

Terms of use

1. License Agreement

This Armacell End User Licensing Agreement (hereinafter, this "**EULA**" or "**Agreement**") is a contract between you (the "**Licensee**") and Armacell GmbH, Robert-Bosch-Str. 10, 48153 Münster ("**Armacell**"), on Armacell's software plug-in product ("**Plug-In**") you downloaded from the Autodesk App Store, consisting of (i) all software files, executable files, demos, intermediate files, media, printed materials, and online or electronic documentation (the "**Software**"), as well as (ii) information about such Armacell products contained in and generated through the use of the Plug-In ("**Product Information**"). The Plug-In is designed to allow you to apply selected Armacell products to the building projects you are planning with the assistance of, and it exclusively functions as a plug-in to and in connection with, the Autodesk software provided and licensed to you by Autodesk, Inc. ("**Autodesk Software**"). This EULA does not represent any agreement or license regarding the Autodesk Software. It will replace and apply in lieu of the standard Autodesk App Store end user licensing agreement.

2. Acceptance of Terms of Use

Before you can continue to install the Software, you must agree to be bound by the terms of the EULA. By selecting the "I accept" button you agree to be bound, either personally or on behalf of your company or other legal entity for which you are acquiring the product, by the terms of this EULA including the definition of the (limited) scope of services available through the Plug-In, limitations on liability and termination provisions. If you do not agree to the terms of this EULA, click the "CANCEL" button to cancel and terminate the installation process.

3. No Direct Product Orders through Plug-In / Scope of Agreement

3.1 The Plug-In does not display price information or offer the opportunity to order Armacell products directly. For the purpose of getting further information (such as prices, delivery conditions, etc.) and placing orders, the Licensee has to contact the respective Armacell entity or its distributors.

3.2 This Agreement only governs the legal relationship between Armacell and the Licensee in regard to the licensing and use of the Plug-In and has no effect on legal relations between the parties resulting from other contracts, such as sales contracts for Armacell products.

4. Scope of License

4.1 The title and ownership or any exclusive rights of use in the Plug-In belong exclusively to Armacell. Armacell grants to Licensee, during the term of this Agreement, the non-exclusive, non-transferable license to use the Plug-In, including any updates, within the scope defined as follows.

4.2 The Licensee has no right to publish, modify, translate or incorporate into other products, the Software, either in whole or in part, other than as expressly permitted under this EULA.

4.3 Licensee may make copies of the Software to the extent that this is required for the installation, use, loading, running, transfer or storage of the Software, provided the copy remains in its original state and is not used for any purpose other than described in this EULA. This includes making a back-up-copy for the purpose of securing future use of the Software.

4.4 The Licensee may only decompile the Software to the extent this is allowed under the regulations of Sec. 69d, 69e of the German Copyright Act (UrhG).

4.5 Licensee may not rent, lease, sub-license, sell or assign the Plug-In, on a temporary or permanent basis, without the express prior written consent of Armacell.

4.6 Information contained in the Product Information (such as product descriptions, technical directions and operating, mounting and assembly instructions) or information generated with the Plug-In (such as project drawings, product item lists, etc.) may not be copied, published or disclosed to third parties, except for the purpose of executing the projects planned with the help of the Plug-In, inquiring for, ordering and installing Armacell products, or, in all other cases, with the express written consent of Armacell.

5. Scope of Services

5.1 With the assistance of the Plug-In and the Product Information contained therein, the Licensee can select in its Autodesk Software certain Armacell products (please be aware that additional Armacell products may exist) and use and apply these Armacell products to a project planned and handled in the Autodesk Software. The Product Information included in the Plug-In only provides general technical data for the application of the Armacell products based on the principles, formulas and security regulations in accordance with Armacell's technical directions and operating, mounting and assembly instructions, etc., that must be strictly complied with by the Licensee. All statements and technical information are based on results obtained under typical conditions and are average figures. Technical information may change over time and Licensee should install all available updates in order to get the up-to-date information.

5.2 The Plug-In enables the Licensee to implement a variety of Armacell products into his project. The fact that an Armacell product is shown in a

software-generated drawing or is included in a product item list generated with the help of the Plug-In does not, however, relieve the Licensee from his responsibility to verify himself or with the help of an expert whether the Armacell product is appropriate, fit or merchantable for the specific use intended by the Licensee. It is, in particular, the sole responsibility of the Licensee to verify whether the Armacell product is in compliance with all applicable norms and permits, such as national regulations with respect to fire prevention, etc. at the point of time Licensee orders the products.

5.3 The Licensee is solely responsible for any errors, the completeness and the relevance of the data he enters while using the Plug-In. It is, as the data processed by the Autodesk Software may not be correctly communicated through the interface between the Autodesk Software and the Plug-In, the responsibility of the Licensee to verify whether the amounts of Armacell products needed for his project are correctly calculated by the Plug-In.

5.4 The Plug-In does not monitor or implement any changes the Licensee makes to his individual projects when using the Autodesk Software and does not automatically adapt drawings, product item lists, etc. generated earlier in the process with the help of the Plug-In, when at a later stage the respective parts of the project is changed. It is the Licensee's sole responsibility to verify that the drawings, product item list, etc. generated with the Plug-In is up to date with the project's current status.

6. Warranty

6.1 In case of a defect of the Plug-In, the Licensee may report any malfunctions of the Plug-In to Armacell via the reporting options provided in the Plug-In. Armacell will use its best efforts to cure the malfunction by providing updates.

6.2 The Licensee's right to withdraw from the Agreement remains unaffected.

6.3 Armacell's liability without fault for initial defects pursuant to Sec. 536a (1) German Civil Code (BGB) is excluded. Otherwise, Armacell is liable for damages resulting from defects to the extent as regulated in Section 7.

7. Liability

With respect to any claims for damages against Armacell based on an act or a breach of duty on the part of Armacell, its employees, legal representatives or vicarious agents, irrespective of their legal grounds, the following applies:

7.1 For damages resulting from defects of the Plug-In, Armacell is only liable in cases where Armacell acted with wilful intent or where such defect was fraudulently concealed by Armacell.

7.2 For all other damages, Armacell is liable only in cases where Armacell acted with wilful intent or gross negligence.

7.3 The liability according to the Product Safety Act (Produkthaftungsgesetz) remains unaffected.

7.4 Armacell is not liable for any defects of the Autodesk Software; the Licensee's legal remedies in such cases are exclusively governed by the licensing agreement with Autodesk, Inc.

7.5 Armacell is not liable for any loss of data to the extent that the damage is due to the Licensee's omission to undertake sufficient data backup measures and thereby ensure that lost data may be recovered with reasonable effort.

7.6 The above provisions also apply with respect to claims for damages against Armacell's employees, legal representatives or vicarious agents.

8. Autodesk as Third Party Beneficiary

The Licensee acknowledges that Autodesk, Inc. as the licensor of the Autodesk Software is a third-party beneficiary of this EULA and that upon the Licensee's acceptance of the terms of this EULA, Autodesk will have the right to enforce the EULA against Licensee as a third-party beneficiary thereof.

9. Term and Termination

9.1 This Agreement shall be effective until terminated by the parties.

9.2 Armacell has the right to terminate the EULA, without need to give a reason, at any time (e.g. because it ceases to support the Plug-In). The Licensee may uninstall the Plug-In at any time and thereby terminate the EULA. In any case of termination of the EULA or uninstalling of the Plug-In, the Licensee is solely responsible to store any drawings, product lists etc. for further use.

10. Governing Law

This EULA is governed by the laws of Federal Republic of Germany under exclusion of the UN Sales Convention (CISG). If the Licensee is acting as a merchant in the sense of the German Commercial Code (HGB), exclusive jurisdiction and venue for all disputes arising in connection with this Agreement and concerning its validity shall be Münster. Armacell may opt to bring an action at the Licensee's general place of jurisdiction.

11. Export Restrictions

Licensee acknowledges and agrees that the Plug-In (including any data submitted by Licensee in connection with the use of the Plug-In and any Licensee-specific output generated by the use of the Plug-In) may be subject to the export control and trade sanctions laws, rules and regulations of various countries, including but not

limited to the United States of America and countries where Licensee is located or operates. Licensee will comply with the Export Control Laws in all respects.

12. Amendments

Armacell has the right to amend these Terms of Use. In such cases, Armacell will announce the amendments in advance, including the necessary information about the Licensee's right to object and the objection period. The envisaged amendments enter into force, unless the Licensee object within two (2) weeks after receiving the announcement.

13. Severability clause

In the event any provision of this EULA is found to be, in whole or in part, invalid or unenforceable, only that particular provision, and not the entire EULA, will be inoperative.

14. Data Privacy Protection

Armacell wishes to constantly improve the Plug-in. For this reason, Armacell collects data concerning the Licensee's use of hardware and software while using the Plug-In. See our Data Privacy Policy for details.
