will be truthful and accurate; we may suspend display of, or remove your Profile, if we reasonably deem it necessary; and, we may disclose your Profile information to law enforcement pursuant to lawful process.

You give us permission to communicate with you and your Registered Users to give you information about and to administer the Program and to send you other information we think may be of interest to you including (for example) sending promotional information about the OpenAsset Platform, and information about events and training opportunities; to give you OpenAsset Materials intended to help you deliver services and value concerning OpenAsset; invite you to participate in surveys and research.

4. Affiliates

The Additional Terms for certain Programs and/or Offers may expressly allow your Affiliate(s) engagement in OpenAsset Partner Program activities under your membership. If you involve or permit your Affiliate(s)' participation including (as an example only) their accessing your Company's account on the Partner Portal, providing or exchanging information with Axomic, performing activities on your behalf to satisfy Requirements, requesting and receiving Benefits under a Program or Offer, and the like, then you will be deemed to be responsible for such Affiliate(s)' compliance and activities as if they were you.

5. Prohibited Uses

If provisioned an instance, you agree not to access or use (and shall not permit others to access or use) the OpenAsset Demo Platform or Axomic, Intellectual Property for the following but not limited to; (described in section 6);

1. To process, use, transmit or introduce any confidential or sensitive information of any kind, including personally identifiable information, sensitive personal data, health information of any kind, or factual data regarding your employees or third data, and particularly excluding: (1) information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or subject to the Health Information Technology for Economic and Clinical Health (HITECH) Act; or (2) non-public sensitive or personally identifiable information including but not limited to drivers licence numbers, passport numbers, social security numbers, tax identification numbers, voter registration numbers or similar identifying numbers, health information, or financial information including bank, checking, credit card, debit card, or other account numbers.
2. To licence, sub-licence, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make them available for access by third parties.
3. To service third parties outside of your company for digital asset management purposes
4. To disassemble, reverse engineer, decompile or modify them or otherwise create derivative works of them.
5. To access them for the purpose of developing a product or service that competes with Axomic products. Including, but not limited to, i) any other digital asset management platform, ii) any file-sharing or storage platforms or iii) any business that could receive financial or competitive advantages, except as expressly permitted in this agreement or with the prior written consent of Axomic.
6. To access them for the purpose of sharing competitive intelligence with products or services that compete directly or indirectly with Axomic products. Including but not limited to any other digital asset management platform, any file-sharing or storage platforms, any firms or entities in the AEC industry, or any business that could receive financial or competitive advantages by reviewing the demo instance.
7. To use them to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act.
8. To disrupt security, integrity or operation.
9. To remove or modify a copyright or other proprietary rights notice in them.
10. To use them to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of Axomic.
11. That violates any applicable federal, state, local or international law or regulation, or advocates, promotes or assists in any unlawful act, constitutes an illegal threat or violates export control laws.
12. That temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any Axomic, or third party data, software or network.
13. That violates the rights of any person or entity that may give rise to civil or criminal liability under applicable laws or regulations applicable to you, another user, and/or Axomic, including violation of

- privacy or publicity rights, infringement of any copyright, patent, trademark, trade secret or other intellectual property right, or conflicts with this Agreement or the OpenAsset Privacy Policy.
14. To transmit or introduce offensive materials, including those involving profanity, violence, sexual conduct, pornography or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
 15. To monitor or attempt to gain unauthorised access to: (1) an account or computer not belonging to you; (2) any data, information or communications on any network or system not owned by you, without authorization; (3) any system or network user accounts or passwords of other users, without authorization; or (4) e-mail addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, password robbery, spidering and harvesting).
 16. That is false, deceptive, misleading or fraudulent, including but not limited to: (1) any attempt to impersonate any person or entity, including any other user, Axomic, or a Axomic, employee; (2) to misrepresent your identity or affiliation with any person or organisation; and (3) any attempt to give the impression that you are posting materials from any person or entity other than yourself if that is not the case, including but not limited to altering your IP source address.
 17. To monitor or copy materials on the Demo Platform for any unauthorised purpose or access the Demo Platform via any automatic device, process or means of access such as a robot or spider.
 18. That may have a detrimental effect on the Demo Platform's function, user interaction or security, including but not limited to: (1) gaining unauthorised access to, or attempting to compromise the security of, any network, system, computing facility, equipment, data or information; (2) attempting to intercept, redirect or otherwise interfere with communications intended for others; (3) disabling, damaging overburdening or impairing the Demo Platform or any server, computer or database connected to or accessed by the Demo Platform; (4) modifying, blocking or otherwise interfering with the display of the Demo Platform; (5) interfering with another user's ability to access, use and enjoy the Demo Platform; (6) accessing another user's registration information or user account without that user's express written permission; (7) transmitting or introducing any malicious or technologically harmful element to the Demo Platform such as a spyware program, virus, Trojan horse, worm or logic bomb; (8) performing, without Axomic's express prior written authorisation, scalability testing, load testing, probing, scanning, penetration or vulnerability testing of the Demo Platform, including without limitation the Community Services; and (9) engaging in any activities that results in any server being the target of a denial of service attack.

Notification of Violation

If you become aware of any violation of these Terms of Use by any person, including other users or third parties, you shall immediately notify Axomic, via e-mail to security@openasset.com.

6. Intellectual Property

These permissions may be modified or overridden by the relevant Additional Terms or other separate agreement between us:

Licence to OpenAsset Materials/Partner Materials. If under a Program or Offer we provide you OpenAsset Materials or you provide us Partner Materials (the parties' respective "Materials") then the party providing its Materials grants to the other a non-exclusive, worldwide, royalty-free, revocable licence to reproduce, publish, distribute such Materials internally, and to current or prospective Joint Customers, solely in connection with promoting the solutions of the providing party, and furthering the parties' collaboration under (and during the term of) the relevant Program or Offer.

Any use of a party's logos and/or brand names can only be used to accurately reference its solutions, the nature and status of the partnership arrangement between our organisations, in partnership lists on websites, in distributed marketing materials, and in presentations, during the term of such Program or Offer.

Any other use by Partner of Axomic Materials, or use by Axomic of Partner Materials, will require prior written approval (which would not be unreasonably withheld or delayed). This licence grant is non-sublicensable.

Proprietary rights. These Terms do not otherwise grant either party any right, title, interest, or licence in or to any of the other party's trademarks, trade names, trade dress, or logos (collectively, "Marks") included in Materials it provides, except as set forth above. When referencing the Marks of the other, each of us must (1) refrain from use that is likely to cause confusion about our relationship or ownership of products/solutions; (2) comply with each other's branding/usage guidelines relating to the Marks; (3) promptly correct any misuse upon notice from the party that is the owner of the Mark in question. Any use of a party's logos and/or brand names can only be used to accurately reference its solutions, and the nature and status of any partnership arrangement between our organisations. Such use may be in partnership lists on websites, in distributed marketing materials, and in presentations. Any goodwill generated by the use of a party's Marks will insure solely to the benefit of such party. Each of us may revoke these permissions for the other party to use its Marks at any time by giving the other 30 days prior written notice. As between the parties, each party owns and retains all right, title, or interest in and to its own respective intellectual and other proprietary rights, and neither party grants such rights to the other party except as expressly granted in the Agreement. Neither party will remove any copyright, trademark, patent, or similar notices from the other party's materials.

Open Source Materials and License. Notwithstanding anything to the contrary in this Agreement, if we provide you access to any Open Source Materials you agree such items are not Axomic Materials and are not licensed by Axomic. (By way of example, if Axomic provides you access to a 'partner account' on any SaaS-based OpenAsset Platform for demo/test/training purposes under a Program, certain components of that platform may include Open Source Materials). Open Source Materials are subject to the relevant Open Source License, for which Axomic takes no responsibility or liability. Similarly, any trademarks pertaining to Open Source Materials are not Axomic Marks and are not included in the Marks we licence to you under this Agreement. It is your responsibility to understand and comply with the terms of use separately published by the owners of such Open Source Materials trademarks.

7. Mutual Confidentiality

The parties will treat all confidential information exchanged between the parties under this Agreement in accordance with the separate nondisclosure agreement ("NDA") executed by the parties, if any. If no separate NDA is in effect, the following provisions apply to the parties' exchange of confidential information:

1. "Confidential Information" means a party's non-public information, know-how, or trade secrets that (a) the disclosing party designates as being confidential (either at the time of disclosure or in writing within 30 days of disclosure), or (b) given the nature of the disclosure or circumstances surrounding the disclosure, the receiving party should treat it as confidential, and (c) which is disclosed by a party to the receiving party, or to any of the other's Affiliates, employees, contractors, agents and advisors.
2. Neither party will disclose the other party's Confidential Information to any third party except as permitted in this Section 6. The receiving party will not be liable for disclosure of information which: (i) it already knew without an obligation to maintain the information as confidential; (ii) it received from a third party without breach of an obligation of confidentiality owed to the other party; (iii) it independently developed; or (iv) becomes publicly known through no wrongful act of the receiving party. The receiving party may disclose the other's Confidential Information to its Affiliates, and to the employees, contractor, advisor or consultants of the receiving party and its Affiliates. The receiving party remains responsible for any unauthorised use or disclosure. These disclosures may be made only on a need-to-know basis, subject to the obligations of this Section 6. The receiving party is responsible for its compliance with this Section 6. by all to whom it discloses such

Confidential Information. If either party is required by a court order or other laws to disclose the other party's Confidential Information, prior to disclosure, the disclosing party must seek the highest level of protection available and give the other party reasonable prior notice when possible to allow it to seek a protective order. Except as permitted above or required by applicable law, neither party will disclose the other party's Confidential Information for five years after receiving it. The five-year time period does not apply if applicable law requires a longer period of protection nor does this period apply to Personal Data.

3. For clarity - this Section 6 protects Confidential Information shared in the context of our business relationship. However, if we provide you access to a SaaS-based OpenAsset Demo Platform ("Platform") as a Benefit under a Program or Offer, this Section 6 does not apply to the sharing of any Platform Data, meaning data processed by or made accessible through such Platform. Axomic products have specific separate terms (<https://openasset.com/terms-ltd/>) governing their use, so the Additional Terms for access and use of the Platform will supply the relevant confidentiality provisions specific to Platform and Platform Data.

8. Data Protection and Privacy

1. Each party will comply with Data Protection Law (as defined below) applicable to it in the provision of its services. Without limiting the foregoing, each party will:
 - 1.1. establish procedures for managing and responding to any communication from a Customer seeking to exercise its rights under Data Protection Law;
 - 1.2. provide reasonable assistance to the other in responding to any requests, investigation, consultation, or claims from a Customer, regulator, or supervisory authority concerning Data Protection Law, with respect to information that the such party provided to the other;
 - 1.3. take appropriate security measures that are required by Data Protection Law, and in accordance with industry practice relating to data security;

As used in this Agreement,

- 1.4. **"Data Protection Law"** means data protection and privacy laws and regulations applicable to each party in its provision of services, including 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 processing of Personal Data and the free movement of that data ("GDPR"); AND California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA") and their rights with respect to that Personal Information.
- 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified directly or indirectly by referencing an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
2. **Privacy Policy.** You are notified of OpenAsset Privacy Policy, available at <https://www.iubenda.com/privacy-policy/69272435/legal> (or such other address as we may publish or otherwise communicate to you), and that Axomic, together with its subsidiaries and Affiliates is a global organisation headquartered in the United States AND the United Kingdom, and the Personal Data you provide us might be transferred to the United States or the United Kingdom, and shared with Affiliates of Axomic (as detailed on the Privacy Policy), with actual or potential Customers of the OpenAsset Platform, and with service providers that operate on our behalf. In the event of a conflict between this Section 7 (Privacy and Data Protection) and Section 6 (Mutual Confidentiality), the Section that offers greater protection for Personal Data will apply.
3. **Leads.** Without limiting Section 7.1. above, under this Agreement or a Program, you may provide third party information (including prospective sales/selling opportunities (each, a **"Lead"**) to Axomic which may include Personal Data such as Customer contact information. By sharing any Lead information with Axomic, you represent that you shall:

- 3.1. have the necessary consents or other legal basis for you to share the Leads with Axomic and its Affiliates, and for Axomic and its Affiliates to process and use the Leads for the purposes described in the OpenAsset Privacy Policy. As reasonably requested, you will provide evidence of such consent or legal basis.
 - 3.2. limit the amount of Personal Data shared to that is reasonably necessary in order for the parties to accomplish the agreed business purpose of the disclosure, including without limitation, joint promotion of the parties' products and services, co-selling opportunities, etc.
 - 3.3. If you provide Leads to Axomic, Axomic may use the Leads for the purpose of marketing and selling Axomic products and services in connection with your products and services.
4. The parties agree that they will not "sell" (as such term is defined under applicable law) Personal Data received from the other party, or otherwise exploit such Personal Data (except as expressly permitted by the applicable privacy policy). Each party shall be deemed an independent controller (or business or such other similar term under applicable law) with respect to Personal Data shared as a Lead under this Agreement.
5. **Events.** Axomic may collaborate with or allow you to (co)host event(s), intended to market and promote our respective products and/or partnership. In its participation in (co)hosted events Partner will comply with the then-current Axomic Marketing Guidelines, posted on the Partner Portal or otherwise indicated to Partner, including requirements concerning appropriate disclosure of privacy policies and securing consent of registrants/attendees.

9. Legal Compliance & Business Integrity Principles

1. **Compliance with Laws; Anti-Corruption; Code of Conduct.** In connection with this Agreement, each Party shall ensure that it and its Affiliates, including the officers, directors, and employees and any other person or entity acting on its and its Affiliates' behalf will: (1) comply with applicable laws, including environmental laws and Anti-Corruption Laws (defined below), and shall not directly or indirectly offer or give money or anything of value to any person that has the purpose or effect of public, commercial or other bribery, or acceptance of or acquiescence in extortion, kickbacks, anti-competitive or other corrupt behaviour, or other unlawful or improper means of obtaining or retaining business or improper advantage; and (2) at all times conduct activities relating to this Agreement in a professional manner and comply with its own Code of Conduct or Code of Business Ethics (or, if you or anyone acting for you does not have a Code of Code of Conduct that covers anti-bribery or an anti-bribery policy, you will comply with Axomic' Code of Conduct applicable to partners, which prohibits the payment of bribes to anyone, for any reason); (3) not engage in any practices that are inconsistent with global standards and legislation surrounding human rights, modern slavery, human trafficking, and child labour; and (4) keep accurate books and records sufficient to fairly and accurately demonstrate the activities and transactions occurring in relation to this Agreement. Additionally, Partner shall not engage in any deceptive, misleading, illegal or unethical marketing or other activities that may be detrimental to Axomic, its Offerings, Customers, or the public, nor intentionally submit inaccurate or falsified information to Axomic.
2. **Trade Sanctions & Export Controls.** In connection with this Agreement, each Party shall comply with the export controls and trade sanctions laws, rules, and regulations of England & Wales and the United States. As applicable, you will not permit access to or use of any Axomic Services in any country where such access or use is embargoed or prohibited, nor access to the Partner Portal by Registered Users in such a location. Each Party represents it is not owned directly or indirectly by persons whose aggregated interest in such Party is 50% or more and who are named on any governmental or quasi-governmental denied party or debarment list relevant to this Agreement.
3. **No Affiliation with Government Officials.** You represent and warrant that to the best of your knowledge, (and except as you may have separately notified Axomic Legal and received written acknowledgement), (1) no significant (>5%) ownership interest in your Company, direct or indirect, is held or controlled by or for the benefit of a Government Entity; and (2) at a minimum, no person who

is or will be involved in any activities under this Agreement, is a Government Entity or a close family member..

4. **Cooperation.** You will cooperate with reasonable requests by Axomic for additional information needed to identify the purpose and details of transactions and expenses under this Agreement and will maintain internal processes appropriate for your business and adequate to detect non-compliance with the provisions of this Section 8. You will promptly notify Axomic if you become aware of noncompliance with this Section 8 (unless prohibited by law or regulatory order). If we request, you will certify in writing as to your and your representatives' compliance with this Section 8, and if requested will reasonably cooperate with an audit by Axomic to verify compliance with this Agreement, such as facilitating our access to relevant personnel and non-privileged records and information. Axomic shall conduct any such audits at its own cost and expense, except that you will reimburse Axomic for all reasonable costs and expenses associated with an audit where we discover that you failed to comply with this Section 8.

10. Disclaimers

THE INFORMATION PRESENTED ON OR THROUGH THE PARTNER PORTAL IS MADE AVAILABLE SOLELY FOR GENERAL INFORMATION PURPOSES. WE DO NOT WARRANT THE ACCURACY, COMPLETENESS OR USEFULNESS OF THIS INFORMATION. ANY RELIANCE YOU PLACE SUCH INFORMATION IS STRICTLY AT YOUR OWN RISK.

EXCEPT AS MAY BE EXPLICITLY OTHERWISE STATED IN ADDITIONAL TERMS, WE DISCLAIM AS FOLLOWS: WE DISCLAIM ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON PARTNER PORTAL MATERIALS OR LEAD INFORMATION, BY YOU OR ANY OTHER PERSON OR ENTITY, OR BY ANYONE WHO MAY BE INFORMED OF ANY OF ITS CONTENTS. FURTHER, THE PROGRAM, OPENASSET MATERIALS, OPENASSET PLATFORMS, AND ANY BENEFITS OR OTHER MATERIALS THAT WE MAY OFFER THROUGH THE PROGRAM ARE PROVIDED "AS-IS." EXCEPT TO THE EXTENT PROHIBITED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PROGRAM, OPENASSET MATERIALS, OPENASSET SOLUTIONS, AND ANY BENEFITS OR OTHER MATERIALS THAT WE MAY OFFER THROUGH THE PROGRAM, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, ANY WARRANTIES THAT THE OPENASSET MATERIALS OR OPENASSET SOLUTIONS WILL BE ERROR FREE OR FREE OF HARMFUL COMPONENTS, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE.

11. Limitation of Liability

1. EXCEPT FOR EXCLUDED CLAIMS, AS DEFINED BELOW, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO , DAMAGES FOR LOSS OF DATA, REVENUE, GOODWILL AND/OR PROFITS) ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER YOU HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE.
2. EXCEPT FOR EXCLUDED CLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW, EACH PARTY'S AGGREGATE LIABILITY ARISING IN CONNECTION WITH THESE TERMS AND THE DNS WILL BE LIMITED TO THE GREATER OF (1)THE AMOUNT PAID BY A PARTY AND ITS AFFILIATES TO THE

OTHER PARTY AND ITS AFFILIATES UNDER THIS AGREEMENT DURING THE 12 MONTHS BEFORE THE LIABILITY AROSE, OR (2) \$5,000.

3. THE LIMITATIONS IN SECTION 10.1 AND 10.2 DO NOT APPLY TO LIABILITY ARISING OUT OF (1) SECTION 6 (MUTUAL CONFIDENTIALITY); (2) CLAIMS FOR NON-PAYMENT, FRAUD, GROSS NEGLIGENCE OR VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS; (3) PARTNER'S BREACH OF SECTION 7 (DATA PROTECTION AND PRIVACY); OR (4) AN EXPRESS INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT (COLLECTIVELY, "EXCLUDED CLAIMS").

12. Indemnification

1. **By Partner.** You will indemnify, defend and hold harmless Axomic Indemnitees against any damages, costs and expenses (including reasonable attorneys fees) arising from Third-Party Claims (defined below). If there is an adverse final judgement against Axomic Indemnitees (or settlement that we provide consent to, where our consent is required) resulting from any Third-Party Claims, you will pay it for us. We will promptly notify you in writing of any Third-Party Claim, specify the nature of the Third-Party Claim and the relief the third party seeks. We will give you reasonable assistance in defending the Third-Party Claim. At our option and cost, we may participate in the defence and settlement of any ThirdParty Claims covered by this section. If we decide to participate in the defence of a Third-Party Claim, you and we will work together in good faith to reach decisions about defending the Third-Party Claim. You must have our written consent before settling any Third-Party Claim to the extent it imposes any obligation or penalty upon Axomic Indemnitees (beyond besides settlements for money payments that you will make). We will not unreasonably withhold our consent.
2. **By Axomic.** Axomic will defend you (and pay damages, costs and expenses (including reasonable attorneys fees)) arising from a lawsuit in which a third-party claims that a Program or OpenAsset Materials or any OpenAsset Platform supplied to you under this Agreement infringes the third party's copyright, trademark or patent rights or misappropriates the third party's trade secrets. If there is an adverse final judgement (or settlement that you provide consent to, where your consent is required) from the lawsuit, we will pay it for you. The third party may not be one of your Affiliates. Our obligations to indemnify you are subject to the following conditions: (i) you must promptly notify us in writing of the claim; (ii) we will have sole control over defence or settlement of the claim; and (iii) you will provide us with reasonable assistance in the defence of the claim. Our obligations to defend and pay a patent claim will be limited to patent claims where the OpenAsset Platform alone, without combination or modification, constitutes direct or contributory infringement of the patent. We are not liable for any claim under this Section 11.b to the extent that the claim or adverse final judgement is based on: (i) your unauthorised use or alteration of any Axomic Materials or Axomic Marks; (ii) your combination of the OpenAsset Platform with any non-Axomic product, data or business process; (iii) Open Source Materials.

13. Business with Government Entities

If you accept Incentives or other Benefits under this Agreement to support business, projects, services, or other transactions or interactions involving a Government Entity, the following additional requirements apply:

1. If you will engage Subcontractors for such Customer relationship in connection with Axomic and/or this Agreement with the Government Entity, you will (i) conduct an appropriate level of due diligence to ensure such Subcontractor has not taken and will not take any actions which would subject Axomic or its Affiliates to any liability under applicable laws, (ii) procure such Subcontractor's written agreement to comply with such laws; and (iii) if requested by Axomic, provide opportunity for Axomic to conduct such due diligence on such Subcontractor as it deems necessary.

2. As between Axomic and Partner, Partner is responsible for ensuring that Partner's receipt and use of Benefits is lawful, ethical, and permissible under the applicable Anti-Corruption Laws and government procurement laws, rules, regulations, and contract requirements including those pertaining to discounts, rebates, and disclosure of Benefits.
3. If Benefits are in the form of funding (other than program referral fees), the approved funding must offset the customer's costs for the approved activity, such as your professional services fees, and you will not retain or use any of the funding as additional compensation or margin and must pass the full value of the funding to the customer as a discount or rebate for the work performed under the funded activity. You shall never use any funding (including referral fees) from Axomic in any way to benefit individual government personnel, including to provide travel, lodging, gifts, or other value.

14. Term and Termination

1. **Term; Termination.** The term of this Agreement commences when you accept this Agreement and continues until terminated. Individual Programs and Offers may have distinct durations as established in the applicable Additional Terms. Either party may terminate this Agreement (in whole or in part):
 - 1.1. by giving 30 days' prior written notice; or
 - 1.2. immediately if a party breaches or defaults in its obligations under Section 5 (Prohibited Uses), Sections 6 (Mutual Confidentiality), 7 (Data Protection and Privacy), or 8 (Legal Compliance and Business Integrity Principles), 13 (Business with Government Entities), or if there is an "**Incurable Breach**" (meaning any breach or default of this Agreement where a timely remedy is not feasible under the circumstances), or for a Party's infringement of the other Party's intellectual property Rights.
2. **Effect of Termination.** Upon termination of this Agreement
 - 2.1. your enrollment will end in the relevant Program(s) indicated in our notice of termination, and any sums you owe Axomic under a Program will become immediately due and payable; and
 - 2.2. all related licences granted by you or by us under the relevant Additional Term(s) and/or this Agreement will be terminated and each of us will immediately cease use of all related Materials; and each of us will immediately stop identifying or holding ourselves out as a partner of the other with respect to relevant terminated Program(s) (or at all, where the termination is of the whole Agreement).
 - 2.3. Except as otherwise provided in this Agreement and the Additional Terms, all provisions of this Agreement which by their nature should reasonably survive, shall survive, including Sections 1, 8-11, 14 - 17 of these Terms, will survive termination.
 - 2.4. Note that the Additional Terms for a Program may provide different or additional overriding details around the logistics of effecting termination, such as may be required for orderly wind-down in the case of solution integrations and the like.

15. Miscellaneous

1. **Communication.**
 - 1.1. Axomic may communicate with you via the email address, phone number, or physical address we have on record for you or through the Partner Portal.
 - 1.2. For day to day matters, you may correspond with OpenAsset Partner Program Operations at marketing@openasset.com or your OpenAsset Partner representative.
 - 1.3. Notices to Axomic of a legal nature must be sent to Axomic, Ltd at 2nd Floor, 4 Tabernacle Street, London, EC2A 4LU, United Kingdom; to the attention of "Axomic Legal" and emailed to security@openasset.com. If we change our address / contact information we will update you by publishing changes on the Partner Portal or otherwise communicating with you.

2. **Feedback.** Either of us may choose to give the other suggestions or other feedback on the other's products and services ("Feedback"). A party receiving the other's Feedback may use it for any purpose without obligation of any kind, except that the receiving party will not disclose the source of the Feedback without consent. The provider of the Feedback also irrevocably waives in favour of the other party, any moral rights which the provider may have in such Feedback pursuant to applicable copyright law. The recipient acknowledges that any Feedback is provided on an "as-is" basis with no warranties of any kind.
3. **No Guarantees or Misrepresentations.** Neither Party will make any guarantees or representation about the other Party's products and services that are inconsistent with that contained such Party's own materials about its product / service. Neither party will represent that it has been authorised by the other to assume or create any express or implied obligation on behalf of the other.
4. **Independence.** Any use of the term "partner" is for reference purposes only. The parties are independent contractors and do not intend to create an employer-employee relationship, partnership, joint venture, agency relationship, or fiduciary relationship. Nothing in this Agreement restricts a party from: working with and using third-party technologies, or independently developing or acquiring new products or services, improving existing products or services, or marketing any new, improved, or existing products or services. However, if we give you access to an OpenAsset Demo Platform under a Program, such as a Partner Account to use our platform for demonstration, training, testing and the like as described in the relevant Additional Terms, you are not permitted to use that access to develop or offer a product designed to substitute for an OpenAsset Solution.
5. **Costs.** Each party will bear its own costs of performance under this Agreement, unless otherwise specified.
6. **Changes.** We may modify this Agreement, the OpenAsset Materials, a Program, our Code of Conduct and Privacy Policy, and any other aspect of the Partner Portal or the Program with written notice to you. This includes updating or removing any portion of a Program or Offer, including Requirements and Benefits, and cancelling (terminating) an entire Program or Offer. We will endeavour to provide at least 30 days' advance notice of any changes before they become effective. Changes will not unilaterally impose a penalty or legal liability on participating partners, nor purport to assign ownership of a partner's intellectual property, nor adversely affect partners' ability to seek appropriate legal redress of concerns or claims. If you do not agree to any such changes, you must discontinue or terminate your participation in the Program or the applicable Program. Your continued participation in a Program or Offer following a communicated update or change confirms your acceptance of such update or change.
7. **Legal Principles.** This Agreement shall be governed by and construed in accordance with US laws, without application of conflict of law rules or principles. However, this does not prevent you or Axomic from seeking injunctive relief for a violation of intellectual property rights, confidentiality obligations or enforcement of recognition of any award or order, which may be sought in any appropriate jurisdiction. If a party commences litigation under this Agreement, the substantially prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses. A party's delay or failure to exercise any right or remedy under this Agreement will not result in a waiver of that or any other right or remedy available. No waiver will be effective unless made in writing and signed by an authorised representative of the waiving party. If any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect, and the parties will amend this Agreement to give effect to the stricken clause to the maximum extent possible. Except as otherwise expressly permitted in this Agreement, an amendment or modification of provision of this Agreement will only be effective if signed in writing by authorised representatives of both parties. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not govern this Agreement. Axomic may assign this Agreement in whole to an Affiliate pursuant to a corporate reorganisation, merger or asset sale. Partner may not assign this Agreement (whether by merger, asset sale, operation of law, or otherwise) without Axomic' prior written approval (which will not be unreasonably withheld or delayed), and any attempted assignment in violation of this Section shall have no effect.

8. **Entire Agreement.** This Agreement (including the relevant Additional Terms, and any attached or incorporated documents) forms the entire agreement between the parties regarding the Program. This Agreement replaces all prior agreements, communications and representations between the parties regarding the Program, also known as the OpenAsset Partner Program and/or Partnership Program Agreement (except for any executed Amendment between us that modifies a prior version of the Partner Terms and Conditions and which specifically identifies predecessor provisions expressly stated to endure and apply notwithstanding changes to these Terms).

16. Additional Definitions

"Affiliates" means any legal entity that owns, is owned by, or is commonly owned with a party, where "own" means having more than 50% ownership or the right to direct the management of the entity.

"Anti-Corruption Laws" as used in this Agreement means the anti-corruption laws and regulations applicable to a Party's business (collectively, the applicable laws against bribery, corruption, anti-competition, money laundering and inadequate internal controls, books and records, such as the U.S. Foreign Corrupt Practices Act and the United Kingdom Bribery Act).

"Benefits" are the various resources made available to eligible Partners under a Program or Offer upon satisfaction of Requirements.

"Axomic Indemnitees" means Axomic and our Affiliates (and our and our Affiliates' employees, officers, directors and agents).

"OpenAsset Materials" means documentation, content, logos and other branding materials, sales tools, and other resources we may provide you, excluding Axomic Confidential Information.

"OpenAsset Solution" means Axomic training, products and services concerning Axomic' industry leading project-based Digital Asset Management solution for Architecture, Engineering, Construction and Real Estate firms. The "OpenAsset Platform" is an example of a SaaS-based OpenAsset Solution.

"OpenAsset Platform" means OpenAsset Software, Application or "Instance" which is a SaaS application designed, developed, maintained and owned by Axomic.

"Government Entity" means: any government, public international organisation, department, agency, or instrumentality of any government or of any public international organisation, government-owned or government-controlled company, or political party, or an officer or employee of the foregoing, or any political party official, member of a royal family, or anyone, whether a private person or otherwise, acting in an official capacity on behalf of any of the above, or who is a close family member of any of the foregoing. (For clarity, a close family member includes spouses and household members).

"Internal Use" refers to a licence that allows the partner to use the OpenAsset platform for internal use only, limited to access by users inside your Organisation.

"Joint Customers" means an end user organisation who uses both Partner's solutions or services and Axomic Solutions.

"Open Source Materials" means, any open source, community or other free code or libraries of any type, including, without limitation, any code which (i) is made generally available on the Internet without charge or limitation or (ii) which meets the definition of 'open source' or 'free,' as defined by the Open Source Initiative or Free Software Foundation, respectively, or is licensed under any licence agreement approved by either such entity (such as, for example purposes only, the GNU GPL, Mozilla or Apache licence).

"Open Source License" means the relevant licence terms for software meeting the definition of Open Source Materials.

"Partner Account" means a partner-specific workspace on an Axomic Solution, comprised of Axomic' SaaS-based platform service, for the partner's non-production use, as further described in the Additional Terms under which such account and access is granted.

"Partner Materials" means your published content, logos and other branding materials, sales tools, and other resources concerning your Company or solutions that you may provide Axomic, but excluding your Confidential Information.

"Partner Portal" refers to the Axomic-provided website(s) and applications through which we may provide you access to tools, information, documents, and communications related to the OpenAsset Partner Program

, Programs and Offers.

“Profile” means information about your Company that we may include in internal/external website listings, including “partner locator” search functions. “Requirements” are the business, technical and other requirements to be satisfied in order for a partner organisation to be eligible for a Benefit, as stated in the Additional Terms of the relevant Program or Offer.

“Subcontractors” refers to consultants, subcontractors, agents, or intermediaries.

“Third-Party Claim” means any third party claims or allegations against Axomic that arise out of or are connected with any alleged default, act, omission or breach or alleged default or breach of this Agreement by you, your Affiliates or Subcontractors. A Third Party Claim does not include any claims by Axomic Affiliates.

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