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Bluebeam® Revu®

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- f. **Controlling Language.** This EULA has been prepared in the English language and the English language shall control its interpretation. All notices to be provided by either party hereto shall be in the English language. In the event of any conflict between the English language version and any translation of this EULA that may be provided for convenience only, the English language meaning shall control.
- g. **Notices.** All notices required by this EULA shall be in writing, delivered via email, and effective upon receipt or if sent after 5pm PT then the next business day. Notices to Licensee shall be emailed to the email address of the Account Owner appointed by Licensee. Notices to Bluebeam shall be emailed to legal@bluebeam.com.
- h. **No Assignment.** This EULA is personal to Licensee and may not be transferred or assigned, voluntarily, by operation of law or otherwise, without Bluebeam's express written consent which may be withheld, delayed or conditioned in the sole discretion of Bluebeam. Provided Bluebeam grants such consent, this EULA shall be binding upon the assignee in the same manner that it is binding upon Licensee and Licensee is responsible for informing all Licensed Users and assignee's of the binding application of this EULA and all provisions contained herein.
- i. **Entire Agreement.** This EULA, including all exhibits and addendums hereto, contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior or contemporaneous discussion, understandings, communications, proposals, and agreements, whether written or oral.
 - i. This EULA may not be modified, amended or supplemented except in a writing signed by an authorized representative of Bluebeam except as allowed by [Section 20.i.ii.](#) below.
 - ii. This EULA expressly supersedes and completely replaces any and all prior end user license agreements for the Software. Bluebeam reserves the right to update this EULA. Any updates will be made available at www.bluebeam.com/revu/eula.
 - iii. Bluebeam shall not be bound by or liable to Licensee for any pre-existing or contemporaneous written or oral representations or warranties made by a third party with respect to the Software, including, without limitation, by a Reseller or their respective agents, employees or representatives, nor shall Licensee be deemed a third party beneficiary of any obligations of Bluebeam to any such Reseller.
 - iv. Any terms and conditions contained in Licensee's purchase order or other administrative document will not be effective as a modification or supplement to this EULA, regardless of whether Bluebeam objects to such form.

Bluebeam Customer Contact. If You have any questions concerning these terms and conditions, or if You would like to contact Bluebeam for any other reason, please call (626) 788-4100, or write: Bluebeam, Inc., 443 S. Raymond Avenue, Pasadena, California 91105 USA, Attention: Sales Operations. You may also reach us at <http://www.bluebeam.com>.

**MAINTENANCE SUBSCRIPTION
ADDENDUM A**

1. **Maintenance Subscription.** Upon timely payment of the Maintenance Fee, Bluebeam agrees to provide Licensee with Maintenance services with respect to the Software licensed hereunder. Maintenance is valid for one (1) year commencing on the Maintenance Start Date unless otherwise set forth in Licensee's Direct Purchase Quote or other signed written agreement by and between Bluebeam and Licensee. In no event will Bluebeam be required to perform Maintenance services in the event Licensee does not make timely payment of the Maintenance Fee.
2. **Renewal.** The Maintenance subscription may be renewed for additional periods of one (1) year upon payment of the Maintenance Renewal Fee on or before the Maintenance Renewal Date. Failure to pay the Maintenance Renewal Fee on or before the Maintenance Renewal Date shall cause the Maintenance subscription to terminate. In no event will Bluebeam be required to perform Maintenance services in the event Licensee does not make timely payment of the Maintenance Fee.
3. **Payment Terms.** The Maintenance Fee must be paid in advance of the commencement of the Maintenance subscription and each Maintenance Renewal Date or as otherwise set forth in a signed written agreement by and between Bluebeam and Licensee. The Maintenance Fees and Maintenance Renewal Fees are non-transferable. The Maintenance Fee is refundable only within the first thirty (30) days following the Maintenance Start Date. After the first thirty (30) days the Maintenance Fee is non-refundable.
4. **Termination; Non-Renewal:**
 - a. **Termination by Licensee.** Licensee may terminate the Maintenance subscription at any time upon providing thirty (30) days prior written notice to Bluebeam. Bluebeam will not refund any portion of the Maintenance Fee unless notice of termination is received by Bluebeam within thirty (30) days of the Maintenance Start Date.
 - b. **Termination by Bluebeam.** Bluebeam may terminate the Maintenance subscription (i) at any time and for any reason by providing Licensee with thirty (30) days prior written notice of termination or (ii) immediately upon written notice of termination due to a breach of Bluebeam's Acceptable Use Policy by Licensee or any Licensed User. Provided Bluebeam terminates Licensee's Maintenance subscription, Bluebeam will refund Licensee the pro-rata portion (calculated on a per month basis) of the Maintenance Fee applicable to the terminated portion of the subscription period.
 - c. **Automatic Termination.** The Maintenance subscription will terminate upon Licensee's failure to pay the Maintenance Renewal Fee on or before the Maintenance Renewal Date or as may be set forth in a signed written agreement between Bluebeam and Licensee.
 - d. Provided Licensee's Maintenance subscription terminates for any reason, Licensee's license to use the Software shall continue without the benefits of the Maintenance subscription.
5. **Reinstatement of Expired Maintenance.** If Licensee fails to renew the Maintenance subscription but subsequently desire to reinstate a Maintenance subscription, the following apply:
 - a. If the expired Maintenance is for the most recent version of the Software then being licensed by Bluebeam (e.g. the latest version of the Software being licensed is 2018 and the expired Maintenance applied to Licensee's license of version 2018), then Licensee shall pay all unpaid Maintenance Fees (not previously paid) plus a delayed maintenance fee; and
 - b. If the expired Maintenance is for a version of the Software that is not the most recently released version being licensed by Bluebeam (e.g. the version of the Software being licensed is 2018 and the expired Maintenance applies to a license of version 2016), then Licensee shall pay all applicable Licensee Fees for an Upgrade to the current version plus the then applicable Maintenance Fees.
6. **Definitions:** All capitalized terms used herein but not defined shall have the meanings set forth in the EULA.
 - a. "**Maintenance**" means an optional, add-on subscription service that includes (i) unlimited phone and email support during Bluebeam's standard support hours; (ii) the ability to assign and otherwise transfer the Software and the rights and obligations under this EULA in the event of a merger, acquisition or other corporate divestiture or reorganization notwithstanding Section 20.h. or the EULA and provided an assignment and assumption agreement is signed by Licensee (as the assignor), the assignee and Bluebeam; (iii) major version Upgrades at no additional charge; and (iv) access to Drawings on a one-for-one basis of Seats with active Maintenance for Drawings Uploaders.
 - b. "**Maintenance Fee**" is the annual per Seat fee in effect on the date Maintenance is purchased and/or renewed, as applicable, paid by Licensee to secure or renew its Maintenance subscription.
 - c. "**Maintenance Renewal Date**" is the on-going annual anniversary of the Maintenance Start Date. The Maintenance Renewal Date is listed on the license certificate as the "Subscription Expiration" date.
 - d. "**Maintenance Start Date**" is the later of the date on Licensee's purchase order or the Maintenance activation date.

**ENTERPRISE LICENSE SUBSCRIPTION
ADDENDUM B**

1. **Enterprise License Subscription.** Upon timely payment of the ELS Fee, Bluebeam agrees to provide Licensee with one (1) Enterprise License Key. Licensee agrees to use the Enterprise License Key to assign, un-assign and re-assign Seats between Licensee's Devices and Licensed Users provided the Single User Ratio is maintained at all times. This Enterprise License is valid for one (1) year commencing on the ELS Start Date unless otherwise set forth in Licensee's Order Form or other signed written agreement by and between Bluebeam and Licensee. Bluebeam will invalidate Licensee's Enterprise License Key if Licensee fails to pay the ELS Fee as agreed.
2. **Payment Terms.** The ELS Fee must be paid in advance of the commencement of the Enterprise License subscription and each ELS Renewal Date or as otherwise set forth in a signed written agreement by and between Bluebeam and Licensee. The ELS Fee is non-transferable. The ELS Fee is refundable only within the first thirty (30) days after its payment. After the first thirty (30) days the ELS Fee is non-refundable.
3. **Enterprise License Subscription Requirements.**
 - a. **Maintenance.** Licensee is required to secure and maintain a Maintenance subscription to be eligible to license an Enterprise License Key. If Licensee's Maintenance subscription terminates, for any reason, the Enterprise License subscription shall simultaneously terminate. Licensee's license to use the Software shall continue without the benefits of the Maintenance subscription and Enterprise License subscription. Licensee shall have thirty (30) days to unregister the Software from all Devices and re-register non-Enterprise License versions of the Software. Failure to unregister and re-register non-enterprise License versions shall be deemed a material breach of this EULA and grounds for immediate termination.
 - b. **Upgrades.** Upon release of an Upgrade, Licensee is required to unregister the Software from all Devices and re-register the Upgrade. Provided Licensee has not unregistered the Software but has already downloaded the Upgrade and Licensee fails to unregister the Software for a period of thirty (30) days, Bluebeam shall invoice Licensee for the then-current full retail price of the Software (not the discounted Upgrade price). Licensee agrees to pay such invoice within ten (10) days of the receipt thereof.
 - c. **Confidentiality of Enterprise License Key.** It is Licensee's sole responsibility to maintain the confidentiality and integrity of the Enterprise License Key. Provided the confidentiality is breached or Licensee suspects it is breached, Licensee will notify Bluebeam immediately so that the Enterprise License Key can be disabled and a new Enterprise License Key assigned to Licensee.
4. **Enterprise License Subscription Management.**
 - a. **Non-Compliance with Single User Ratio.** If at any time Licensee assigns Seats to a number of Devices and/or Licensed Users in excess of five percent (5%) of the total number of licensed Seats (the "Overage Allowance"), Licensee will be prohibited from assigning a Seat to a new Device until the overage has been corrected by Licensee or additional Seats have been licensed by Licensee. For purposes of clarification only, if Licensee has licensed twenty (20) seats, Licensee may exceed the Single User Ratio by one (1) Device or Licensed User (but not both) for a period of up to but not exceeding thirty (30) days. If at any time Licensee's Single User Ratio exceeds the Overage Allowance for a period of thirty (30) days, Bluebeam reserves the right to unregister the number of Devices as is required to obtain compliance with the Single User Ratio.
 - b. **Automatic Seat Release.** Licensee's Devices periodically communicate with Bluebeam's license server over the internet to validate the Single User Ratio and monitor the Overage Allowance. After fifteen (15) days without a communication from Licensee's Device, the license server will automatically release the Seat from the Device. All Inactive Seats will remain unassigned until such time as the earlier of (i) the Seat is affirmatively assigned to a Device by Licensee, or (ii) the previously assigned Device communicates with the Bluebeam's license server and re-engages the Seat.
 - c. **Gateway Access.** Promptly following the ELS Start Date, Bluebeam will issue Licensee's Enterprise License Key and grant Licensee access to the Gateway. Licensee is required to create and maintain a password to access the Gateway. It is Licensee sole responsibility to keep such password confidential and to prevent the unauthorized use of Licensee's password. In the event the password is forgotten or compromised, Licensee must contact Bluebeam immediately.
5. **Term and Termination.**

- a. Term. The Enterprise License Key is valid for one (1) year commencing on the ELS Start Date unless otherwise set forth in Licensee's Order Form or other signed written agreement by and between Bluebeam and Licensee. The Enterprise License subscription will automatically renew for additional periods of one (1) year upon Licensee's payment of the ELS Fee on or before the ELS Renewal Date.
 - b. Termination by Licensee. Licensee may terminate the Enterprise License subscription at any time upon providing thirty (30) days prior written notice to Bluebeam. Bluebeam will not refund any portion of the ELS Fee unless notice of termination is received by Bluebeam within thirty (30) days of the ELS Start Date.
 - c. Termination by Bluebeam. Bluebeam may terminate the Enterprise License subscription at any time upon providing Licensee with thirty (30) days prior written notice. Provided Bluebeam terminates Licensee's Enterprise License subscription, Bluebeam will refund Licensee the pro-rata portion (calculated on a per month basis) of the ELS Fee applicable to the terminated portion of the subscription period.
 - d. Automatic Termination. If Licensee's Single User Ratio exceeds the Overage Allowance for a period of sixty (60) days, Bluebeam reserves the right to terminate this Addendum and revoke the Enterprise License Key.
6. **Definitions**. All capitalized terms used herein but not defined shall have the meanings set forth in the EULA.
- a. "Enterprise License" means an optional, annual, add-on subscription service available that allows Licensee to use an Enterprise License Key to manage Licensee's Seat assignments to Licensed Users and Devices.
 - b. "Enterprise License Key" means a unique identifier assigned by Bluebeam to Licensee that allows Licensee to access the Gateway and manage the Seats assigned to Licensee's Licensed Users and Devices.
 - c. "ELS Fee" means the annual per Seat fee in effect on the date the Enterprise License Key is licensed and/or renewed, as applicable, that Licensee pays to secure or renew its annual Enterprise License subscription.
 - d. "ELS Renewal Date" means each annual anniversary of the ELS Start Date.
 - e. "ELS Start Date" means the later of (i) the date on Licensee's purchase order or (ii) the Enterprise License subscription activation date; or (iii) the Maintenance Start Date.
 - f. "Gateway" means Bluebeam's online portal accessible via the internet that allows Licensee to view and manage Licensee's Seat to Device to Licensed User assignments.
 - g. "Inactive Seat" means a Seat assigned to a Device that has not connected to the internet for a period of fifteen (15) days.
 - h. "Single User Ratio" means ratio established in Section 1 of the EULA, by which Licensee may install and use one (1) Seat of the Software on one (1) Device for use by one (1) Licensed User.

**OPEN LICENSE SUBSCRIPTION
ADDENDUM C**

1. **Open License Subscription.** Upon timely payment of the OL Fee, Bluebeam grants Licensee a limited, non-exclusive, personal, non-sublicenseable, non-transferable right and license to one (1) OL Key to access and use Bluebeam's cloud-based authorization system to distribute the OL Seats among Licensee's Licensed Users.
 - a. **Modification of Single User Ratio.** Notwithstanding anything to the contrary in the EULA and provided Licensee's Open License subscription remains current, the Software may be installed on an unlimited number of Devices provided that at no time shall the number of Licensed Users exceed the number of licensed OL Seats.
 - b. **Gateway Access.** Bluebeam will grant Licensee access to the Gateway to manage the OL Key and OL Seat assignments and reassignments.
 - c. **Confidentiality of OL Key.** It is Licensee's sole responsibility to maintain the confidentiality and integrity of the OL Key. Provided the confidentiality is breached or Licensee suspects it is breached, Licensee will notify Bluebeam immediately so that the OL Key can be disabled and a new OL Key assigned to Licensee.
 - d. **Licensed OL Seats and New OL Seats.** Licensee may add New OL Seats to Licensee's Open License subscription at any time during the Term upon payment of a pro-rated portion of the OL Fee (determined based on the number of months remaining in the then current annual subscription term). Licensee may only reduce the number of OL Seats once each annual period upon written notice to Bluebeam at least fifteen (15) days prior to the OL Renewal Date.
 - e. **OL Seat Usage.** The Gateway will show that an OL Seat is in use by a Licensed User when any of the following occur: (i) the Software is open and in Markup Mode and has connected to the internet within the last hour; or (ii) when the Script Editor or Stapler (features of the Software) are open and have connected to the internet within the last hour; or (iii) when a PDF processing action from a third party application running a Software plugin is in progress (see <https://support.bluebeam.com/articles/bluebeam-revu-compatibility-chart/> for a list of current plugins).
2. **Payment Terms.** The OL Fee must be paid in advance of the commencement of the Open License subscription and each OL Renewal Date or as otherwise agreed by and between Bluebeam and Licensee. The OL Fee is non-transferable. The OL Fee is refundable only within the first thirty (30) days after its payment. After the first thirty (30) days the OL Fee is non-refundable.
3. **Term and Termination.**
 - a. **Term.** The Open License subscription and OL Key is valid for one (1) year commencing on the OL Start Date unless otherwise set forth in Licensee's Order Form or other signed written agreement by and between Bluebeam and Licensee. The Open License subscription will automatically renew for additional periods of one (1) year upon Licensee's payment of the OL Fee on or before the OL Renewal Date. Failure to pay the OL Fee on or before the OL Renewal Date shall cause the Open License subscription to terminate and the OL Key to become invalidated.
 - b. **Termination by Licensee.** Licensee may terminate the Open License subscription at any time upon providing thirty (30) days prior written notice to Bluebeam. Bluebeam will not refund any portion of the OL Fee unless notice of termination is received by Bluebeam within thirty (30) days of the OL Start Date.
 - c. **Termination by Bluebeam.** Bluebeam may terminate the Open License subscription at any time upon providing Licensee with thirty (30) days prior written notice. Provided Bluebeam terminates Licensee's Open License subscription, Bluebeam will refund Licensee the pro-rata portion (calculated on a per month basis) of the OL Fee applicable to the terminated portion of the subscription period.
4. **Definitions.** All capitalized terms used herein but not defined shall have the meanings set forth in the EULA.
 - a. **"Open License"** means an optional, annual, add-on subscription service that allows Licensee to use an OL Key to manage Licensee's OL Seat assignments to Licensed Users.
 - b. **"OL Key"** means a unique identifier assigned by Bluebeam to Licensee that allows Licensee to (a) install the Software; and (b) assign, release, reassign and/or revoke OL Seats to and/or from Licensed Users.
 - c. **"OL Fee"** means the annual per Seat fee in effect on the date the OL Key is licensed and/or renewed, as applicable, that Licensee pays to secure or renew its annual Open License subscription.
 - d. **"OL Key"** means the open license key that allows Licensee to access the Gateway and administer the OL Seats.
 - e. **"OL Renewal Date"** means each annual anniversary of the OL Start Date.
 - f. **"OL Start Date"** means the later of (i) the date on Licensee's purchase order or (ii) the Open License subscription activation date.
 - g. **"OL Seats"** means the number of Seats licensed by Licensee according to the terms of this Open License subscription as set forth in one or more license certificates issued by Bluebeam.

- h. "New OL Seats" means any additional OL Seats licensed by Licensee during the Term and added to Licensee's Open License subscription
- i. "Gateway" means Bluebeam's online portal accessible via the internet that allows Licensee to view and manage Licensee's OL Seat to Device to Licensed User assignments.
- j. "Single User Ratio" means ratio established in Section 1 of the EULA, by which Licensee may install and use one (1) Seat of the Software on one (1) Device for use by one (1) Licensed User.