

TERMS OF USE – BI Dry 3.0

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INTRODUCTION

These Terms of Use (the “**Terms**”) apply to your use of the software developed for simulating drying of concrete structures, called BI Dry 3.0 (the “**Software**”). The Software simulates the drying process under different conditions. More information about the Software is available at www.betong.heidelbergmaterials.se.

The Terms constitute a binding contract between you, duly acting on behalf of a corporation or other legal entity (the “**User**”, “**you**” or “**your**”), and Heidelberg Materials Northern Europe Aktiebolag (“**HMNE**”, “**we**” or “**us**”). The Software is solely intended for commercial or other professional use, to the exclusion of any private use.

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The License includes the right to download and install the Software on any compatible device or, where applicable, access the Software through a web link, and solely for the purpose of prediction, post-calculation and follow-up of the heat and strength development of concrete during hardening. Any other use is not permitted.

The License is limited in time and may include a beta-version (for testing purposes) of the Software.

USE OF THE SOFTWARE

In addition to any other user restrictions as provided for in these Terms and except as expressly permitted in these Terms, you may not:

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- (d) incorporate the Software with any other programs; and
- (e) make alterations to, or modifications of, the whole or any part of the Software.

SOFTWARE AVAILABILITY

The User is aware that the Software may be in beta testing phase and under development.

In order to evaluate, improve and further develop the Software, HMNE may ask the User to participate in voluntary surveys and interviews.

HMNE reserves the right to, at any time, modify, update and/or upgrade, temporarily or permanently, the Software (or any part thereof). The Software automatically checks for updates when started and notifies if a newer version is available for download. The check for updates function can be disabled in the Preference settings.

You agree that HMNE may suspend your access to the Software if HMNE, in its own discretion, believes that your use of the Software is causing immediate and/or ongoing harm to HMNE or others. Consequently, you agree that HMNE will not be liable to you or any third party for any suspension of access to the Software under such circumstances as described in the foregoing.

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TERMINATION

HMNE may terminate the Terms with immediate effect and at any time without prior notice, without incurring any liability whatsoever. The User may terminate these Terms at any time and the termination will be effective at the end of the current subscription period, if any.

Upon termination, you will not have access to the Software.

The Terms apply until the User has destroyed or deleted the Software and all backup copies of this and other materials related to the Software. However, the right to use the Software ceases with immediate effect if the User violates these Terms.

COMSOL MULTIPHYSICS® AND DATA FROM SMHI AND YR

The Software uses COMSOL Multiphysics® as a platform. When installing the Software, COMSOL Runtime™ is installed on the User's hardware.

HMNE does not reserve any rights regarding COMSOL Runtime™ and/or does not make any warranties or is in any way responsible for the function or consequences of using COMSOL Runtime™. The terms of use for COMSOL Runtime™ are accepted upon installation and can be found at www.comsol.com.

The Software uses open data with weather statistics and forecasts from SMHI and YR.

Data from SMHI is collected, processed and distributed in accordance with the license terms Creative Commons Attribution 4.0 International Public License.

Data from YR is based on data from MET Norway (The Norwegian Meteorological Institute) and is collected and processed and distributed in accordance with the Norwegian license for public data (NLOD) Creative Commons Attribution 4.0 International Public License.

MISCELLANEOUS

HMNE has the right to engage third parties to perform any part of its obligations under these Terms.

In the event any provision of the Terms is wholly or partly invalid, the validity of the Terms as a whole shall not be affected and the remaining provisions of the Terms shall remain valid. To the extent that such invalidity materially affects a party's benefit from, or performance under, these Terms, it shall be reasonably amended.

The User may not, wholly or partly, assign, pledge or otherwise dispose of its rights and/or obligations under these Terms without HMNE's prior written consent.

The Terms apply to use of the Software and do not change or alter any other contract or agreement between you and HMNE.

These Terms are also available in a Swedish version. In the event of a dispute between Swedish and English version, the Swedish version of these Terms shall prevail.

GOVERNING LAW AND DISPUTE RESOLUTION

These Terms shall be governed by the laws of Sweden.

Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be Swedish.

Each party undertakes to ensure that all arbitral proceedings conducted in accordance with these Terms shall be kept strictly confidential. This undertaking shall cover, inter alia, that arbitral proceedings have been initiated, all information disclosed during the course of such proceedings, as well as any decision or award made or declared by the arbitral tribunal. This Clause shall not restrict or prevent disclosure by a party of any information if and to the extent (i) the disclosure is required by law or applicable stock exchange regulations, or (ii) such disclosure has been approved by the other party in advance in writing.

CONTACT

If you have any questions or concerns regarding the Software, you may contact us by using the contact information below:

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