

Subscription Agreement for the Use of StreamBIM

Updated: 06 May 2025

1. Background

This agreement (the «Agreement») has been entered into between you or the company you represent (hereinafter referred to as the "Account Owner") and Rendra AS, its subsidiaries or approved resellers, and governs the client's use of StreamBIM, which has been developed and adapted by Rendra AS. Should any provision of this Agreement be pronounced invalid or illegal, or if for any reason a provision cannot be enforced, it shall not affect the validity of the remaining provisions of the Agreement.

By registering an account for using StreamBIM via the product website <https://streambim.com/> or in any other way, and thereby getting access to the StreamBIM application service, described in detail on the product's websites, the Account Owner accepts and agrees to comply with the terms and conditions of this Agreement. The person/persons entering into the Agreement, by signing the Order Confirmation, on behalf of the Account Owner represents the Account Owner and herewith guarantees that he or she is authorized to bind the Account Owner to the terms and conditions stated in this Agreement.

The Agreement between the Account Owner and Rendra AS shall take effect as of the date the Account Owner confirms the order confirmation.

If the person entering into the agreement on behalf of Accountants starts a free trial or test of the application service without paying for it, all the provisions of this agreement shall apply, except paragraph 9 Prices and 11 Terminations.

2. Definitions

The below terms have the following meaning:

(A) «Affiliated company», means any entity that is directly or indirectly controlled by one of the Parties. In this context "control" means direct or indirect ownership or control of more than 50 % of the voting interests of the affiliated company.

(B) «Confidential information», means all Personal Data and confidential information disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party").

(C) «Users», means individuals authorized by the Account Owner to have access to and use StreamBIM under the agreement of the Account Owner, including sub-contractors who work on the same project as the Account Owner but for a different company.

(D) «The Application service», means StreamBIM, which is a web application service provided by Rendra AS as a cloud based service and the underlying software included in The Application Service.

(E) «Subscription», means the right to access and use StreamBIM for the term and condition within this Agreement and as stipulated in the order form or offering letter.

(F) «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, in particular by reference to 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.

(G) "Controller", means the Account Owner, which determines the purposes and means of the processing of Personal Data.

(H) "Processor", means Rendra AS, which processes Personal Data on behalf of the Controller.

(I) «Order form», means the order documents and registrations made on the website of Rendra AS by the Account Owner, constituting an agreement between the Account Owner and Rendra AS.

3. Provisions for using The Service (StreamBIM)

(A) Registration. The Account owner is responsible for providing complete and accurate information to those who are invited into the subscription. The Account owner is also responsible for providing correct information when a subscription starts or users are invited to start using StreamBIM for a specific project.

(B) Subscription. Rendra AS shall make StreamBIM available to the Account Owner and Users in accordance with this Agreement during the complete term of this Agreement. The Account Owner agrees that taking out the Subscription does not presuppose delivery of any future functionality or features, or that it depends on any oral or written public statements made by Rendra AS with respect to future functionality or features.

(C) Compatibility. Rendra AS will inform about what hardware devices are compatible for the use of The Application Service on the product WEB sites: <https://guide.streambim.com/hc/en-us> and in our user guide: [Which mobiles/tablets/browsers do you recommend?](#) - where Rendra AS may define minimum hardware and system requirements for such devices. The warranty set out in Section 12 (a) only applies to use on these defined devices.

(D) Support. Support is given by using our chat, by e-mailing and by telephone and is available throughout the term of the Agreement pursuant to the terms specified on <https://streambim.com/>

(E) Availability. Rendra AS aims to make the The Application Service available 24/7/365 with as little downtime as possible, and follows the industry's best practice to achieve this. Rendra AS's goal is to offer the Application Service with 99.9% uptime. The Account Owner is advised that even if this is Rendra's goal, downtime may occur. StreamBIM is hosted by AWS cloud service and offers the same compensation schemes as AWS offers for its services and as described here: <https://aws.amazon.com/agreement/> and in the Security and Reliability Brief.

(F) Code of conduct: Defined in the Order Confirmation

4. Application-specific requirements

Rendra AS offers software and web applications that allow the Account Owner and Users to access The Service on their mobile devices using iOS and Android apps and on desktop computers using browsers such as; Chrome and Safari.

For the avoidance of doubt:

Mobile devices must be purchased separately and are not included in Account Owner's subscription. Furthermore, an active Internet connection is required, which may entail data costs and/or other costs for the client. The client has to enter into separate agreements for the provision of Internet/WI-FI or the provision of 3G/4G/5G from his/her mobile operator.

The Application Service uses a streaming technology where the quality of the user experience depends on project size and technical infrastructure from access location, e.g. network bandwidth and latency. The requirements may change and information on which requirements apply at any time is available on our web pages <https://streambim.com/> and in our user guide: [Which mobiles/tablets/browsers do you recommend?](#)

The Service may collect technical data, including information about application crashes and statistics of use. All use of third-party software/mobile apps specified for The Application Service shall constitute a part of The Application Service package to the client without any

extra costs and use of time, and their use is subject to the terms and conditions of the relevant agreements.

5. User guidelines for The Service

(A) The Account Owner is responsible for all activities in his/her account and for the ownership of the account. The Account Owner and the Users shall comply with all laws, regulations and conventions applicable to the Account Owner in connection with the use of The Service, as well as other laws related to privacy, publicity, data protection, electronic communication and applicable anti-spam legislation.

(B) The Account Owner and the Users shall use The Application Service only for the projects and purposes specified and agreed on in the Agreement.

The Account Owner shall not:

- (i) Impair the security of The Application Service,
- (ii) Give individuals not associated with the project access to his account,
- (iii) Log on to a server or account on The Service that the Account Owner is not authorized to access,
- (iv) Damage or make any part of The Application Service unusable,
- (v) Lease, distribute, license, sell or otherwise commercially exploit The Application Service or make The Application Service available to a third party other than as stated in this Agreement.

(C) Communication. The Account Owner is responsible for the content of all communication sent through The Application Service, and shall comply with all applicable laws and regulations in connection with the use of the Account. The Account Owner may not use The Application Service to communicate any message or material that

- (i) Is libellous, harmful to minors, obscene or constitutes pornography;
- (ii) Infringes on the intellectual property rights of a third party or is otherwise unlawful; or
- (iii) Would otherwise give rise to civil liability, or
- (iii) Constitutes or encourages conduct that could constitute a criminal offence under applicable law or regulations.

(D) Breach of the user guidelines. In the event the Account Owner or any User commits any material breach of the user guidelines, Rendra AS will endeavour to provide the Account Owner with the opportunity to remove or disable access to the offending material or content. However, Rendra AS reserves the right to immediately remove, at its sole discretion, any content that is unlawful or offensive without prior notice to the Account Owner. In addition to any other rights and remedies under the Agreement and in law, Rendra AS reserves the

right to immediately suspend access to The Application Service if such breach, in Rendra AS's opinion, is an imminent threat to The Application Service. In this case, the Account Owner will receive a written notice from Rendra AS and has 14 days to take the necessary actions against these breaches before Rendra AS suspends access to The Application Service.

6. Data protection

(A) Rendra AS will process personal data in connection with the use of The Application Service. The parties acknowledge that the Account Owner will be the Controller of the Personal Data. Rendra AS will for the purpose of fulfilling this Agreement process certain Personal Data on behalf of the Controller. Thus, Rendra AS will be the Processor of the Personal Data, in relation to the applicable data protection laws.

(B) The Account Owner is responsible for the collection, legality, administration and use of Personal Data that are stored on the system or used in connection with The Service. Rendra AS will not be responsible for any loss or disclosure of Personal Data resulting from the Account Owner's or the Users' failure to adequately secure their user account passwords.

(C) The Processor undertakes to only process Personal Data in accordance with documented instructions communicated by the Controller, unless required to do so pursuant to applicable data protection law. The Controller's initial instructions to the Processor is set forth in **Appendix 1**.

The Processor shall at any time be able to demonstrate specific instructions from the Controller. The Processor shall immediately inform the Controller if (i) the Processor believes that an instruction given by the Controller is violating applicable data protection law (ii) the Processor does not have an instruction for how to process Personal Data in a particular situation.

(D) The Processor warrants that appropriate technical and organizational measures are implemented in such a manner that

- (i) the processing of Personal Data meets the requirements of applicable data protection law and
- (ii) ensures the protection of the rights and freedoms of the User. Rendra AS will also perform technical and physical controls to protect Personal data against destruction, loss, alteration, and unauthorized disclosure to third parties or unauthorized access by employees of Rendra AS.

(E) If Users, competent authorities or any other third parties request information from the Processor regarding the processing of Personal Data, the Processor shall refer such request to the Controller. The Processor may not, without prior instructions from the Controller,

transfer or in any other way disclose Personal Data or any other information relating to the processing of Personal Data to any third party. In the event the Processor, according to applicable data protection law, is required to disclose Personal Data that the Processor processes on behalf of the Controller, the Processor shall be obliged to inform the Controller thereof immediately and request confidentiality in conjunction with the disclosure of requested information.

(F) If the Processor designs the systems etc. that processes the Personal Data, the Processor shall ensure that the systems etc. are designed in accordance with the requirements for Privacy by design and data portability in accordance with applicable data protection law.

(G) The Processor shall assist the Controller in fulfilling its legal obligations under applicable data protection law, including but not limited to the Controller's obligation to security of processing, notification of a personal data breach, responding to requests for exercising the data subject's rights to request access, rectification, restriction of processing, erasure or to receive a copy of the Personal Data that is processed. Notification of a data breach shall be made to the controller within 36 hours from when the Processor becomes aware of the personal data breach.

(H) The Processor undertakes to make available to the Controller all information and provide all assistance necessary to demonstrate compliance with the obligations laid down in this Agreement and applicable data protection law. The Processor shall allow for and contribute to audits, including on-site inspections, conducted by the Controller or another auditor mandated by the Controller.

(I) Upon termination of this Subscription Agreement the Processor shall (i) cease all its processing activities and (ii) upon the Controller's choice, delete and/or return all Personal Data or copies which are received on behalf of the Controller. The duty to delete applies as long as applicable data protection law does not require the Personal Data to be stored.

7. Third-party suppliers

(A) Acquisition of non-StreamBIM products and services. The Account Owner accepts that third-party services not currently part of StreamBIM may be made available to the Account Owner from time to time by Rendra AS or third parties, and that the Account Owner's decision to acquire any such service shall be subject to an exclusive agreement between the Account Owner and the applicable third-party supplier. Rendra AS does not guarantee support of third party products or services.

(B) The Account Owner authorizes the data processor to enter into agreements with subcontractors for the performance of its obligations under this Agreement. However, the prerequisite is that the processor maintains a list of subcontractors.

The Account owner has, on signature of the Order Confirmation, approved the following subcontractors for processing their personal data:

- Amazon Web Services EMEA SARL (AWS Europe)
- Amazon Web Services Australia Pty Ltd (AWS Australia)
- Amazon Web Services Japan GK (AWS Japan)
- Intercom Inc.
- Högerclick AB (Sweden server)

The data processor has the Account Owner's approval to use other subcontractors. However, the processor must notify the Account Owner of any plans to use a new subcontractor, as well as the background for the change. The Account Owner must receive such notification at least 60 days before the change enters into force. If the Account Owner opposes the changes, this must be notified within 10 days upon receipt of the notice of introduction of a new subcontractor. In the event that the Controller opposes the change, the processor shall take commercial reasonable efforts to engage another subcontractor. If this fails, the following shall apply. The subscription will then be terminated from the date the new partner begins and pre- paid subscription fee will be reimbursed. Data created and stored by usage of the application service will then be exported and handed over to the Account Owner.

Please see [appendix 1](#) for more information.

The processor shall ensure that any approved subcontractors enter into written agreements that impose on them the same obligations regarding the protection of personal data as provided for in this Agreement. The Processor is fully responsible to the Account Owner regarding the performance of the subcontractor's obligations.

All transfer of personal data to a territory or a company/organisation outside EU/EEA (a country or a company/organisation subject to an adequacy decision or is participating in the EU-US Data Privacy Framework) shall be lawful and be subject to prior written consent of the Controller' 'Irrespectively of the Controller's consent to a transfer of Personal Data to a territory or a company/organisation outside the EU/EEA (a country subject to an adequacy decision or a company/organisation participating in the EU-US Data Privacy Framework), the Processor shall be able to provide measures insuring that any such transfer can be carried out lawfully, including than an appropriate transfer tool has been implemented according to Chapter 5 of the GDPR, as well as that supplementary measures in order to protect the processing of personal data have been defined if necessary. Upon reasonable request by the Controller, the Processor shall provide information and documentation evidencing a lawful transfer.

8. Duty of confidentiality

(A) As a consequence of the performance of the Agreement, the parties may receive confidential information including, but not limited to company internal information including services, specifications, marketing information and similar sensitive information. The parties hereby agree that they will use such confidential information solely for the purposes of performing the agreement and that they will not disclose, whether directly or indirectly, to any third party such information other than as required for performing the agreement.

(B) After termination of the agreement the parties may not disclose any such confidential information.

(C) The foregoing provisions will not prevent the disclosure or use by the parties of any information that is or becomes, through no fault of the party, public knowledge or to the extent required by mandatory law.

(D) If the receiving party is compelled by law to disclose confidential information, the disclosing party must be given prior notice of this. The Party that gives confidential information must contact the authorities itself and provide the required or desired information.

9. Prices and payments

The price for subscription to The Service and payment terms is indicated in the Order Confirmation. The agreed price and terms are for starting a subscription, not for actual use. VAT and other charges to national and local authorities are NOT included in the prices defined in this Agreement. All such VAT and other charges to national or local authorities will apply.

(A) Invoicing and Payments. Unless agreed otherwise by the Parties, subscription payments shall be made on the basis of electronic invoices.

(B) Overdue Payments. Any payment not received by the due date shall accrue interest on overdue payments permitted by law on the outstanding balance per month.

(C) If the Account Owner's payment is overdue by more than fourteen (14) days, from the Account Owner receiving written notice from Rendra AS with request for correction, Rendra AS reserves the right to suspend access to The Service.

(D) Taxes. Rendra AS is not responsible for any VAT, national taxes or duties (if any) under this Agreement related to the Account Owner's purchases hereunder.

(E) If Rendra AS finds it necessary to incur any extra costs or expenses for customer support, this shall be agreed in writing between the Parties in advance.

10. Rights

(A) Proprietary Rights. The Application Service and all intellectual property rights therein and all intellectual property rights related to the delivery and provision of support are owned or licensed by Rendra AS. The Account Owner acknowledges that any and all copyrights, IP, trademarks, trade names, patented and/or patentable rights and all other intellectual property rights existing in or used in connection with The Application Service, are the sole property of Rendra AS. This also applies to modifications, improvements or upgrades made during the term of the Agreement.

(B) The Account Owner and/or Users shall not:

- (i) Remove or conceal any notices of copyright, trademark or any other proprietary notes contained in or on The Service or associated documentation,
- (ii) Modify, translate, or create derivative products based on The Service;
- (iii) Create any link to The Service or mirror any content contained in or accessible to the client from The Service,
- (iv) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of The Service;
- (v) Or access The Service in order to (a) build a competitive product or service, or (b) copy any ideas, features, functions or designs of The Service.

11. Subscription period and termination

Unless otherwise agreed in the contract/order confirmation:

(A) This Agreement shall enter into force on the date the Order Confirmation is signed (the effective date) and continue until the expiration or termination of the Agreement, defined in the Order Confirmation.

(B) Termination by the Account Owner. The account Owner may cancel the account and terminate the Agreement at any time by written notice to Rendra AS. This is followed by a three-month term of notice starting on the first day of the subsequent month. The subscription fee applies during the term of notice and is not refunded.

(C) This Agreement may be terminated by either Party on the following conditions:

- (i) Upon three months written notice of a material breach as specified in the

Agreement, and the current breach has not been fully remedied no later than thirty (30) days from the breaching party receiving written notice from the invoking party with the request for correction. It is particularly noted that repeated non-material breaches of contract may be considered a material breach of contract which gives the invoking party the right to terminate this Agreement according to this clause.

or;

- (ii) immediately, if either party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors; or
- (iii) immediately, in the event of a material breach by the Account Owner of Section 5 or 6. Fees that are to be paid according to Section 8 are non-refundable.

(D) Section 7 to 14 shall survive any termination or expiration of this Agreement.

12. Warranties and disclaimers

(A) Functionality warranty. Rendra AS warrants that The Application Service will operate in substantial conformity with the current version of the applicable documentation available at the web pages of Rendra AS.

(B) Disclaimer. The Application Service is a web application service subscribed to "as is".

(C) Rendra AS does not warrant that all the functions contained in The Application Service will meet the Account Owner's requirements or that the operation of The Application Service will be uninterrupted or error free.

13. Limitation of liability

(A) Limitation of liability. Neither the Account Owner nor Rendra AS or any sub-suppliers shall be liable for any deliverable that has not been agreed in this contract. A description of The Application Service is available at the company's web pages at any time and the version made available to the client is the version contained in the demo project of The Application Service.

(B) Rendra AS reserves the right to charge for the development of modules that were not part of The Application Service when the Agreement was entered into. It is up to the client to accept purchasing new modules without this impairing the client's purchase.

(C) The Account owner shall always be responsible for updating drawings and model files. The Account owner is responsible for ensuring that the users in the project always have access to updated drawings and model files and compiled BIM models. Rendra AS can not be held responsible if the Users in a project perform actions based on not updated drawings and BIM model.

(D) The Account owner shall always be responsible to train the persons they intend to invite in as Users in The Application Service before they start to use The Application Service. Rendra AS shall not be liable for errors made by Users and thereby the consequences this might have, as a result of individuals using The Application Service.

14. Mutual indemnities

(A) Rendra AS shall indemnify the Account Owner for any loss, damage or costs (including reasonable legal fees) incurred in connection with claims, suits and legal proceedings (“Claims») made or brought against the Account Owner by a third party alleging that the use of The Service infringes on their intellectual property rights.

(B) Indemnification by the Account Owner. The Account Owner agrees to indemnify Rendra AS for any loss, damage or costs (including reasonable legal fees) incurred in connection with claims made or brought against Rendra AS by a third party arising from or in connection with the Account Owner’s use of Personal Data or The Application Service.

15. General provisions

This Agreement, with signed offering letters and sign up forms on our web pages, appendices and any amendments entered into in writing between the Parties, constitutes the entire agreement between the Account Owner and Rendra AS and supersedes all prior agreements and discussions.

(A) Marketing. Neither party may issue press releases related to this Agreement without the other Party’s prior written consent. Either Party may include the name and logo of the other party in its list of customers or vendors in accordance with the other party’s standard guidelines.

(B) The relationship between the Account Owner and Rendra AS. The Account Owner and Rendra AS are independent contractors. This Agreement does not create a joint venture or partnership between the Account Owner and Rendra AS and neither Party is authorized as an agent, employee or representative of the other Party.

(C) Rendra AS may revise this Agreement from time to time, if specified in Order Confirmation, during the term of the Agreement and has a duty to inform the client/Account Owner of any material amendments if it adversely affects the basic functionality of The

Service. The Account Owner, however, has a duty to keep updated on changes on the web pages of Rendra AS, where the applicable conditions at any time are available.

(D) This Agreement and any rights or obligations hereunder shall not be assigned, sublicensed or transferred in any other way to a third party without the written consent of the other Party.

(E) Unless agreed otherwise by the Parties, the obligations and rights of the parties to this Agreement shall be governed by and construed in accordance with Norwegian law, without regard to conflicting principles of law. Unless agreed otherwise by the Parties, exclusive jurisdiction shall be Oslo District Court, Norway.

(F) Any amendments to this Agreement shall be in writing and shall be deemed to form part of the Agreement as of the date they are agreed on.

(G) Force Majeure. Neither Party to this Agreement shall be liable to the other Party for any errors or delays in performance due to circumstances beyond the company's control, including, but not limited to, fire, labour difficulties, governmental action or terrorism, provided that the Parties give written notification of such circumstances to the other Party and makes any reasonable endeavours to overcome such challenges.

Contact details

Rendra AS

Attn: The General Manager
Postboks 688 Løren
0507 Oslo
NORWAY

E-mails must be sent to: office@rendra.io

Appendix 1

Data Processing instructions

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| Purpose | The Controller's purpose of the Processing of Personal Data is in order to be able to provide The Service, as well as to develop and improve The Service and its security measures. |
| Categories of data | The Personal Data which is processed comprises your company's name, your name, title or job description, telephone number and email address the first time you register as a customer or user. |
| Categories of data subjects | «Users», which includes individuals authorized by the Account Owner to have access to and use The Service under the Agreement, including subcontractors who work on the same project as the Account Owner. |
| Processing activities | In order to use The Service the Processor will collect and store the name of the Account Owner, the name of the User, the User's e-mail address and telephone number. |
| Storage time/deletion | The Personal Data that is Processed shall be deleted when the Controller no longer subscribes to The Service. |
| Location of Processing activities | <p><u>Amazon Web Services (AWS)</u>: The personal data we collect from you is in general transferred to the Processor's main European data processing centre within the European Union (EU) and/or European Economic Area (EEA). Audio and video data is never transferred out of the EU or EEA.</p> <p>If you have chosen to use an alternative server location outside the EU/EEA, eg. Australia or Japan, the data will only be stored in their respective regions as listed under Sub-Processors.</p> <p>The Users are provided with customer support and customer chat from <u>Intercom Inc.</u> The company is located in the USA, however Intercom has certified adherence to and commits to apply the Privacy Shield. In the case of transferring Personal information to an Intercom entity outside the EEA area, this will be done based on Intercom Binding Corporate Rules, which establish adequate protection of the personal information and are legally binding on the Intercom Group. Where Intercom Binding Corporate Rules do not apply, Intercom will instead rely on other lawful measures to transfer your personal information</p> |

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| | outside the EEA and Switzerland, such as the EU standard contractual clauses or Privacy Shield Framework. |
| Sub Processors / sub contractors | <p>The Account Owner authorizes the processor to enter into agreements with subcontractors for the performance of its obligations under this Agreement. However, the prerequisite is that the processor maintains a list of subcontractors. The Account Owner has, on signature of the offer letter, approved the following subcontractors for processing their personal data:</p> <ul style="list-style-type: none"> ● Amazon Web Services EMEA SARL (AWS Europe) ● Amazon Web Services Australia Pty Ltd (AWS Australia) ● Amazon Web Services Japan GK (AWS Japan) ● Intercom ● Högerclick AB (Sweden server) <p>The data processor has the Account Owner’s approval to use other subcontractors. However, the processor must notify the Account Owner of any plans to use a new subcontractor, as well as the background for the change. The Account Owner must receive such notification at least 20 days before the change enters into force. If the Account Owner opposes the changes, this must be notified within 10 days upon receipt of the notice of the introduction of a new subcontractor. The subscription will then be terminated from the date the new partner begins and pre- paid subscription fee will be reimbursed. Data created and stored by usage of the application service will then be exported and handed over to the Account Owner. The processor shall ensure that any approved subcontractors enter into written agreements that impose on them the same obligations regarding the protection of personal data as provided for in this Agreement. The Processor is fully responsible to the Account Owner regarding the performance of the subcontractor's obligations.</p> |