

## GENERAL TERMS AND CONDITIONS

### ORANGE BUTTON SOFTWARE LICENSES

*BIM License | OFFICE License | FIELD License | Freemium License*

*Version 1.0 | June 2026*

Orange Button International B.V. | Leeuwenhoekstraat 48, 2652 XL Berkel en Rodenrijs,  
The Netherlands

## PART I

### GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions apply to all Orange Button software licenses issued by Orange Button International, including the BIM License, OFFICE License, FIELD License and Freemium License (each individually referred to as a "License"). Each License is further governed by the license-specific terms set out in the applicable Part of this document. In the event of any conflict between these General Terms and the license-specific terms, the license-specific terms shall prevail.

#### Article 1 – Definitions

In these General Terms and Conditions the following words and expressions shall have the following meanings unless the context requires otherwise:

**"Account"** means the registered user account created by or on behalf of End-User Licensee upon acceptance of the applicable License Agreement, through which End-User Licensee accesses and uses the Orange Button Platform. Each Account is linked to a single legal entity or individual.

**"Agreement"** means the applicable license agreement between Orange Button International and End-User Licensee as concluded by End-User Licensee by accepting the terms and conditions set out herein.

**"BIM"** means Building Information Modeling.

**"BIM Database"** means any data and information derived from the development and usage of Orange Button.

**"BIM Firestop Suite"** means the Orange Button software available as a BIM Web Edition and BIM Revit Edition, provided as part of Orange Button.

**"BIM One-Click Apps"** means the productivity tools included within the BIM Firestop Suite, functioning as part of Orange Button.

**"BIM Revit Edition"** means the Orange Button software available as a series of plugins for integration with Autodesk Revit, provided as part of Orange Button.

**"BIM Web Edition"** means the Orange Button software available as a series of web-based BIM functionalities for online integration, provided as part of Orange Button.

**"Clash Engine"** means the proprietary technology that uses predefined algorithms and decision logic to identify firestop clashes in BIM.

**"Clash Output"** means the clash output as generated by the Clash Engine.

**"Clash Position"** means a unique firestop clash position for Revit or IFC with unique x, y, z coordinates within BIM or its unique combination of installation and construction element ID.

**"Confidential Information"** means all information (whether verbally or in hardcopy and/or electronic form) relating to the research, developments, business activities, products and/or services of the disclosing Party.

**"Customer"** means a customer of End-User Licensee who wishes to receive Solutions from End-User Licensee.

**"End-User Administrator Account"** means the administrative account designated by End-User Licensee through which it may manage Users, monitor Clash Credit usage, and upgrade its License tier.

**"End-User Licensee"** means any company (or person) who has obtained a License from Orange Button International.

**"Enterprise Licensee"** means any company (or person) who has obtained and paid for an Enterprise License from Orange Button International.

**"Field Of Application"** means the field of application of Solutions within the Orange Button Platform in accordance with the input, data and information as defined by Manufacturer Licensee or Enterprise Licensee.

**"Intellectual Property Rights"** means all intellectual property rights with regard to – and as vested in – Orange Button, including any of the following rights: (i) any work protected by copyright; (ii) any trademark for which an application may or may not have been filed (including but not limited to any word, figurative or shape mark); (iii) any design or drawing which has been registered or not, or for which an application has been filed; (iv) any neighbouring rights; (v) any know-how or business secret; (vi) other intellectual property rights with regard to – and as vested in – Orange Button and/or any right created through use; (vii) any similar rights which exist in another jurisdiction together with any related extension, renewal or reinstatement of such rights; and (viii) any license to any of the foregoing.

**"License Year"** means a period of twelve (12) months starting upon acceptance of the applicable License by End-User Licensee.

**"Manufacturer"** means any company or person holding a Manufacturer License or Enterprise License from Orange Button International whose firestop products and systems are made available on the Orange Button Platform.

**"Manufacturer Licensee"** means any company (or person) who has obtained and paid for a Manufacturer License from Orange Button International.

**"Monthly Clash Credits"** means the maximum amount of Clash Positions per calendar month as to be generated by End-User Licensee using the applicable License, as further specified in the license-specific terms.

**"Orange Button"** means the Orange Button software of Orange Button International.

**"Orange Button Group"** means Orange Button International and any other company or person directly or indirectly related to Orange Button International and/or its shareholders.

**"Orange Button International"** means the private limited liability company Orange Button International B.V., duly incorporated under the laws of The Netherlands, having its corporate seat in Berkel en Rodenrijs (gemeente Lansingerland), The Netherlands, with its principal place of business at Leeuwenhoekstraat 48, 2652 XL Berkel en Rodenrijs, The Netherlands, registered with the Chamber of Commerce under number 76621022.

**"Orange Button Platform"** means the platform of Orange Button International which enables End-Users to perform firestop design services – with firestop products and systems of Manufacturer Licensee or Enterprise Licensee – to customers.

**"Project"** means any project for which Orange Button and/or the BIM Database has been used.

**"Selected Manufacturer Designation"** means the account-level setting through which an End-User Licensee designates a Manufacturer as selected supplier for all Projects linked to their Account.

**"Solutions"** means the function to automatically load firestop products and systems in a Project.

**"Solutions Output"** means the solutions output as determined by the Field Of Application.

**"Term"** means the term of the Agreement as set out in the applicable license-specific terms.

**"User"** means any individual person registered by End-User Licensee to use Orange Button in accordance with the applicable License.

**"Yearly Clash Credits"** means the maximum amount of Clash Positions per License Year as to be generated by End-User Licensee using the applicable License, as further specified in the license-specific terms.

## **Article 2 – Termination**

**2.1** Either Party shall be entitled to terminate (ontbinden in Dutch) the applicable License, without prejudice to its other rights and remedies, forthwith on written notice in the event that the other Party:

- commits a material breach of the terms of the applicable License not remedied within thirty (30) days after receipt of written notice thereof; or
- ceases to carry on its business or has a liquidator, receiver or administrative receiver appointed to it or over any part of its undertaking or assets; or
- passes a resolution for its winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction where the resulting entity shall assume all of the liabilities of it) or a court of competent jurisdiction makes an order to that effect; or
- enters into any voluntary arrangement with its creditors; or
- is unable to pay its debts as they fall due, or any similar arrangement in any jurisdiction.

**2.2** Termination (beëindigen in Dutch) of the applicable License for any reason whatsoever shall not relieve End-User Licensee of its obligation to make prompt payment in full of any and all amounts owed to Orange Button International which are accrued and outstanding as of the date of termination, and shall not relieve either Party from any other liability or obligation which has previously accrued as of such date.

**2.3** The Parties agree that the rights and obligations set out in these General Terms that by their nature would be expected to survive expiration or termination of the applicable License shall survive such expiration or termination. Such rights and obligations include, but are not limited to, Intellectual Property Rights, Confidentiality, governing law and jurisdiction.

## **Article 3 – Force Majeure**

**3.1** Orange Button International shall not be liable for failure to perform or delay in performing any obligation towards End-User Licensee if such failure or delay is caused by any circumstances beyond its reasonable control, including but not limited to acts of god, war, civil commotion, industrial dispute, hacking and all other forms of cybercrime.

**3.2** End-User Licensee agrees that Orange Button International shall use commercially reasonable endeavours, consistent with recognized industry standards, to protect Orange Button, the BIM Database and all related information and documentation against hacking and/or any other forms of cybercrime. Orange Button International shall not be liable for any damages resulting from hacking or cybercrime except in the case of intent or gross negligence on the part of Orange Button International.

#### **Article 4 – Limitation of Liability and Indemnity**

**4.1** Orange Button International shall not be liable for any failure in the performance of its obligations under the applicable License, with the exception of tort or gross negligence of Orange Button International.

**4.2** Should a court of law determine that Orange Button International is liable for damages incurred by End-User Licensee, the liability of Orange Button International towards End-User Licensee is in any event limited to a maximum as set out in the applicable license-specific terms.

**4.3** The total aggregate liability of Orange Button International towards all End-User Licensees together for each separate event is limited to € 100,000 (in words: one hundred thousand euros), with the exception of gross negligence or tort.

**4.4** Any claim of End-User Licensee as set out in this Article 4 must be filed within one (1) month after discovery of the damages, in default of which End-User Licensee forfeits its right to claim damages from Orange Button International.

**4.5** Orange Button International shall not be liable towards End-User Licensee, its Users or its Customers for any consequential damages, including but not limited to loss of profit, lost savings, loss of goodwill, loss due to business interruption, damages resulting from claims of customers or any third party, and/or loss of data.

**4.6** End-User Licensee shall indemnify and hold Orange Button International harmless from and against any and all responsibility or liability which Orange Button International may incur, suffer or sustain as a result of End-User Licensee's failure to fully comply with its obligations towards Orange Button International as set out in the applicable License.

#### **Article 5 – Limitation of Rights on Clash Output and Solutions Output**

~~Note: This Article 5 applies to the BIM License, OFFICE License and Freemium License. It does not apply to the FIELD License.~~

**5.1** End-User Licensee acknowledges and accepts that all information, notifications, warnings, or results generated by the Clash Output functionality of Orange Button are

intended solely as an aid to support End-User Licensee and as an indication of potential firestop Clash Positions, conflicts or inconsistencies within the project or system in use.

**5.2** The Clash Output is based on data and settings provided by End-User Licensee and may be subject to inaccuracies, incomplete information, or interpretive differences. Orange Button International does not guarantee the accuracy, completeness, or reliability of the Clash Output results and disclaims any liability for errors or inaccuracies in the generated output.

**5.3** The Solutions Output is based on data and settings provided by Manufacturer Licensee or Enterprise Licensee and may be subject to inaccuracies, incomplete information, or interpretive differences. Orange Button International does not guarantee the accuracy, completeness, or reliability of the Solutions Output and disclaims any liability for errors or inaccuracies in the generated output.

**5.4** End-User Licensee agrees and is aware that no rights may be derived from the Clash Output and Solutions Output of Orange Button, nor may the Clash Output and Solutions Output be considered a definitive assessment or approval regarding the validity, accuracy, or feasibility of projects, designs, or other work products.

**5.5** End-User Licensee agrees and is aware that the Clash Output and Solutions Output do not offer any guarantees and cannot be used as the sole source for decisions or as a legal basis.

## **Article 6 – Intellectual Property and BIM Database**

**6.1** End-User Licensee and User acknowledge that all Intellectual Property Rights related to – and/or arising from the use of – Orange Button are exclusively owned by Orange Button International. It is expressly not the intention of the Parties to transfer any Intellectual Property Rights related to or arising from the applicable License to End-User Licensee.

**6.2** The Parties are aware and agree that all Intellectual Property Rights and data resulting from and/or arising from the further development of Orange Button and/or the BIM Database are exclusively owned by Orange Button International. End-User Licensee acknowledges that by using Orange Button, data of End-User Licensee is generated and stored by Orange Button International. Orange Button International is, during and after the Term, entitled to use such data and/or information from the BIM Database solely for the purposes of operating, maintaining, and improving the Orange Button platform, subject to applicable data protection legislation including the GDPR. Orange Button International shall not share End-User Licensee's project-specific data with other End-User Licensees or third parties except as required by law or as set out in Article 9.

**6.3** End-User Licensee shall not use Orange Button and/or any Intellectual Property Rights related to and/or arising from the use of Orange Button and/or the BIM Database

(or parts thereof) after the expiry or termination of the applicable License (for whatever reason).

**6.4** End-User Licensee shall always use the trademark Orange Button in connection with any communication about Orange Button and shall not remove any reference to Orange Button from any form or document.

**6.5** In the event of any breach of an obligation under this Article 6, End-User Licensee shall forfeit towards Orange Button International an immediately due and payable penalty of € 10,000 (in words: ten thousand euros), plus € 1,000 (in words: one thousand euros) for each day that the applicable violation continues, without prejudice to Orange Button International's right to full compensation of all damages suffered in this regard. A violation by an underlying shareholder of any legal entity or person affiliated with End-User Licensee is considered a violation of this Article 6 by End-User Licensee itself.

## **Article 7 – Relations and Employees of the Orange Button Group**

**7.1** End-User Licensee is prohibited, directly or indirectly, for itself and/or for others, during the Term of the applicable License and for a period of two (2) years after termination of the applicable License (for whatever reason), or any other company or person directly or indirectly related to End-User Licensee:

- to approach any employee of the Orange Button Group, in order to persuade them to terminate any (employment) agreement with Orange Button Group;
- to employ direct or indirect, assign direct or indirect, any person, employee (or future employee), of the Orange Button Group, or any freelancer on assignment working for any company or person being part of the Orange Button Group, in order for this person to perform any kind of activity or render any service for End-User Licensee, or any other company or person directly or indirectly related to End-User Licensee.

**7.2** In the event of any breach of an obligation under this Article 7, End-User Licensee shall forfeit towards Orange Button International an immediately due and payable penalty of € 50,000 (in words: fifty thousand euros), plus € 5,000 (in words: five thousand euros) for each day that the applicable violation continues, without prejudice to Orange Button International's right to full compensation of all damages suffered in this regard. A violation by a User, an underlying shareholder of any legal entity or person affiliated with End-User Licensee is considered a violation of this Article 7 by End-User Licensee itself.

## **Article 8 – Confidentiality**

**8.1** Each Party shall, during the Term of the applicable License and after termination or expiry thereof:

- keep confidential, and shall not disclose to any third party for any reason, any Confidential Information of the other Party without the prior written consent of the disclosing Party at its sole discretion; and
- protect the confidentiality of the other Party's Confidential Information in the same manner that it protects the confidentiality of its own similar confidential information, but in no event using less than a reasonable standard of care.

**8.2** Each Party warrants that:

- the Party and its employees will use the Confidential Information of the disclosing Party solely in accordance with the terms hereof and will not appropriate it for their own use;
- the Party will maintain the confidentiality and security of the Confidential Information during the Term, any extension thereof, and/or after termination of the applicable License;
- the Party will restrict access to the Confidential Information to those of its personnel who have a need to know for purposes of performing obligations under the Agreement;
- the Party and its employees and/or authorized subcontractors will not disclose any Confidential Information of the disclosing Party in any manner whatsoever; and
- the Party will cooperate with the other Party in obtaining any order protecting the Confidential Information from public disclosure.

**8.3** If a Party receives a subpoena or other validly issued administrative or judicial process requesting Confidential Information of the other Party, it will promptly notify the other Party of such receipt and tender to the other Party the defense of such subpoena or process. If requested by the other Party, the receiving Party will reasonably cooperate (at the expense of the requesting Party) in opposing such subpoena or process. To the extent the subpoena or process is ultimately not quashed or limited, the receiving Party will be entitled to comply with such request to the extent permitted by law.

**Article 9 – Privacy Policy**

**9.1** Orange Button International processes personal data of its Users. This concerns name, address, and email address. The processing of personal data takes place in the following situations:

- Formation and execution of an agreement with End-User Licensees;
- Administrative processing; to offer and/or deliver services to End-User Licensees;

- Invoicing; should payment fail, Orange Button International may pass on the claim for collection to a debt collection company;
- To create a personal account for the User on the website of Orange Button International;
- To provide Manufacturers with insight into the use of their firestop solutions in accordance with Article 10 (Selected Manufacturer Designation and Data Sharing with Manufacturers);
- To control, analyze, maintain, optimize and secure services and to detect and deter misuse and/or fraud;
- To determine strategic analyses and reports of our services; and/or
- If a User visits one of our (mobile) websites, our servers may automatically save information such as URLs, IP addresses, browser types, languages, and dates and times of visits.

In the aforementioned situations: (i) name, address, and email address are necessary for the execution of the agreement; (ii) the email address may additionally be processed on the basis of User consent; and (iii) Orange Button International has a legitimate interest to process personal data for the remaining purposes listed above.

The personal data provided shall be processed by Orange Button International solely for the purposes of executing license agreements with regard to Orange Button, being the purpose for which the personal data is collected.

**9.2** Users shall at all times have the option whether or not to disclose personal data. However, for the use of certain services it is necessary to disclose personal data to Orange Button International. Where input of details is required, Orange Button International shall inform Users which data are necessary to be able to use its services.

**9.3** All Users have the following rights under the GDPR to manage their personal data:

- Right of access and information;
- Right of rectification;
- Right of erasure;
- Right to object to the processing of personal data;
- Right of data portability; and
- Right of restriction of processing.

Users may withdraw consent to the processing of their data at any time. Users also have the right to lodge a complaint with a data protection authority. To exercise any of these rights, Users may contact Orange Button International.

**9.4** Only persons authorized by Orange Button International for the security, processing and/or maintenance of IT infrastructure have access to personal data of Users.

**9.5** Where Orange Button International engages a data processor (such as postal services or payment services) for the purposes set out in this Article 9, Orange Button International shall conclude a data processing agreement with such processor to ensure that the processor offers sufficient assurance with regard to technical and organizational security measures, in accordance with Article 28 of the GDPR.

**9.6** Orange Button International has taken adequate technical and organizational measures to secure the personal data of its Users against loss or unlawful processing, including: (i) storage of personal data in a secured database with encrypted passwords and secured backups; and (ii) processing of payment orders through secured payment systems.

**9.7** Orange Button International shall not provide personal data of its Users to third parties unless set out in this Article 9 and/or unless this is necessary for the execution of its services, on the basis of a statutory provision, or in case of an emergency where this is, in the reasonable opinion of Orange Button International, in the interest of its Users. This includes legitimate requests from authorities, summons or court orders, acts to investigate or prevent damages or fraud, or acts to guarantee the safety of Orange Button.

**9.8** Apart from the use of cookies, Orange Button International does not collect any data automatically. Orange Button International does not process sensitive personal data. Personal data shall be stored only for the period necessary for the execution of the purposes set out above, unless applicable laws prescribe longer retention periods, in which case personal data shall be stored for the period prescribed by applicable law.

## **Article 10 – Selected Manufacturer Designation and Data Sharing with Manufacturers**

**10.1** The Orange Button application allows End-User Licensee to designate a Manufacturer as a selected supplier at account level (a "Selected Manufacturer Designation"). The Selected Manufacturer Designation is an account-level setting that applies to all Projects created by End-User Licensee on the platform. Making a Selected Manufacturer Designation is entirely voluntary. End-User Licensee may use the platform without making a Selected Manufacturer Designation, albeit with reduced functionality.

**10.2** By making a Selected Manufacturer Designation, End-User Licensee explicitly consents to Orange Button International making the following data available to the designated Manufacturer in respect of all Projects linked to End-User Licensee's Account:

- the name and geographic location (city and/or region) of the Project;
- the current phase of the Project;
- the firestop products and systems of designated Manufacturer specified by the End-User Licensee in the Project;
- installation configurations specified by the End-User Licensee for which designated Manufacturer has no firestop solution available within the Orange Button Platform; and
- the company name and business type of End-User Licensee.

**10.3** End-User Licensee acknowledges and accepts that the data referred to in Article 10.2 may be used by the designated Manufacturer for commercial purposes, including contacting End-User Licensee in connection with their Projects.

**10.4** Where End-User Licensee operates as a sole trader or self-employed individual, the company name constitutes personal data within the meaning of the General Data Protection Regulation (GDPR). By making a Selected Manufacturer Designation, End-User Licensee explicitly consents to the processing and disclosure of such personal data to the designated Manufacturer for the purpose described in Article 10.3.

**10.5** A Selected Manufacturer Designation applies solely to the designated Manufacturer. No data referred to in Article 10.2 is shared with any other Manufacturer holding a license on the Orange Button platform as a result of a Selected Manufacturer Designation.

**10.6** End-User Licensee may withdraw the Selected Manufacturer Designation at any time through the account settings in the application. Following withdrawal, no further data will be shared with the relevant Manufacturer pursuant to this Article 10. Data already disclosed prior to withdrawal is subject to that Manufacturer's own privacy policy, and Orange Button International bears no responsibility for the processing of such data by the Manufacturer after the point of disclosure.

## **Article 11 – Whole Agreement**

**11.1** The applicable License and these General Terms and Conditions constitute the whole agreement between Orange Button International and End-User Licensee and there are no promises, terms, conditions, obligations, representations or warranties, oral or written, expressed or implied, other than those contained herein. The applicable License supersedes any previous agreements between the Parties.

**11.2** No amendment to or modification of the applicable License is effective unless it is in writing, identified as an amendment to the applicable License, and signed by an authorized representative of each Party.

## **Article 12 – Governing Law and Jurisdiction**

**12.1** Any conflict or dispute between Orange Button International and End-User Licensee relating to the applicable License shall be governed solely by the laws of The Netherlands, excluding its conflict of laws principles.

**12.2** For any conflict or dispute between Orange Button International and End-User Licensee relating to the applicable License, solely the District Court of Rotterdam, The Netherlands, shall have jurisdiction, without prejudice to the right to appeal to the competent Dutch courts.

## **PART II**

### ***ORANGE BUTTON BIM LICENSE***

The following license-specific terms apply to End-User Licensees holding an Orange Button BIM License and are to be read together with the General Terms and Conditions set out in Part I. In the event of any conflict, these license-specific terms shall prevail.

### **BIM License – Specific Definitions**

In addition to the definitions in Article 1 of the General Terms, the following definitions apply to the BIM License:

**"BIM License"** means the license as granted by Orange Button International to End-User Licensee as set out in this Part II, entitling End-User Licensee to generate Clash Positions in accordance with its Monthly Clash Credits and Yearly Clash Credits and to access the BIM Firestop Suite and BIM One-Click Apps.

**"BIM License Fee"** means the license fee set out on [www.orangebutton.app](http://www.orangebutton.app) as payable by End-User Licensee to Orange Button International for a BIM License.

## **Article 13 – BIM License Grant**

**13.1** By accepting these terms and conditions and upon fulfilment of the payment obligations by End-User Licensee, Orange Button International grants to End-User Licensee an Orange Button BIM License.

**13.2** The End-User Licensee acknowledges and agrees that all Users collectively shall be entitled to generate Clash Positions in accordance with the Monthly Clash Credits and Yearly Clash Credits. Monthly Clash Credits may be exceeded once per calendar month; however, in no event shall the End-User Licensee, in the aggregate, exceed its Yearly Clash Credits within a License Year. Upon exceeding the Monthly Clash Credits in

a given month, or upon exhaustion of the Yearly Clash Credits, the End-User Licensee's ability to perform clash detection shall be automatically restricted until the start of the next calendar month or, in the case of exhausted Yearly Clash Credits, until commencement of the next License Year or activation of an upgraded BIM License, whichever occurs first. End-User Licensee may at any time upgrade to a higher-tier BIM License with increased Monthly Clash Credits and Yearly Clash Credits via its End-User Administrator Account on [www.orangebutton.app](http://www.orangebutton.app), whereupon clash detection functionality shall be restored immediately upon activation of the upgraded license.

**13.3** End-User Licensee is not entitled to transfer any rights and obligations as set out in the Agreement and/or these terms and conditions to any third party, and End-User Licensee is not entitled to grant any sub-license with regard to Orange Button to any third party.

**13.4** The Orange Button BIM License as granted by Orange Button International to End-User Licensee shall at all times be subject to these terms and conditions and shall be limited to the sole extent required for the purpose for which this license is granted and shall remain in effect only and as long as the End-User Licensee fully complies with its obligations towards Orange Button International and these general terms and conditions.

**13.5** The End-User Licensee acknowledges and agrees that each BIM License permits multiple Users within the End-User's organization to be assigned and to use Orange Button BIM, provided that each User is part of the same organization. The BIM License may be reassigned to other Users within the organization as needed.

**13.6** Upon registration each User shall receive a unique username and password. User is responsible for any misuse of the username and/or password. User is obliged to keep this information confidential to prevent unauthorized use. In case of misuse, End-User Licensee and/or User are obliged to immediately inform Orange Button International. User is prohibited from transferring the password to any third party.

#### **Article 14 – Term of BIM License**

**14.1** End-User Licensee agrees and is aware that the term for the Orange Button BIM License shall be at least one (1) License Year.

**14.2** Upon the expiration of the first License Year, the BIM License shall automatically renew for an additional License Year unless terminated by either Party by written notice, taking into account a notice period of at least thirty (30) days prior to the end of the applicable License Year.

#### **Article 15 – BIM License Fee and Suspension**

**15.1** End-User Licensee is aware that the BIM License Fee payable by End-User Licensee to Orange Button International for a BIM License is set out on [www.orangebutton.app](http://www.orangebutton.app).

**15.2** End-User Licensee hereby authorizes Orange Button International to automatically debit the BIM License Fee due from the bank account designated by End-User Licensee. End-User Licensee may choose between two payment options: (i) monthly debit of the BIM License Fee; or (ii) a single annual debit of the BIM License Fee. End-User Licensee shall indicate its preferred option upon executing the Orange Button BIM License.

**15.3** End-User Licensee ensures towards Orange Button International that sufficient funds are available in the designated bank account on the scheduled debit dates. In the event of a failed debit due to insufficient funds or other reasons within End-User Licensee's control, Orange Button International reserves the right to suspend End-User Licensee's access to Orange Button in accordance with the procedure set out in Article 15.4. Notwithstanding such suspension, End-User Licensee shall remain liable for the payment of all outstanding BIM License Fees.

**15.4** Suspension Procedure. Prior to suspending access, Orange Button International shall provide End-User Licensee with written notice of the payment failure and a cure period of five (5) business days within which End-User Licensee may remedy the failure. If the failure is not remedied within such cure period, Orange Button International may suspend access to Orange Button with immediate effect upon written notice. During suspension: (i) Users shall not be able to access Orange Button or generate Clash Positions; (ii) all project data shall be preserved and shall not be deleted; and (iii) the payment obligation of End-User Licensee shall continue to accrue. Orange Button International shall restore access within one (1) business day following confirmation of receipt of all outstanding amounts.

**15.5** Liability cap for BIM License. Should a court of law determine that Orange Button International is liable for damages incurred by an End-User Licensee holding a BIM License, the liability of Orange Button International is in any event limited to a maximum of the BIM License Fee received from the relevant End-User Licensee over the period of twelve (12) months preceding the event giving rise to the claim.

### **PART III**

#### ***ORANGE BUTTON OFFICE LICENSE***

The following license-specific terms apply to End-User Licensees holding an Orange Button OFFICE License and are to be read together with the General Terms and Conditions set out in Part I. In the event of any conflict, these license-specific terms shall prevail.

## **OFFICE License – Specific Definitions**

In addition to the definitions in Article 1 of the General Terms, the following definitions apply to the OFFICE License:

**"OFFICE License"** means the license as granted by Orange Button International to End-User Licensee as set out in this Part III, entitling End-User Licensee to access the Orange Button Environment and all features as described in Article 16.

**"OFFICE License Fee"** means the license fee set out on [www.orangebutton.app](http://www.orangebutton.app) as payable by End-User Licensee to Orange Button International for an OFFICE License.

### **Article 16 – OFFICE License Grant**

**16.1** By accepting these terms and conditions and upon fulfilment of the payment obligations by End-User Licensee, Orange Button International grants to End-User Licensee an Orange Button OFFICE License.

**16.2** End-User Licensee is aware and agrees that pursuant to an OFFICE License, Users shall have access to BIM Firestop Suite, BIM One-Click Apps and the Orange Button Environment including web-based Projects, BIM Engine, Clashlists, Floor Plans, Field Activities, Images, Documents, Report and Field Log generator. End-User Licensee also has access to all Mobile Functionalities.

**16.3** The End-User Licensee acknowledges and agrees that, pursuant to an OFFICE License (without a BIM License), all Users operating under such license collectively shall have access to Orange Button and shall be entitled, in the aggregate, to generate a maximum of two hundred (200) Clash Positions per calendar month and a maximum of two thousand four hundred (2,400) Clash Positions per License Year, irrespective of the number of individual Users.

**16.4** The End-User Licensee acknowledges and agrees that, pursuant to an OFFICE License combined with a BIM License, all Users collectively shall be entitled to generate Clash Positions in accordance with the Monthly Clash Credits and Yearly Clash Credits of the applicable BIM License. The overage and upgrade provisions of Article 13.2 (BIM License Grant) shall apply accordingly.

**16.5** End-User Licensee is aware and agrees that pursuant to each OFFICE License only one (1) User within End-User's organization is entitled to use Orange Button OFFICE. The OFFICE License may be reassigned to another User within the organization as needed.

**16.6** Upon registration each User shall receive a unique username and password. User is responsible for any misuse of the username and/or password. User is obliged to keep this information confidential to prevent unauthorized use. In case of misuse, End-User

Licensee and/or User are obliged to immediately inform Orange Button International. User is prohibited from transferring the password to any third party.

**16.7** End-User Licensee is not entitled to transfer any rights and obligations as set out in the Agreement and/or these terms and conditions to any third party, and End-User Licensee is not entitled to grant any sub-license with regard to Orange Button to any third party.

**16.8** The Orange Button OFFICE License as granted by Orange Button International to End-User Licensee shall at all times be subject to these terms and conditions and shall be limited to the sole extent required for the purpose for which this license is granted and shall remain in effect only and as long as the End-User Licensee fully complies with its obligations towards Orange Button International and these general terms and conditions.

#### **Article 17 – Term of OFFICE License**

**17.1** End-User Licensee agrees and is aware that the term for the Orange Button OFFICE License shall be at least one (1) License Year.

**17.2** Upon the expiration of the first License Year, the OFFICE License shall automatically renew for an additional License Year unless terminated by either Party by written notice, taking into account a notice period of at least thirty (30) days prior to the end of the applicable License Year.

#### **Article 18 – OFFICE License Fee and Suspension**

**18.1** End-User Licensee is aware that the OFFICE License Fee payable by End-User Licensee to Orange Button International for an OFFICE License is set out on [www.orangebutton.app](http://www.orangebutton.app).

**18.2** End-User Licensee hereby authorizes Orange Button International to automatically debit the OFFICE License Fee due from the bank account designated by End-User Licensee. End-User Licensee may choose between two payment options: (i) monthly debit of the OFFICE License Fee; or (ii) a single annual debit of the OFFICE License Fee. End-User Licensee shall indicate its preferred option upon executing the Orange Button OFFICE License.

**18.3** End-User Licensee ensures towards Orange Button International that sufficient funds are available in the designated bank account on the scheduled debit dates. In the event of a failed debit due to insufficient funds or other reasons within End-User Licensee's control, Orange Button International reserves the right to suspend End-User Licensee's access to Orange Button in accordance with the procedure set out in Article 18.4. Notwithstanding such suspension, End-User Licensee shall remain liable for the payment of all outstanding OFFICE License Fees.

**18.4 Suspension Procedure.** Prior to suspending access, Orange Button International shall provide End-User Licensee with written notice of the payment failure and a cure period of five (5) business days within which End-User Licensee may remedy the failure. If the failure is not remedied within such cure period, Orange Button International may suspend access to Orange Button with immediate effect upon written notice. During suspension: (i) Users shall not be able to access Orange Button; (ii) all project data shall be preserved and shall not be deleted; and (iii) the payment obligation of End-User Licensee shall continue to accrue. Orange Button International shall restore access within one (1) business day following confirmation of receipt of all outstanding amounts.

**18.5 Liability cap for OFFICE License.** Should a court of law determine that Orange Button International is liable for damages incurred by an End-User Licensee holding an OFFICE License, the liability of Orange Button International is in any event limited to a maximum of the OFFICE License Fee received from the relevant End-User Licensee over the period of twelve (12) months preceding the event giving rise to the claim.

## **PART IV**

### ***ORANGE BUTTON FIELD LICENSE***

The following license-specific terms apply to End-User Licensees holding an Orange Button FIELD License and are to be read together with the General Terms and Conditions set out in Part I. In the event of any conflict, these license-specific terms shall prevail.

Note: Article 5 of the General Terms (Limitation of Rights on Clash Output and Solutions Output) does not apply to the FIELD License, as FIELD License holders do not have access to BIM Firestop Suite, the Clash Engine or BIM One-Click Apps.

### **FIELD License – Specific Definitions**

In addition to the definitions in Article 1 of the General Terms, the following definitions apply to the FIELD License:

**"FIELD License"** means the license as granted by Orange Button International to End-User Licensee as set out in this Part IV, entitling End-User Licensee to access Orange Button FIELD to register firestop components and systems for its Customers.

**"FIELD License Fee"** means the license fee set out on [www.orangebutton.app](http://www.orangebutton.app) as payable by End-User Licensee to Orange Button International for a FIELD License.

### **Article 19 – FIELD License Grant**

**19.1** By accepting these terms and conditions and upon fulfilment of the payment obligations by End-User Licensee, Orange Button International grants to End-User Licensee an Orange Button FIELD License.

**19.2** End-User Licensee is, in accordance with the Orange Button FIELD License, licensed to access Orange Button FIELD to register firestop components and systems for its Customers. End-User Licensee shall have no access to a BIM License, BIM Firestop Suite, the Clash Engine or BIM One-Click Apps.

**19.3** End-User Licensee is aware and agrees that pursuant to each FIELD License only one (1) User within End-User's organization is entitled to use Orange Button FIELD.

**19.4** Upon registration each User shall receive a unique username and password. User is responsible for any misuse of the username and/or password. User is obliged to keep this information confidential to prevent unauthorized use. In case of misuse, End-User Licensee and/or User are obliged to immediately inform Orange Button International. User is prohibited from transferring the password to any third party.

**19.5** End-User Licensee is not entitled to transfer any rights and obligations as set out in the Agreement and/or these terms and conditions to any third party, and End-User Licensee is not entitled to grant any sub-license with regard to Orange Button to any third party.

**19.6** The Orange Button FIELD License as granted by Orange Button International to End-User Licensee shall at all times be subject to these terms and conditions and shall be limited to the sole extent required for the purpose for which this license is granted and shall remain in effect only and as long as the End-User Licensee fully complies with its obligations towards Orange Button International and these general terms and conditions.

## **Article 20 – Term of FIELD License**

**20.1** End-User Licensee agrees and is aware that the term for the Orange Button FIELD License shall be at least one (1) License Year.

**20.2** Upon the expiration of the first License Year, the FIELD License shall automatically renew for an additional License Year unless terminated by either Party by written notice, taking into account a notice period of at least thirty (30) days prior to the end of the applicable License Year.

## **Article 21 – FIELD License Fee and Suspension**

**21.1** End-User Licensee is aware that the FIELD License Fee payable by End-User Licensee to Orange Button International for a FIELD License is set out on [www.orangebutton.app](http://www.orangebutton.app).

**21.2** End-User Licensee hereby authorizes Orange Button International to automatically debit the FIELD License Fee due from the bank account designated by End-User Licensee. End-User Licensee may choose between two payment options: (i) monthly debit of the FIELD License Fee; or (ii) a single annual debit of the FIELD License

Fee. End-User Licensee shall indicate its preferred option upon executing the Orange Button FIELD License.

**21.3** End-User Licensee ensures towards Orange Button International that sufficient funds are available in the designated bank account on the scheduled debit dates. In the event of a failed debit due to insufficient funds or other reasons within End-User Licensee's control, Orange Button International reserves the right to suspend End-User Licensee's access to Orange Button in accordance with the procedure set out in Article 21.4. Notwithstanding such suspension, End-User Licensee shall remain liable for the payment of all outstanding FIELD License Fees.

**21.4** Suspension Procedure. Prior to suspending access, Orange Button International shall provide End-User Licensee with written notice of the payment failure and a cure period of five (5) business days within which End-User Licensee may remedy the failure. If the failure is not remedied within such cure period, Orange Button International may suspend access to Orange Button with immediate effect upon written notice. During suspension: (i) Users shall not be able to access Orange Button FIELD; (ii) all registered data shall be preserved and shall not be deleted; and (iii) the payment obligation of End-User Licensee shall continue to accrue. Orange Button International shall restore access within one (1) business day following confirmation of receipt of all outstanding amounts.

**21.5** Liability cap for FIELD License. Should a court of law determine that Orange Button International is liable for damages incurred by an End-User Licensee holding a FIELD License, the liability of Orange Button International is in any event limited to a maximum of the FIELD License Fee received from the relevant End-User Licensee over the period of twelve (12) months preceding the event giving rise to the claim.

## **PART V**

### ***ORANGE BUTTON FREEMIUM LICENSE***

The following license-specific terms apply to End-User Licensees holding an Orange Button Freemium License and are to be read together with the General Terms and Conditions set out in Part I. In the event of any conflict, these license-specific terms shall prevail.

#### **Freemium License – Specific Definitions**

In addition to the definitions in Article 1 of the General Terms, the following definitions apply to the Freemium License:

**"Freemium License"** means the license as granted by Orange Button International to End-User Licensee as set out in this Part V, entitling End-User Licensee to limited access to Orange Button as described in Article 22.

**"Freemium License Fee"** means the license fee set out on [www.orangebutton.app](http://www.orangebutton.app) as payable by End-User Licensee to Orange Button International for a Freemium License.

## **Article 22 – Freemium License Grant**

**22.1** By accepting these terms and conditions, Orange Button International grants to End-User Licensee an Orange Button Freemium License.

**22.2** End-User Licensee is aware and agrees that pursuant to a Freemium License, one (1) User within End-User's organization has limited access to Orange Button (BIM Firestop Suite) and is entitled to generate a maximum of two hundred (200) Clash Positions per calendar month and a maximum of two thousand four hundred (2,400) Clash Positions per License Year.

**22.3** End-User Licensee is aware and agrees that in accordance with a Freemium License the User: (a) has limited access to BIM Firestop Suite, BIM One-Click Apps and the Orange Button web-based environment; and (b) does not have access to web-based Floor Plans, Field Activities, Images, Documents, Report and Field Log generator. End-User Licensee also does not have access to all Mobile Functionalities.

**22.4** End-User Licensee is aware and agrees that pursuant to each Freemium License only one (1) User within End-User's organization is entitled to use Orange Button Freemium.

**22.5** Upon registration each User shall receive a unique username and password. User is responsible for any misuse of the username and/or password. User is obliged to keep this information confidential to prevent unauthorized use. In case of misuse, End-User Licensee and/or User are obliged to immediately inform Orange Button International. User is prohibited from transferring the password to any third party.

**22.6** End-User Licensee is not entitled to transfer any rights and obligations as set out in the Agreement and/or these terms and conditions to any third party, and End-User Licensee is not entitled to grant any sub-license with regard to Orange Button to any third party.

**22.7** End-User Licensee remains solely responsible for taking independent steps to verify the accuracy and validity of the results of the Clash Output and to take any necessary corrective measures.

**22.8** The Orange Button Freemium License as granted by Orange Button International to End-User Licensee shall at all times be subject to these terms and conditions and shall be limited to the sole extent required for the purpose for which this license is granted and shall remain in effect only and as long as the End-User Licensee fully complies with its obligations towards Orange Button International and these general terms and conditions.

## **Article 23 – Term of Freemium License**

**23.1** End-User Licensee agrees and is aware that the term for the Orange Button Freemium License shall each time be at least one (1) License Year.

**23.2** Upon the expiration of the first License Year, the Freemium License shall automatically renew for an additional License Year unless terminated by either Party by written notice, taking into account a notice period of at least one (1) day prior to the end of the applicable License Year.

## **Article 24 – Freemium License Fee and Suspension**

**24.1** End-User Licensee is aware that the Freemium License Fee payable by End-User Licensee to Orange Button International for a Freemium License is set out on [www.orangebutton.app](http://www.orangebutton.app).

**24.2** End-User Licensee hereby authorizes Orange Button International to automatically debit the Freemium License Fee due from the bank account designated by End-User Licensee. End-User Licensee may choose between two payment options: (i) monthly debit of the Freemium License Fee; or (ii) a single annual debit of the Freemium License Fee. End-User Licensee shall indicate its preferred option upon executing the Orange Button Freemium License.

**24.3** End-User Licensee ensures towards Orange Button International that sufficient funds are available in the designated bank account on the scheduled debit dates. In the event of a failed debit due to insufficient funds or other reasons within End-User Licensee's control, Orange Button International reserves the right to suspend End-User Licensee's access to Orange Button upon written notice. Notwithstanding such suspension, End-User Licensee shall remain liable for the payment of all outstanding Freemium License Fees.

**24.4** Liability cap for Freemium License. Should a court of law determine that Orange Button International is liable for damages incurred by an End-User Licensee holding a Freemium License, the liability of Orange Button International is in any event limited to a maximum of € 1,000 (in words: one thousand euros).