

Terms & Conditions

Updated March 26, 2024

These Terms of Use (these “Terms”) represent a legal agreement between you and Cemex Innovation Holding Ltd., a Swiss company that has a registered address at General Guissan Strasse 6300 Zug, Switzerland, and its affiliates and subsidiaries, as applicable, (“we”, “us”, “our” or “Cemex”) and govern your use of all of the following (collectively, the “Services”):

- (i) our Autodesk plug-ins and any other related applications (the “Applications”);
- (ii) the website www.bimcemex.com and any subdomain (the “Site”); and
- (ii) any information, data or other materials contained in or accessible by means of the Applications or the Site (the “Information”).

By accessing or using any of the Services, you acknowledge that you have read, understood, and agree to be bound by and comply with these Terms. If you do not agree to these Terms, you may not access or use the Services.

LICENSE

We grant you a limited, non-exclusive, non-assignable, revocable license (the “License”) to access and use the Services during the term hereof, subject to all of the terms and conditions hereof, including your satisfaction of all registration, payment and/or other requirements to the extent applicable to particular Services.

ACCURACY OF INFORMATION

All information, data, documents, pages, images and other materials are provided for informational purposes only. They are provided "as is" without warranties, promises or representations of any kind, expressed or implied, as to their nature, standard, accuracy or otherwise or to the suitability of the information to your particular circumstances.

Cemex shall not be liable for any loss or damage of whatever nature (direct, indirect, consequential, or other) whether arising in contract, tort or otherwise, which may arise as a result of your use of (or inability to use) any Service. Information provided in Applications and Site may include information derived from various third parties. Cemex does not accept any responsibility or liability for the accuracy, completeness, legality, currency, reliability or correctness of any information contained in any Application or the Site, including the information provided by third parties.

AUTHORIZED USERS

The Services are not available for use by persons who have not reached the age of majority. Whenever a Service requires an account to be accessed, a user may authorize additional users to use the account; provided, however, the multi-user account must have a documented owner responsible for communication and management of the account. The documented owner is responsible for monitoring users’ activities on the account and will ensure that all persons approved to use the account exercise the responsibilities listed below:

- (i) password requirements may not be bypassed or neutralized;
- (ii) users should not share their passwords with anyone; and
- (iii) if a user suspects its account or password has been compromised, user agrees to promptly notify us of the unauthorized access.

The documented owner is responsible for approving and authorizing users on the account, setting the level of access of the users on the account and for disabling users as necessary when such user is no longer employed by the entity represented by the documented owner or when such third party is no longer doing business with us.

USER CONDUCT

You shall provide true, accurate, current and complete information about yourself and any user you set up through the Services. You shall maintain and update this information to keep it true, accurate, correct and complete.

In using the Services, you shall not:

- (i) violate any applicable federal, state or local laws, regulations or rules (collectively, the "Laws");
- (ii) make any information available to us if doing so would violate any applicable Laws, industry or professional codes or standards, contractual or fiduciary obligations, confidentiality obligations, or employer policies or other requirements to which you are bound;
- (iii) transmit any information, data, images or other materials that are unlawful, harmful, threatening, harassing, libelous, defamatory, vulgar, obscene or otherwise objectionable or that may invade another's right of privacy or infringe any intellectual property right, including patent, trademark, service mark, trade secret, copyright or other proprietary rights of any third party;
- (iv) impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity;
- (v) violate or attempt to violate the security of any of the Services, including logging in to a server or account that you are not authorized to access; attempting to test, scan, probe or hack the vulnerability of the Applications or any network used by the Applications or to breach security, encryption or other authentication measures; or attempting to interfere with the Applications by overloading, flooding, pinging, mail bombing or crashing it, or violating the restrictions in any robot exclusion headers or bypass or circumvent other measures employed to prevent or limit access to the Application;
- (vi) reverse engineer, decompile, or disassemble any portion of the Services;
- (vii) scrape information from the Services or use or attempt to use any engine, software, tool, agent or other device or mechanism to navigate or search any portion of the Site or Applications, other than the search engine and search agents available from us on the Site or Applications and generally available to third party web browsers;
- (viii) access information related to minors or harm minors in any way;
- (ix) upload, post or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
- (x) upload, post, or otherwise transmit any material which 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 telecommunications equipment;
- (xi) interfere with or disrupt the Services, or servers or networks connected to the Applications, or disobey any requirements, procedures, policies or regulations of networks connected to the Applications or associated with the Applications;
- (xii) "stalk", otherwise harass or disparage any person or entity;
- (xiii) collect or store personal data about any person or entity without the requisite rights to do so;
- (xiv) promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals. This may include, but is not limited to, providing instructions on how to assemble bombs, grenades and other weapons, and creating "crush" sites;
- (xv) use the Services as storage for remote loading or as a door or signpost to another home page;
- (xvi) intentionally or unintentionally violate any applicable local, state, national, or international law, including, but not limited to, all applicable export control laws and regulations; or

(xvii) breach these Terms or any applicable agreement.

SUBMISSIONS

You are solely responsible for the content and data you input and any submissions in connection with your access to the Services. We reserve the right, but do not assume the obligation, to delete messages or other content that we, in our sole discretion, deem abusive, defamatory, obscene, in violation of application Laws or otherwise unacceptable.

By sending us information or other materials, you grant us a non-exclusive, unrestricted, irrevocable, perpetual, royalty-free, worldwide, assignable, transferrable, and sublicensable right and license, in all formats or media, whether now known or hereafter devised or discovered, to use, reproduce, display, transmit, translate, rent, sell, modify, disclose, publish, create derivative works from and distribute that material or information and you also agree that we are free to use any ideas, concepts, know-how or techniques that you send us for any purpose subject to the Privacy Statement.

NETWORK ACCESS AND DEVICES

You are responsible for obtaining the data network access necessary to use the Services. Your mobile network's data and messaging rates and fees may apply if you access or use the Services from your mobile device. We do not guarantee that the Services, or any portion thereof, will function on any particular hardware or devices. In addition, the Services may be subject to malfunctions and delays inherent in the use of the internet and electronic communications.

PROPRIETARY RIGHTS

You acknowledge that any Applications, Information or any other material accessible to you by virtue of your use of the Services is protected by copyrights, trademarks, service marks, patents, trade secrets, data rights, publicity or privacy rights or other intellectual property rights and laws. Unless you are expressly authorized to do so, you shall not sell, lease, modify, copy, republish, upload, download, post, broadcast, transmit, or distribute in any way content available through the Services. You shall not acquire ownership in any of the information by reason of the License. You shall abide by all additional copyright notices or restrictions contained in any content accessed through the Site or Applications.

PROVISIONS OF SERVICES

We may make any improvements or changes in the Services at any time without notice. We shall not be responsible for any failure to remove, or delay in removing, harmful, inaccurate, unlawful or otherwise objectionable content originating with or otherwise provided by third parties except to the extent provided by law. We will use reasonable commercial efforts to protect the integrity of data collected and stored with the Applications; provided, however, we shall not be liable for any loss or damage resulting from total or partial loss of your data or from any corruption of your data. Data can get lost or become corrupt as a result of a number of causes, including hardware failures, software failures or bugs, or communications failures. We will use reasonable commercial efforts to provide the Services during regular business hours, but we are not responsible for any disruption, regardless of length.

TERM; TERMINATION

The term hereof will commence with your first access to these Services and continue in effect until terminated by either party. We, in our sole discretion, may terminate or suspend your access to all or part of the Services for any or no reason and with no prior notice to you. You may terminate these Terms at any time by discontinuing use of the Services. Upon termination of these Terms for any reason, the License will likewise terminate and you shall immediately cease using the Services, including the Information. Any provision that must survive in order to give proper effect to its intent shall survive the expiration or termination of these Terms.

THIRD PARTY SERVICES AND CONTENT

The Services may be made available or accessed in connection with third party services and content that we do not control. You acknowledge that different terms of use and privacy policies may apply to your use of such third party services or content. The Applications may contain links to websites that we do not operate. We are not responsible for the content of these websites, and you should direct any concerns regarding these websites to their respective site administrators or webmasters. If applicable, any third party beneficiaries are not parties to this Agreement and are not responsible for the provision or support of the Services in any manner. Your access to the Services using these devices is subject to terms set forth in the applicable third party beneficiary's terms of service.

REPRESENTATIONS AND WARRANTIES; INDEMNITY

You represent, warrant and covenant (a) that no materials of any kind submitted through your account will (i) violate, plagiarize or infringe upon the rights of any third party, including copyright, trademark, privacy or other personal proprietary rights; or (ii) contain libelous or otherwise unlawful material; and (b) that you have reached the age of majority. You and the entity you represent hereby indemnify, defend and hold harmless Cemex and its successors and assigns, subsidiaries, affiliates and all officers, directors, owners, agents, information providers, licensors and licensees of the foregoing (collectively, the "Indemnified Parties") from and against any and all liability and costs, including reasonable attorneys' fees, incurred by the Indemnified Parties in connection with any claim arising out of any breach by you or any user of your account of these Terms or the foregoing representations, warranties and covenants. You shall cooperate as fully as reasonably required in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you.

DISCLAIMERS; LIMITATIONS

THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CEMEX MAKES NO, AND HEREBY DISCLAIM ALL, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND TO ANY PARTY, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, WITH RESPECT TO THE SERVICES, INCLUDING ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. YOUR USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. CEMEX DOES NOT WARRANT THAT ANY USE OF OR ACCESS TO THE SERVICES WILL BE ERROR-FREE, COMPLETE, SECURE OR THE CONTENT WILL NOT BE OTHERWISE LOST OR DAMAGED OR MEET YOUR REQUIREMENTS OR EXPECTATIONS; THAT OPERATION OR AVAILABILITY WILL BE UNINTERRUPTED; THAT ERRORS OR FAILURES WILL BE CORRECTED OR REMEDIED; OR THAT YOUR CONTENT AND/OR DATA WILL BE EITHER STORED OR DELETED. CEMEX DOES NOT WARRANT THAT THE SERVICES WILL PERFORM IN ANY PARTICULAR MANNER. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR (AND CEMEX ASSUMES NO RESPONSIBILITY AND WILL HAVE NO LIABILITY OF ANY KIND FOR) (1) THE DECISIONS THAT YOU MAY MAKE IN RELATION TO THE SERVICES; (2) USE OF THE SERVICES INCLUDING ANY CONTENT, DATA, INFORMATION, OR OTHER MATERIAL ACCESSED BY YOU OR YOUR END USERS IN CONNECTION WITH THE SERVICES INCLUDING IMPACT TO YOUR COMPUTER SYSTEM OR LOSS OF DATA; OR (3) ANY EFFECTS ON YOUR BUSINESS THAT MAY RESULT FROM SUCH USE. CEMEX MAKES NO WARRANTIES TO ANY THIRD PARTY. CEMEX DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE OR WILL BE APPROPRIATE OR AVAILABLE FOR USE IN ANY PARTICULAR GEOGRAPHIC AREA, JURISDICTION OR LANGUAGE. THIS SECTION WILL BE ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW. NO INFORMATION OR ADVICE (WHETHER WRITTEN, ORAL OR OTHERWISE) PROVIDED BY

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IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF DELAY IN USING, OR INABILITY TO USE THE SERVICES. IF THIS LIMITATION OF LIABILITY OR EXCLUSION OF WARRANTY SET FORTH ABOVE IS HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, OUR MAXIMUM LIABILITY FOR ANY TYPE OF DAMAGE SHALL BE LIMITED TO \$100.

PRIVACY

Your use of the Services is subject to our Privacy Statement, the provisions of which are incorporated herein by reference. By using the Services, you acknowledge and consent to our Privacy Statement, including our collection, use and disclosure of information in accordance with its terms.

CHANGES TO THE TERMS

We may modify these Terms at any time by posting changes on the Site. If the changes being made are material, we may alert you to the changes in a more prominent way. Your continued access or use of the Services after such posting confirms your consent to be bound by the Terms, as amended. The changes will only apply with respect to your use of the Services after such changes become effective. If at any time you find these Terms to be unacceptable and do not agree with them, you thereafter will have no right to use or access the Services.

MISCELLANEOUS

- (a) Relationship. No joint venture, partnership, employment or agency relationship exists between you and us as a result of these Terms and/or your use of the Services.
- (b) Authority. The person accepting these Terms on behalf of each party represents and warrants that he or she has been duly authorized by that party to accept the Agreement and thereby bind it to these Terms. The parties agree that these Terms shall be effective as of the date accepted by you.
- (c) Entire Agreement. These Terms represent the entire binding agreement between you and us with respect to the subject matter hereof and superseded any and all prior understandings, statements or representations, whether electronic, oral or written, regarding the Services. Certain products and services provided by us may have additional terms, guidelines or rules that apply.
- (d) Assignment and Waiver. We may assign these Terms at our discretion. You may not assign, sublicense or transfer these Terms or the License in whole or in part to anyone else. No waiver of any obligation or right of either party shall be effective unless in writing, executed by the party against whom it is being enforced.
- (e) Jurisdiction. These Terms shall be governed by the laws of Switzerland, without regard to conflict of laws rules, and you hereby give your consent to have any action or dispute between you and us resolved exclusively within the jurisdiction of the courts located in Switzerland.
- (f) Equitable Relief. In addition to money damages, we shall be entitled to seek equitable relief where appropriate if you breach any of these Terms without the necessity of posting bond or proving damages.
- (g) Severability. These Terms are severable and may be construed to the extent of their enforceability in light of the parties' mutual intent.

(h) Legal Expenses. The prevailing party in any legal action brought by one party against the other that arises out of these Terms shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for its legal expenses, including court costs and reasonable attorneys' fees.

(i) Construction. The titles and subtitled used in these Terms are used for convenience only and are not to be considered in construing it. In these Terms the words "including" and "include" mean "including, but not limited to".

(j) Notices. Notices required or permitted hereunder that are intended for you and not all users of the Services will be sent to you at the most recent email address on file with us. Notices to us shall be sent by email to bimlab@cemex.com