

# TERMS AND CONDITIONS FOR ACCESS AND USE OF THE SOFTWARE

## 1. Introduction and Consent

Welcome to the Sketchframer application (hereinafter, the "Software"), which acts as an extension of Sketchup.

**IMPORTANT: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THE SOFTWARE. BY DOWNLOADING, USING, OR INSTALLING THE SOFTWARE OR ANY PART THEREOF, THE PERSON ACCEPTS ALL THE TERMS SET FORTH HEREIN. IF YOU DO NOT ACCEPT ALL THE TERMS AND CONDITIONS, DO NOT USE OR ACCESS THE SOFTWARE.**

Each user who uses the Software (hereinafter, the "User") guarantees to Martinix SRL, a limited liability company incorporated in accordance with Law No. 16.060 of the Oriental Republic of Uruguay and registered in the RUT under number 217258420011, that they have full capacity and authority to participate in and comply with these Terms and Conditions of the Software (hereinafter, the "Terms and Conditions"). "User" means each individual who uses the Software.

The use and enjoyment of the license rights granted in accordance with the provisions of the Terms and Conditions shall be subject to compliance with the obligations assumed by the User. Failure to comply with any obligation, as well as failure to pay invoices for the license, shall entitle Martinix SRL to suspend and terminate the license rights.

## 2. Intellectual Property

By way of illustration but not limitation, the Software, and all content included therein, as well as: texts, illustrations, logos, trade names, information, software, graphics, images, music, sounds, content of all kinds, materials, signs, products, services, URLs, technology, HTML codes, included in the Software and in any other application or platform on which the Software operates, and all intellectual property rights, registered trademarks and service marks, are protected by the intellectual and industrial property rights of Martinix SRL. Therefore, it is strictly prohibited for the User to decompile, reproduce, copy, modify or otherwise manipulate any of the contents of the application, in whole or in part, or to modify it, whether in its external appearance or in its operational functioning.

At no time does Martinix SRL grant the User ownership rights over the Software or the Platform on which it operates, and under no circumstances shall this be understood to authorize its reproduction and public dissemination, assignment, sale, rental, or loan.

The license granted to the User is solely for the purpose of using and enjoying the benefits granted by it, and in the manner permitted by these terms and conditions.

The User agrees to comply with applicable laws in this case, including Copyright Law.

Except as expressly permitted in the Terms and Conditions, the User may not use, distribute, reproduce, publish, transmit or otherwise exploit the content of the application for any reason whatsoever, without the prior written consent of Martinix SRL. In some cases, the download or printing of content within the application (sketches, plans, models, details, technical information) may be

permitted for personal and non-commercial use only. For these purposes, the User agrees that they do not acquire any ownership rights over the Software.

### **3. Software Measurement and Activation**

Martinix SRL may use its internal network and Internet connection for the transmission of license-related data during the installation, registration, use or update of the software, and to validate the authenticity of license-related data to register your Software and protect Martinix SRL against illegal or unlicensed use of the Software.

Martinix SRL may include in the Software an integrated license measurement technology that helps prevent any unintentional infringement of the Terms and Conditions. You agree that said measurement module may send Martinix SRL an online notification confirming the use of the Software. You shall not disable, modify or interfere with the operation of any such module. Martinix SRL may use its internal network for license measurement.

### **4. Responsibility in the Use of the Application**

4.1 Martinix SRL, its subsidiaries, directors, shareholders, employees and authorized personnel, shall not be liable in any way to the User, or any other person for direct, consequential, indirect, special, incidental and punitive damages. Neither Martinix SRL nor its suppliers shall be liable for any loss of use, loss of data, failure of security mechanisms, business interruption, or any indirect, special, incidental, consequential damages of any kind (including loss of profits or data), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if advised in advance of the possibility of such damages. The Software shall not be used in an illegal or illicit manner, shall not infringe the legal rights of any third party, and shall not be capable of giving rise to legal action against the User or against Martinix SRL, the Software or a third party.

4.2 Martinix SRL is not responsible for any damage or viruses that may affect your device or other property as a result of accessing, downloading or installing the Software.

4.3 It is prohibited to send or transmit any illegal or illicit content, computer viruses or messages through the application that may violate or affect the rights of Martinix SRL or third parties.

4.4 Special Situations. By accepting the Terms and Conditions, the User expressly declares to acknowledge and accept that:

4.4.1 The Software does not perform calculations on the structure modeled with the Software. The Software does not perform load checks, support distance checks, or calculations of any kind. Consequently, the User is solely responsible for the calculations on the structure.

4.4.2 The Software takes the following default values: [profile types, profile spacing, panel heights, lintel heights, opening dimensions, overhangs, etc.]. The User may discretionally modify the values referred to in this clause to make the model at any time. Consequently, the User declares to be responsible at all times with respect to the values used to create the models (both the default values used by the Software and those values modified by the User).

4.4.3 The User expressly declares and acknowledges that neither Martinix SRL nor the Software shall be responsible for the eventual execution of an architectural work based on models generated from the Software. In any case, responsibility shall fall on the professionals in charge of designing and executing

the architectural work designated by the User for such purposes. The User expressly and specifically declares that structural problems in the construction work, the various pathologies, as well as work accidents related to the execution of the work and other contingencies arising from the execution of a construction work shall not be attributable to Martinix SRL, the Software, and/or its employees, directors, subsidiaries, affiliates, agents, representatives, shareholders, etc.

4.5 The User declares that responsibility for the execution of construction works for buildings, houses, and other surfaces shall fall entirely on said executor, releasing Martinix SRL, and/or its employees, directors, subsidiaries, affiliates, agents, representatives, shareholders, etc. from any and all direct or indirect liability.

4.6 The Software constitutes a tool for the preparation of plans and construction structures, and Martinix SRL, its employees, directors, subsidiaries, affiliates, agents, and representatives shall not be responsible for the subsequent use of the products generated by the Software.

## **5. Indemnities**

The User agrees to defend, indemnify and hold harmless Martinix SRL, and its affiliated, controlled and/or controlling companies, subsidiaries, directors, shareholders, employees, agents and representatives from any and all extrajudicial, administrative or judicial claims or actions arising from, or in any way related to, the improper use of the Software or resulting from the User's failure to comply with the Terms and Conditions and other policies arising from the application, including any liability or expense arising from all claims, losses, damages, lawsuits and/or jurisdictional proceedings, judgments, procedural costs and attorney's fees of any kind and nature, as well as any activity carried out by the User in connection with the application.

## **6. Modifications**

Martinix SRL may modify in any aspect and at any time the Terms and Conditions set forth herein, notifying the user thereof, who must accept them in order to continue using the application. For these purposes, whoever uses the Software is accepting the terms stipulated in the latest version.

## **7. Software Updates**

The Software may notify and inform you when Software Updates are available. The Software allows you to request and receive Updates automatically, and does so by default, although you have the option to disable this feature. Likewise, you must download and install the software on your device as this action does not occur automatically. "Updates" include maintenance releases, bug fixes and minor updates to your current version of the Software.

## **8. Consent to Data Use**

Martinix SRL may, directly or through third parties, collect and use technical information, information about you, and/or data that you provide in connection with your use of the Software or for the provision of maintenance and technical support for the Software. Martinix SRL will not use such information in a way that personally identifies you except to the extent necessary to provide maintenance and technical support or to improve the use of the Software including requesting feedback about the Software,

providing critical updates, notifications related to before the Software is released, or to improve the Software. You agree that, to the extent permitted by law, Martinix SRL assumes no responsibility with respect to the storage of your data or information.

The processing of personal data collected from the User in the use of the Software shall be governed by Martinix SRL's Privacy Policy. To access the use of the license, the User must expressly accept the Privacy Policy and all its modifications.

## **9. General**

### **9.1 Assignment**

This Agreement shall be binding upon and inure to the benefit of each of the successors and permitted assigns of each of the parties. Martinix SRL may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of the assets or voting shares of Martinix SRL, as well as to any other third party. The User may not assign or transfer this Agreement, in whole or in part, without the written consent of Martinix SRL. Any attempt to transfer or assign this Agreement without such written consent shall be declared null and void.

### **9.2 Severability**

If a court of competent jurisdiction declares any provision of this Agreement null or unenforceable, such provision shall be limited to the minimum necessary for these Terms and Conditions to remain in force.

## **10. Notices and Reports**

Any communication, notice or report under this document shall be made in writing. If made to Martinix SRL, such communication, notice or report shall be sent to the following email address: [info@sketchframer.com]. If the communication, notice or report is made to the User, such communication, notice or report shall be sent to the email address provided at the time of installing the Software.

## **11. Revocation**

The User may terminate these Terms and Conditions automatically by completely and permanently deleting the application. Notwithstanding the foregoing, the provisions of sections 2, 3 and 4 shall remain in force in the event of revocation or expiration of these Terms and Conditions.

## **12. Governing Law**

These Terms and Conditions shall be governed by and interpreted in accordance with the Laws of the Oriental Republic of Uruguay.

Any conflict of principle of law governing the application of the laws belonging to another jurisdiction shall be governed by and interpreted in accordance with the Laws of the Oriental Republic of Uruguay.

## **13. Compliance with Laws**

The User agrees to comply with all local laws and regulations relating to the download, installation and use of the Software.

The User acknowledges that the Software may be subject to export and import restrictions by certain foreign governments. You will not allow the departure or export from the relevant state, nor the export or re-export of any part of the Software or any direct product thereof, nor will you allow any third party to do so: (a) to any country that supports terrorism or is subject to embargo (or to a citizen or resident of any such country); (b) to any person included in the U.S. Department of Commerce Denied Parties List or the U.S. Department of the Treasury Specially Designated Nationals List; (c) to any country to which such export or re-export is restricted or prohibited, or for which the U.S. government or any agency thereof requires an export license or other government approval at the time of export or re-export without first obtaining such license or approval; or (d) that otherwise violates any restriction, law or regulation of any foreign or United States export or import authority or agency.

The User agrees to the foregoing and declares that they are not located in, nor under the control of, a national or resident of any of these prohibited countries nor on any list of such prohibited parties. The Software has an additional restriction and may not be used for the design or development of missile technology or biological, chemical or nuclear weapons, or for terrorist activities.

#### **14. Dispute Resolution**

Any dispute, conflict or claim with respect to these Terms and Conditions of Use, their interpretation, including any conflict regarding their acceptance, compliance or non-compliance, shall be subject to the current legislation of the Oriental Republic of Uruguay and shall be settled before the competent Courts established in the Oriental Republic of Uruguay.