



Purchase order

Quantity

Monthly licence

99 SEK + VAT

Yearly licence

990 SEK + VAT

Invoice

Company name:

Company ID:

VAT-number:

Reference:

Invoice address

Address:

Postal code:

City:

Country:

Place order

I hereby confirm that I have read and understood the terms in the "V-Rex Viewer license agreement"

Send the purchase order to v-rex@boldarc.com



V-Rex - Experience your architectural design in VR with the push of a button!

V-Rex is a real-time visualization tool designed to enhance the workflow of architectural design.

The tools consists of two parts:

1. A plugin for the relevant CAD suite
2. An application based on the Unreal game engine. This part enables real-time rendering and full support for VR.

The two parts work in concert to bring your design to life in a real-time rendered environment, presented in a clean architectural style.

V-Rex enables you to create stylistic real-time experiences from an architectural design, such as a 3D-drawing or a 3D-model with the push of a button. You can experience the transformed architectural design on a flat screen, but also in Virtual Reality. V-Rex allows you to navigate in the virtual environment with intuitive controls to experience all the details in real-time, with high graphical quality and no waiting time for still image rendering.

Features include:

- ✓ Walk mode & Fly mode - Toggle between a walk-around mode, where surfaces are solid, and a flying mode where you have total freedom to fly through the walls.
- ✓ Full VR support - Immerse yourself fully using Virtual Reality, and experience true room scale visualization.
- ✓ Sun simulation - Examine the sun's effect on your architectural design by using the realistic sun simulation.
- ✓ Real time bounce lighting - Activate this feature to experience when light sources cast more realistic illumination.
- ✓ Sketch mode - Experience your architectural design in a clean visual style with less distractions.

V-Rex currently supports Autodesk Revit, with support for other software coming soon!

V- REX VIEWER - LICENSE AGREEMENT

The terms and conditions contained herein grants the Licensee rights to use the Software under certain conditions. Deviations from these terms and conditions are only valid if in writing and executed by both Parties.

1. INTRODUCTION

This Agreement including its appendices is made and entered into by and between BoldArc AB, 556982-8220, (the "Licensor") and Licensor's licensee (the "Licensee") and governs the Licensee's use of the Software.

The Licensee is bound by the Agreement by entering into the Agreement expressly or by using the Software.

1. AGREEMENT

The Agreement consists of the terms and conditions contained in this document and the Documentation and the Price List.

In the event of conflict between these general terms and conditions and the ancillary documents, these terms and conditions shall prevail. The ancillary documents shall be given priority in the listed order.

2. DEFINITIONS

As used in this Agreement and in any Order Forms, the following terms shall have the following meaning:

"**Agreement**" means these online terms of use, any Order Forms, whether written or submitted online, and any materials available on the Licensor website specifically incorporated by reference herein, as such materials, including the terms of this Agreement and its appendices may be updated by Licensor from time to time in its sole discretion.

"**Documentation**" means the documentation that comes with the Software. The documentation can be in print, PDF, in the form of help section in the Software or be made available in other ways that Licensor states, such as via Internet.

"**Effective Date**" means the date when the Agreement is entered into.

"**Intellectual Property Rights**" means all forms of intellectual and industrial property rights such as copyright, database rights, source codes, patents and patentable inventions, registered and unregistered trademarks, know-how (regardless if this in itself may constitute a patentable invention or not), registered or unregistered designs.

"**License(s)**" means the non-exclusive, non-transferable, worldwide right that Licensor grants the Licensee in accordance with 3.1 to use the Software and the Software in accordance with this Agreement.

"**License Term(s)**" means the initial term and all subsequent renewal terms where the Licensee is licensed to use the Software pursuant to the Order Form(s).

"**Order Form(s)**" means the form evidencing the initial subscription for the Software and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other Softwares contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail).

"**Price List**" is the price list as published on the Licensor's website and amended from time to time at the Licensor's sole discretion.

"**Licensor Technology**" means all of Licensor's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs, and other tangible or intangible technical material or information) made available to Licensee by Licensor in providing the Software.

"**Software**" means the Software, provided by Licensor, and which is covered by this Agreement and is further described in the Documentation.

3. LICENSE

Licensor hereby grants the Licensee, after due payment of applicable fees in accordance with this Agreement, a time-limited, non-transferable, non-assignable, non-exclusive right to use the Software, solely for Licensee's

own internal use, subject to terms and conditions and with the restrictions stated in the Agreement.

4. LIMITATIONS OF THE LICENSE GRANT

The License does not include any other rights than the rights specified in paragraph 5 and Documentation.

Licensee may not use the Software if Licensee is a direct competitor of Licensor, except with Licensor's prior written consent. In addition, Licensee may not use the Software for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes. The Licensee is, except with Licensor's prior written consent, forbidden to:

- a) use the Software for other purposes than its intended purpose in accordance with the Documentation;
- a) transfer, assign, license, sublicense, sell, resell, distribute or otherwise commercially exploit or make available to any third party the Software or the content in any way, for example through a so-called time sharing, as as Service, by a Service Bureau or otherwise;
- b) claim that the Software is the property of the Licensee;
- c) make copies of the Software, wholly or parts of the Software or the Software other than as permitted in paragraph 4;
- d) decompile, modify or make derivative works based upon the Software or the Content or otherwise attempt to derive the functionality of the Software or hire anyone to do so;
- e) change, develop or build a product using similar ideas, features, functions or graphics of the Software or other software that uses the Software, or
- f) "hack" the Software or send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs in the Software or Software or interfere with or disrupt the integrity or performance of the Software or the data contained therein; or attempt to gain unauthorized access to the Software or its related systems or networks.

5. SUPPORT AND MAINTENANCE

Licensor shall, at its own discretion, provide the latest released version of its Software through its website.

Support Service is available to the extent described in the Documentation.

6. INTELLECTUAL PROPERTY RIGHTS

Licensor (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all related Intellectual Property Rights, in and to the Licensor Technology and the Software and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Licensee or any other party relating to the Software. This Agreement is not a sale and does not convey to Licensee any rights of ownership in or related to the Software, the Licensor Technology or the Intellectual Property Rights owned by Licensor. Licensor's name, Licensor's logo, and the product names associated with the Software are trademarks of Licensor or third parties, and no right or license is granted to use them. Licensor owns the right to use Licensee's data only to the extent required to fulfill its obligations under this Agreement.

7. MUTUAL INDEMNIFICATION

Licensee shall indemnify and hold Licensor, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of the Licensee Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a

violation by Licensee of Licensee's representations and warranties; or (iii) a claim arising from the breach by Licensee or Licensee Users of this Agreement, provided in any such case that Licensor (a) gives written notice of the claim promptly to Licensee; (b) gives Licensee sole control of the defence and settlement of the claim (provided that Licensee may not settle or defend any claim unless Licensee unconditionally release Licensor of all liability and such settlement does not affect Licensor's business or Software); (c) provides to Licensee all available information and assistance; and (d) has not compromised or settled such claim.

Licensor shall indemnify and hold Licensee and Licensee's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that the Software directly infringes a copyright, a patent issued as of the Effective Date, or a trademark of a third party; (ii) a claim, which if true, would constitute a violation by Licensor of its representations or warranties; or (iii) a claim arising from breach of this Agreement by Licensor; provided that Licensee (a) promptly give written notice of the claim to Licensor; (b) give Licensor sole control of the defence and settlement of the claim (provided that Licensor may not settle or defend any claim unless it unconditionally releases Licensee of all liability); (c) provide to Licensor all available information and assistance; and (d) have not compromised or settled such claim. Licensor shall have no indemnification obligation, and Licensee shall indemnify Licensor pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Software with any of Licensee products, Software, hardware or business process(es).

8. THIRD PARTY SOFTWARE

In the event that the Software contains software from third parties ("Third Party Software") such Software shall be provided in accordance with the terms and conditions for the use of each Third Party Software. A list of all such Third Party Software which is included in the Software is available at the Licensor's website. The applicable conditions, or where they can be obtained, is specified in the Documentation.

9. CHARGES AND PAYMENT OF FEES

Licensee shall pay all fees or charges to Licensee's account in accordance with the fees, charges, and billing terms in effect at the time of renewal.

Payments must be made in advance unless otherwise mutually agreed upon in an Order Form. All payment obligations are non-cancellable and all amounts paid are non-refundable. Licensee is responsible for paying for all User licenses ordered for the entire License Term, whether or not such User licenses are actively used. Licensee must provide Licensor with valid billing information and approved purchase order information as a condition to signing up for the Software.

Licensor charges and collects in advance for use of the Software. Licensor will automatically issue an invoice to Licensee each Software period or as otherwise mutually agreed upon. Licensor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Licensee shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Licensor's income.

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If Licensee believes its bill is incorrect, Licensee must contact Licensor in writing within thirty (30) days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

Licensor have the right, without notice to limit the Licensee's access to the Software until its full payment is recieved or terminate this Agreement immediately.

In the event that the license fee is recurring (for example, monthly or yearly) Licensor remains the right to adjust the license fee for the next period with prior written notice no later than one month before the new fee will take effect. If the Licensee does not accept the new license fee they shall notify Licensor prior to the effect of the new the license fee. The Licensee has in this case the right to terminate the agreement the same day as the new license fee takes effect.

10. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants that it has the legal power and authority to enter into this Agreement.

Licensor represents and warrants that it will provide the Software in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software will perform substantially in accordance with the documentation under normal use and circumstances.

Licensee represents and warrants that Licensee has not falsely identified Licensee nor provided any false information to gain access to the Software and that Licensee's billing information is correct.

If the Licensee wants to assert warranty deficiency, the Licensee shall provide written notice to Licensor as soon as the error is discovered and during the warranty period. Licensor's responsibility for warranty deficiency is limited to remedy of the defect of the Software within reasonable time or perform delivery of new media with the Licensed Software or correction of the Software to bring it in compliance with the Specification. The Licensee is not entitled to deduction of the license fee or compensation for any damage that may occur due to the lack of guarantees or other breach of this Agreement, either directly or indirectly. Liquidated damages for delays and defects are only applicable if expressly regulated in Appendix 2.

It is the responsibility of Licensor to ensure that all data processed within the Software or the Software are backed up regularly in accordance with the specification. Except for the ones stated in the specification Licensor has no responsibility for data processed within the Software.

11. NO THIRD PARTY BENEFICIARIES

Except as otherwise specifically provided herein, this Agreement shall inure to the benefit of Licensor and Licensee only, and no third party shall enjoy the benefits of this Agreement or shall have any rights hereunder.

12. DISCLAIMER OF WARRANTIES

LICENSOR AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SOFTWARE. LICENSOR AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (B) THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SOFTWARES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY LICENSEE THROUGH THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SOFTWARE OR THE SERVER(S) THAT MAKE THE SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SOFTWARE AND ALL CONTENT IS PROVIDED TO LICENSEE STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY LICENSOR AND ITS LICENSORS

13. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SOFTWARE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SOFTWARE,

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14. CONFIDENTIALITY

The Parties recognize that they will have access to confidential proprietary information and/or trade secrets of the other Party. Accordingly, the Parties agree that (i) the provisions of this Agreement, (ii) any information whatsoever with respect to the Products and Softwares, (iii) the course of dealing between Company and Licensee hereunder, and (iv) all other non-public information relating to the foregoing, including, but not limited to, user information submitted through Licensee's web forms, and the number of such web forms submitted (collectively, the "Confidential Information") shall be treated by parties on a confidential basis and shall not be reproduced, reduced to writing or disclosed to any employees of the parties (except on a need to know basis and then only if the employee is subject to an obligation of confidentiality) or any other person or entity without the prior written consent of the disclosing party.

The prohibitions contained in this Section 7 shall not apply to information that is: (i) available to the public other than by a breach of this Agreement, (ii) rightfully received from a third party not in breach of an obligation of confidentiality, (iii) independently developed by the receiving party without access to Confidential Information as evidenced by receiving party's written records, (iv) known to the receiving party prior to the time of disclosure as evidenced by receiving party's pre-disclosure written records, or (v) produced in compliance with applicable law or a court order, provided the disclosing party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production. Upon termination of this Agreement, at the reasonable request of the disclosing party, any documentation or data reflecting any Confidential Information shall be promptly returned to the disclosing party.

15. TERM AND TERMINATION

This Agreement commences on the Effective Date, from which date the Software shall be available to the Licensee in accordance with the instructions in Documentation, and continues until the subscription is expired or terminated; however, the foregoing is conditioned upon the timely payment of all due fees, charges and levies.

Licensee may at any time, by notifying Licensor in writing, terminate this Agreement or end the use of the Software. Paid fees and charges are not reimbursed or refunded. Unpaid fees and charges shall constitute notice of termination, if Licensee despite one reminder has not fulfilled its payment obligation.

Licensor may terminate this Agreement if Licensor ceases to provide Software. The termination will be effective after three months of Licensor's written notice thereof.

Either party may terminate this Agreement for cause: (i) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other 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.

Sections 7, 8, 16 and 19 of this Agreement shall survive termination of the Agreement.

Licensee shall immediately cease all usage of Software at time of termination. Licensee shall, if applicable, immediately at Licensor's instructions destroy or resend all copies of installation products and backup copies of any received material in relation to the Software and the Software. Licensee shall verify in writing that no copies thereof are in Licensee's possession.

16. FORCE MAJEURE

Neither party shall be responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil, or military authority, act of God, act or omission of carriers, or other similar causes beyond its control. If any such an event of force majeure occurs and such event continues for ninety (90) days or more, the party delayed or unable to perform shall give immediate notice to the other party, and the party affected by the other's delay or inability to perform may elect at its sole discretion to (a) terminate this Agreement upon mutual agreement of

the parties; (b) suspend such order for the duration of the condition and obtain or sell elsewhere Software or Softwares comparable to the Software or Softwares to have been obtained under this Agreement; or (c) resume performance of such order once the condition ceases with the option of the affected party to extend the period of this Agreement up to the length of time the condition endured. Unless written notice is given within thirty (30) days after the affected party is notified of the condition, option (c) shall be deemed selected.

17. GENERAL

This Agreement may not be assigned by Licensee without the prior written approval of Licensor but may be assigned without Licensee's consent by Licensor to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

Licensor may give notice by means of a general notice on the Software, email to Licensee address on record in Licensor's account information, or by written communication sent by first class mail or pre-paid post to Licensee address on record in Licensor's account information. Such notice shall be deemed to have been given upon the expiration of forty-eight (48) hours after mailing or posting (if sent by first class mail or pre-paid post) or twelve (12) hours after sending (if sent by email). Licensee may give notice to Licensor (such notice shall be deemed given when received by Licensor) at any time by letter delivered by nationally recognized overnight delivery Software or first class postage prepaid mail to Licensor at the following address: BoldArc AB, Tegelbacken 4A, 111 52, STOCKHOLM.

No joint venture, partnership, employment, or agency relationship exists between Licensee and Licensor as a result of this agreement or use of the Software.

The failure of Licensor to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Licensor in writing.

This Agreement, together with any applicable Order Form, comprises the entire agreement between Licensee and Licensor and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

Changes and additions to this Agreement shall only be valid in writing and signed by both parties.

If any provision of this Agreement or any part thereof were to be found invalid, this shall not mean that the entire Agreement is null and void, but in such cases the Agreement shall, insofar as the invalidity materially affects the party's exchange or performance under the Agreement, be reasonable varied.

18. APPLICABLE LAW; DISPUTE RESOLUTION

This Agreement shall be governed by the substantive laws of Sweden, without regard to the choice or conflicts of law provisions of any jurisdiction.

Any dispute, controversy or claim arising out of or in connection with this contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "SCC"), and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Software shall be subject to the exclusive jurisdiction of the SCC.

The Rules for Expedited Arbitrations shall apply, unless the SCC in its discretion determines, taking into account the complexity of the case, the amount in dispute and other circumstances, that the Arbitration Rules shall apply. In the latter case, the SCC shall also decide whether the Arbitral Tribunal shall be composed of one or three arbitrators.

The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English.