

# General Terms of Service Agreement (ToS)

## HyperHouse Technology AB

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### General Terms of Service Agreement between

HyperHouse Technology AB (Tessel Systems) org. nr. 556607-6815, BOX 70396, 107 24 Stockholm, Sweden (“Service Provider”) and a Customer (“User”)

### 1. General conditions

By accessing or using the Service Customer agrees to be bound by these Terms. If you are agreeing to this Agreement not as an individual but on behalf of your company, then “Customer” or “you” means your company, and you are binding your company to this Agreement. Customer access to and use of the Service is conditioned on Customer acceptance of and compliance with these Terms. These Terms apply to all Customers and other users (including “anonymous users”) who access or use the Service.

**Reseller and Partner Agreements:** This Agreement applies whether you purchase our Services directly from **HyperHouse Technology AB** or through our Partners.

List of authorized Partners is available at: [tessel.com/partners](http://tessel.com/partners)

### 2. Individual Customer Agreements

Each customer is bound by additional, individual SaaS agreement that takes precedence over and extends General Terms of Service Agreement. The General Terms of Service Agreement remains in place and regulate issues not covered by individual Agreements.

### 3. Service Availability

Guaranteed availability of the Service is not part of this Agreement and is regulated by individual Service Level Agreements (SLA). HyperHouse Technology AB will not be held liable for Customer inability to use the service beyond guarantees and extent stated in an individual SLA. A Customer acknowledges that service downtime might result from conditions beyond the control of Service Provider, e.g a network disturbance in the customer area.

### 4. Links and API calls to Third-Party Websites or Services

Our Service may contain links to third-party web sites or services that are not owned or controlled by Service Provider. Service Provider has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Service Provider shall not be responsible or liable, directly or indirectly, for any damage or loss caused or

alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

## 5. General Service Access

**HyperHouse Technology AB** grants a non-exclusive right to access and use the Services during the applicable Subscription Term. During the Term, Customer may (a) use the Services (b) integrate with the Service through API. Customer may not sublicense or transfer these rights.

You acknowledge that our Services are on-line, subscription-based products available to users that have entered into an agreement with **HyperHouse Technology AB** either directly or through Partner agreements.

Customer must have an Account to use the Services and is responsible for the information it provides to create the Account, the security of passwords for the Account, and for any use of its Account. If Customer becomes aware of any unauthorized use of its password or its Account, Customer shall notify Service Provider as promptly as possible.

Service Provider will take all reasonable efforts to secure customer access to the service on supported browsers but cannot guarantee that the supported browser compatibility will not be broken by third party updates (patches) released after the software was tested and released as a Service. Service Provider strongly advises to apply all available security patches (browser updates) on regular basis to avoid system vulnerability to attacks or other security breaches and unwanted interruptions.

Service Provider can block the Customer's access to the Service in case agreement obligations are not fulfilled, including payment delays from Customer. If the Customer payments are not settled for 3 months, the Service Provider reserves a right to suspend access to Service. If no consensus is reached for up to 6 months, the Customer data will be deleted from the Service after prior written notification to the Customer.

## 6. Anonymous Accounts (Data Access)

A default setting for a Service does not allow anonymous access to data. It's a sole responsibility of a Customer or agents authorized by the Customer to enable anonymous access and have a proper security configuration in place. A Service Provider cannot be held responsible for sensitive data being exposed through anonymous access channels if it was configured so by the Customer.

## 7. Customer Data

"Customer Data" means any data, content, video, images, files or other materials of any type that you (Authorized Users) upload, import, submit or otherwise transmit to or through Services by using your Account.

You will retain all right, title and interest in and to "Customer Data" in the form provided to Service Provider. Subject to the terms of this Agreement, you hereby grant to Service Provider a non-exclusive, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of "Customer Data", in each case solely to the extent necessary to provide the applicable Service to you and (b) for Services that enable you to share "Customer Data" or interact with other people (e.g. via publishing API),

to distribute and publicly perform and display “Customer Data” as you (or your Authorized Users) direct or enable through the Service (e.g. display on public integrated websites).

All “Customer Data” (e.g. drawings, metadata, user data) is always a property of the Customer and will never be used by the Service Provider for any other purpose than providing agreed services.

Customer data can be accessed by an authorized System Administration personnel representing Service Provider to resolve problems and support Customer operations. All Service Provider’ personnel accessing Customer Data is bound by a non-disclosure agreement.

Customer is responsible for ensuring that no files or data infected with a computer virus is sent to the Service by users authorized by Customer.

User Personal data (user name, full name, email, phone number, login activity, etc.) is governed by a separate “**Privacy Policy**”. A Customer is solely responsible for securing and managing any personal data stored outside of designated personal data locations.

## 8. Data Storage location

By default, all customer Data are stored and processed within **EEA (European Economic Area)** with the primary datacenter located in Stockholm, Sweden, unless an individual Customer agreement indicates different data storage and processing location. A Customer acknowledges that his Data can be accessed from outside the **EEA** through means of Internet connection by the Customer or its authorized Agents.

## 9. Use of Data

The Customer agrees that Service Provider may collect and use technical information (anonymized activity, feature and usage pattern) gathered from the Customer and/or its users in order to facilitate and improve the functionality and identify support needs of the Service. Any personal data submitted to Service Provider by the Customer shall be processed and/or transferred in strict accordance with the applicable data protection laws.

## 10. Services - network access (SSL)

Data access (connection) to Services is encrypted using industry standard SSL Certificates. Each Service plan includes an SSL certificate maintained by Service Provider. A custom certificate of any level can be used based on individual agreement and fees.

Minimum certificate specification used for all services:

- RSA 2048 bits (SHA256withRSA)
- Protocols: TLS 1.2, TLS 1.1, TLS 1.0
- Secure Renegotiation, Downgrade attack prevention, Forward Secrecy
- HTTP Strict Transport Security

Use of the hosted Services involves transmission of Customer Data over networks that are not owned, operated or controlled by Service Provider, and we are not responsible for any of Customer Data lost,

altered, intercepted or stored across such networks. (e.g. Man-in-the-middle attack). To mitigate the risk a Customer should always check if the Service is using a valid SSL certificate.

## 11. Service Infrastructure

Service infrastructure is located within a high security premises (Class 1) with both electronic and physical protective measures. Our collocation centre provides fault tolerant fire and power outage protection.

Service Provider ensures that every piece of equipment is fully redundant, that means that there is no single point of failure. That includes internet connection, firewalls, servers, hard drives as well as cooling, fire protection and uninterrupted power supply.

### Infrastructure Details for main Data Center

**Fire prevention** - Detection (alarm), heat and smoke detectors (over and under floors) as well as arc flash protection system (in accordance with RUS 110:5).

The facilities are approved by SBSC (Swedish Fire and Safety Certification). Fire alarms are connected to the facilities' fire alarms, which automatically contact emergency services.

**Fire extinguishing:** Fire classification EI60, in which every technical space is a separate fire cell. The facilities adhere to BFS 1993:57 Act 1994:847

**Cooling:** Optimal environmental control is maintained with precision cooling systems

**Power Supply:** Equipment is powered by A+B power systems. This implies two independent power channels to secure uninterrupted power supply that is maintained by battery and diesel-powered generators (24h runtime plus Fuel delivery 24/7 via on-call contracts) Switchgear installed in accordance with SS EN 60439-1/-3.

**On Premise Security:** The facilities fulfil requirements for security class II, in accordance with SSF 200:4. All walls in the outer protection are equipped with 1 mm steel plates (built in 2x double plaster boards). All doors in the outer protection fulfil security class II standards.

**On Premise Alarm:** Alarm (alarm class III, according to SSF130:7), with intrusion detection system. The facilities are camera-monitored 24x7 from Network Operation Center (NOC).

**Datacentre Access:** Card-key that requires a code, as well as a camera for ID-checks. Only authorized and pre-registered people have access.

## 12. Termination of Service

This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest.

At any time during the term of Agreement at the Customer's written request or upon the termination or expiration of Agreement for any reason, Service Provider shall promptly return to the Customer "Customer Data" in its possession or securely dispose of all such copies and certify in writing to the Customer that such Personal Information has been returned to Customer or disposed of securely. Service Provider shall comply with all [reasonable] directions provided by Customer with respect to the return or disposal of Customer Data. Additional fees for delivering an exported data in specified format will apply.

### **13. Copyright**

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### **14. API Usage**

The Service Provider grants limited, revocable, non-exclusive and non-transferable license to Customer or its integration partner to develop solutions using the Service.

Customer is responsible for

- controlling access to the API (user access rights)
- applying fair use practises and not abusing the API system (e.g. by overloading the system)
- all actions performed by integration partner under Customers Account

Service Provider may limit access to API or throttle number of requests handled by the API should it threaten stability and accessibility of the Service.

### **15. WARRANTIES; EXCLUSION OF LIABILITY; INDEMNIFICATION**

HyperHouse Technology AB and any third party who makes its software or content available in conjunction with or through HyperHouse Technology AB disclaim any responsibility for any harm resulting from Customer use (or use by Customer employees, agents or contractors) of the Service and/or any third-party software or content accessed in conjunction with or through the Service.

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