



END-USER LICENSE AGREEMENT (EULA)

Issue Date: Thursday, May 8, 2025
Contact: support@bim-i.com

IMPORTANT NOTICE

PLEASE READ THIS END-USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, COPYING, OR USING THE SOFTWARE.

BY INSTALLING, COPYING, OR USING THE SOFTWARE, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT ACCEPT THESE TERMS, DO NOT INSTALL, COPY, OR USE THE SOFTWARE.



1. LICENSE GRANT

BiM Intelligence Services ("Licensor") hereby grants you, the end user ("Licensee"), a non-exclusive, non-transferable, subscription-based license to use the licensed software product ("Software") under the following conditions:

- Subscription-Based Use: The license is granted per project subscription and is not restricted to individual users.
- Device Installation: You may install the Software on multiple devices; however, simultaneous usage on more than one device under the same account is prohibited.
- Remote Access: Additional installations for remote work are allowed provided they are solely for your own use, support internal business needs, and are not accessed simultaneously.
- Permitted Use: The Software may only be used for personal or internal business purposes.
- Authorized Resellers: Authorized resellers may distribute the Software to end users, subject to this EULA and any reseller agreement with BiM Intelligence. Resellers must ensure that all end users accept and adhere to the EULA. Unauthorized modification or distribution of the Software is strictly prohibited.

2. RESTRICTIONS

Licensee agrees to the following usage restrictions:

- No Reverse Engineering: You may not reverse engineer, decompile, disassemble, or otherwise attempt to access the Software's source code.
- No Modifications: You may not modify, adapt, translate, or create derivative works based on the Software.
- No Redistribution: Renting, leasing, lending, selling, redistributing, or sublicensing the Software is strictly prohibited. The Software is licensed only for use by the Licensee.

3. UPDATES AND SUPPORT

- Updates: Licensees are entitled to receive updates, patches, and upgrades released during their active subscription at no additional cost.
- Support: Basic email-based technical support is provided for bug reports and technical issues. Extended support may be available under a separate agreement.

4. OWNERSHIP AND INTELLECTUAL PROPERTY

- Ownership: The Software is licensed, not sold. BiM Intelligence retains all rights, title, and interest, including all intellectual property rights.
- Third-Party Components: Any third-party components included in the Software are subject to their respective licenses. The Licensee agrees to comply with those terms.

5. TERMINATION

This Agreement may be terminated under the following circumstances:

- By Licensor: BiM Intelligence may terminate this Agreement immediately if the Licensee violates any term or fails to renew the subscription.
- By Licensee: The Licensee may terminate this Agreement by ceasing all use of the Software and providing written notice to BiM Intelligence at least 15 days prior to the subscription renewal date.
- Post-Termination: Upon termination, the Licensee must immediately stop using the Software and destroy all copies in their possession or control.

6. DISCLAIMER OF WARRANTIES

- The Software is provided "as is", without warranties of any kind, either express or implied.
- BiM Intelligence expressly disclaims any warranties of merchantability, fitness for a particular purpose, and non-infringement.
- Under no circumstances shall BiM Intelligence be liable for any indirect, incidental, or consequential damages, including but not limited to data loss or business interruption.

7. GOVERNING LAW AND JURISDICTION

- Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of Poland.
- Jurisdiction: All disputes arising from or relating to this Agreement shall be subject to the exclusive jurisdiction of



the courts of Poland.

8. COMPLIANCE AND EXPORT CONTROLS

Licensee agrees not to export, re-export, or otherwise transfer the Software to any country, individual, or entity subject to export restrictions under applicable laws or regulations.

9. MISCELLANEOUS

- Entire Agreement: This Agreement constitutes the complete and exclusive agreement between the parties concerning the Software, superseding all prior communications and agreements.
- Modifications: BiM Intelligence may update this EULA at any time. Updates will become effective immediately upon being posted on the official website or within the Software. Continued use of the Software constitutes acceptance of the updated terms.
- Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

LICENSE GRANT

BiM Intelligence services ("Licensor") grants you, the end user ("Licensee"), a non-exclusive, non-transferable, user-based license to use the licensed software ("Software") subject to the following conditions:

- The license is issued on an project subscription basis and is not restricted to individual users.
- The Licensee may install the Software on multiple devices, but simultaneous use on multiple devices by the same account is not permitted. You may install copies of the Software on additional computers, provided that (i) such additional copy of the Software is accessed solely by you; (ii) you access the additional copy solely to perform work while away from your usual work location and solely for your internal business needs; and (iii) the primary and additional copies are not accessed at the same time.
- The Software may be used for personal or internal business purposes.
- If you are an authorized reseller of the Software, you are granted the right to distribute the Software to end users in accordance with the terms of this EULA and any additional reseller agreement entered into with BiM Intelligence. As a reseller, you are responsible for ensuring that each end user agrees to and complies with the terms of this EULA. You may not modify, alter, or create derivative works of the Software, and any unauthorized distribution or modification is strictly prohibited.

RESTRICTIONS

The Licensee agrees to the following restrictions:

- No Reverse Engineering: The Licensee shall not reverse engineer, decompile, disassemble, or attempt to discover the source code of the Software.
- No Modification: The Licensee shall not modify, adapt, translate, or create derivative works based on the Software.
- No Distribution: The Licensee may not rent, lease, lend, sell, redistribute, or sublicense the Software. The Software is licensed solely for use by the Licensee.

UPDATES AND SUPPORT

The Licensee agrees to the following restrictions:

- Software Updates: The Licensee is entitled to receive Software updates, patches, and upgrades released during the subscription period at no additional cost.
- Support: Basic email support for issues related to bugs and technical problems is included with the Software. Extended support and maintenance services may be available under a separate agreement.

OWNERSHIP AND INTELLECTUAL PROPERTY

The Licensee agrees to the following restrictions:

- Ownership: The Software is licensed, not sold. BiM Intelligence retains all rights, title, and interest, including all intellectual property rights, in and to the Software.
- Third-Party Components: If applicable, any third-party components included in the Software are subject to their respective licenses, which the Licensee must comply with.

TERMINATION

The Licensee agrees to the following restrictions: The Licensee agrees to the following restrictions:



- Termination by BiM Intelligence: BiM Intelligence may terminate this Agreement immediately if the Licensee fails to comply with any terms of this Agreement or upon failure to renew the subscription.
- Termination by Licensee: The Licensee may terminate this Agreement by discontinuing use of the Software and providing written notice to BiM Intelligence at least 15 days prior to the renewal date.
- Effect of Termination: Upon termination, the Licensee must cease all use of the Software and destroy all copies in their possession or control.

DISCLAIMER OF WARRANTIES

- The Software is provided "as is" without any warranties, express or implied. BiM Intelligence disclaims all warranties, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and non-infringement.
- BiM Intelligence shall not be liable for any damages, including but not limited to data loss, business interruption, or other consequential damages arising from the use or inability to use the Software.

GOVERNING LAW AND JURISDICTION

- Governing Law: This Agreement shall be governed by and construed in accordance with the laws of Poland.
- Jurisdiction: Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Poland.

COMPLIANCE AND EXPORT CONTROLS

- Export Controls: The Licensee agrees not to export or re-export the Software to any countries or individuals that are subject to export restrictions under applicable laws.

MISCELLANEOUS

- Entire Agreement: This Agreement constitutes the entire understanding between the parties regarding the use of the Software and supersedes all prior agreements or understandings, whether written or oral.
- Amendments: BiM Intelligence reserves the right to modify or update this End-User License Agreement ("EULA") at any time. Any changes will be effective immediately upon posting the revised EULA on our website or within the Software. Your continued use of the Software following the posting of any changes constitutes your acceptance of the new terms. We recommend that you review this EULA periodically to stay informed of any updates.
- Severability: If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.