



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia Master Agreement

Order Date: 06-29-2022

CORRECT ORDER NUMBER MUST
APPEAR ON ALL PACKAGES, INVOICES,
AND SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CMA 0803 0081 DOT2200000083 1	Procurement Folder:	1030371
Document Name:	Bluebeam Revu eXtreme Software (81220097)	Reason for Modification:	
Document Description:	Bluebeam Revu eXtreme Software (81220097)		
Procurement Type:	Central Master Agreement		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-07-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-06-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: VS0000016947 KELAR PACIFIC LLC 5777 W CENTURY BLVD STE 1575 LOS ANGELES CA 90045 US Vendor Contact Phone: 800-578-2457 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>No</td><td></td><td></td></tr><tr><td>#3</td><td>No</td><td></td><td></td></tr><tr><td>#4</td><td>No</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Lisa L DiNallo Requestor Phone: 304-352-0540 Requestor Email: lisa.l.dinallo@wv.gov 23 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US	STRATEGIC DATA MANAGEMENT & TECHNOLOGY DIVISION DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720 CHARLESTON WV 25305 US

Purchasing Division's File Copy

Total Order Amount:

Open End

ENTERED

PURCHASING DIVISION AUTHORIZATION
DATE: *Tara H 7/27/2022*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE: *John S. Gray*
ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
DATE: *9/01/2022*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The Vendor, Kelar Pacific LLC, agrees to enter with the West Virginia Department of Transportation (WVDOT), West Virginia Division of Highways (WVDOH), into an open-end contract to provide Bluebeam Revu eXtreme Software per the Specifications, Terms and Conditions, Bid Requirements, Addendum_1 dated 05/04/2022 and the Vendor's bid dated 05/04/2022, incorporated herein by reference and made apart hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81112200			EA	81.000000
Service From		Service To			

Commodity Line Description: Bluebeam Annual Maint Subscription-existing licenses (550)

Extended Description:

Bluebeam Annual Maintenance Subscription-existing licenses

Qty: 550

Effective term: 07/01/22 - 06/30/23

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81112200			EA	9.000000
	Service From	Service To			

Commodity Line Description: Bluebeam Annual Enterprise License fee-existing license(550)

Extended Description:

Bluebeam Annual enterprise License Fee -existing licenses

Qty: 550

Effective term: 07/01/22 - 06/30/23

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	43230000			EA	485.000000
Service From		Service To			

Commodity Line Description: Bluebeam Revu eXtreme End User license - New license

Extended Description:

Bluebeam Revu eXtreme End User License - new licenses

Effective term: one (1) year

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81112200			EA	120.000000
Service From		Service To			

Commodity Line Description: Bluebeam Annual Maintenance Subscription- New license

Extended Description:

Bluebeam Annual Maintenance Subscription - new license

Effective term: one(1) year upon award

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81112200			EA	8.000000
	Service From	Service To			

Commodity Line Description: Bluebeam Annual Enterprise License fee-New license

Extended Description:
 Bluebeam Annual enterprise License Fee -New license
 Effective term: one (1) year upon award

ORDER OF PRECEDENT AND MODIFICATION AGREEMENT

THIS ORDER OF PRECEDENT AND MODIFICATION AGREEMENT, by and between BLUEBEAM REVU EXTREME SOFTWARE ("Bluebeam") and the STATE OF WEST VIRGINIA ("State") is intended to provide an order of priority for the various documents that comprise the contract resulting from the solicitation identified as DOT 2200000083, Procurement Folder # 1030371, (the "Contract") and to modify those documents as necessary

The Parties Agree as follows:

1. **Order of Precedence:** The Contract is comprised of the documents listed in this section. The terms and conditions contained in the various documents shall be interpreted according to the priority given to the Contract document in this section.

Contract Documents:

- a. This Addendum - First in priority.
- b. State of West Virginia General Terms and Conditions attached hereto as Exhibit A – Second Priority
- c. Mandatory Requirements contained in the Solicitation and Addenda attached hereto as Exhibit B – Third Priority
- d. Bluebeam Bid and other documents attached hereto as Exhibit C – Fourth Priority

The Parties are signing this Addendum on the date stated below the signature.

BLUEBEAM REVU EXTREME SOFTWARE

STATE AGENCY

By: Chelsi Lane

By: Carla Rotsch

Its: clome

Its: Business Manager

Date: 7/25/2022

Date: 7-26-22

RECEIVED

JUL 26 2022

BUSINESS MANAGERS
ALL

EXHIBIT A

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☒ **Other:** Contract Term specified in Exhibit B - Specifications

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

Revised 04/01/2022

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg.5
Charleston, WV 25305

☐

☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 - 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 - 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Chelsi Lane, Account Manager

(Printed Name and Title) Chelsi Lane, Account Manager

(Address) 6020 Cornerstone Ct. W. Ste. 105, San Diego, CA 92121

(Phone Number) / (Fax Number) (800)578-2457 / (858)597-4157

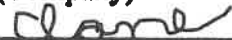
(email address) chelsi.lane@kelarpacific.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Kelar Pacific, LLC.

(Company)



Chelsi Lane, Account Manager

(Authorized Signature) (Representative Name, Title)

Chelsi Lane, Account Manager 6/1/2022

(Printed Name and Title of Authorized Representative) (Date)

(800)578-2457 / (858)597-4157

(Phone Number) (Fax Number)

chelsi.lane@kelarpacific.com

(Email Address)

EXHIBIT B

REQUEST FOR QUOTATION
Bluebeam Revu eXtreme

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish an open end contract to purchase software licenses of Bluebeam Revu eXtreme including support/maintenance/enterprise licensing. This solicitation also includes support/maintenance/enterprise licensing for the existing WVDOT 550 licenses, which expire on June 30, 2022. The maintenance period under this contract will be one (1) year for existing licenses and for new licenses a period of one (1) year from date of the award.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1 “Contract Item” or “Contract Items”** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 “Pricing Pages”** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A, and used to evaluate the Solicitation responses.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 3. GENERAL REQUIREMENTS:**
 - 3.1 Contract Items and Mandatory Requirements:** Vendor shall provide Agency with the Contract Items listed below. Contract Items must meet or exceed the mandatory requirements as shown below.
 - 3.1.1 General Operating Requirements**
 - 3.1.1.1** Must be compatible with 32-bit and 64-bit Windows 10 operating systems.
 - 3.1.1.2** Must be integrated with Bentley ProjectWise for integrated saving and retrieval of documents.
 - 3.1.2 Bluebeam Revu eXtreme Annual Maintenance Software Subscriptions - Quantity of Five Hundred-Fifty (550)**
 - 3.1.2.1** Must quote price for yearly maintenance.
 - 3.1.2.2** Must include free major and minor upgrades.
 - 3.1.2.3** Must include free phone support for all users.
 - 3.1.2.4** Effective term one (1) year: July 1, 2022- June 30, 2023

REQUEST FOR QUOTATION
Bluebeam Revu eXtreme

3.1.3 Bluebeam Revu 2016 eXtreme Enterprise License Fee - Quantity of Five Hundred-Fifty (550)

- 3.1.3.1 Must have centralized licensing service available that provides a gateway to track software usage and users – or equal. Enterprise license fee must be included for existing licenses.
- 3.1.3.2 Effective term one (1) year: July 1, 2022- June 30, 2023

3.1.4 Bluebeam Revu eXtreme End User License – new licenses

- 3.1.4.1 Must support Bluebeam Revu eXtreme 2018 and provide upgrade and licensing for current version(s) during the maintenance period.
- 3.1.4.2 Must have the capabilities for professional PDF creation, markup, editing, OCR, redaction, PDF forms editing and scripting.
- 3.1.4.3 Markup capabilities must include:
 - 3.1.4.3.1 Must have the ability to create a “tool chest” for customization of markup tools.
 - 3.1.4.3.1.1 Must have the ability to create and have available for upload, a company standard tool chest for use by staff in specific areas.
 - 3.1.4.3.1.2 Must be able to create custom markups and save them to a personal tool chest.
 - 3.1.4.3.1.3 Must have a Markups List that tracks annotations.
 - 3.1.4.3.1.4 Markups list must have the capabilities to filter by columns, create custom columns for adding formulas, and be exported to Excel and PDF formats.
 - 3.1.4.3.1.5 Must have the ability to calibrate plan measurement with separate x and y scale.
 - 3.1.4.3.1.6 Must have the ability to take measurements using different scales in the same pdf.
 - 3.1.4.3.1.7 Must have the ability to manage markups in different layers.
 - 3.1.4.3.1.8 Must be able to generate a dynamic legend to display markups and measurements.
 - 3.1.4.3.1.9 Must be able to create markup summary reports across multiple files.

REQUEST FOR QUOTATION
Bluebeam Revu eXtreme

- 3.1.4.3.1.10 Must be able to compare drawings of different sized and scales with overlay pages.
- 3.1.4.4 Must have the ability to manage 3D pdfs.
 - 3.1.4.4.1 Must have the ability to create 3D PDFs from IFC and U3D files.
 - 3.1.4.4.2 Must be able to markup and manipulate 3D PDFs.
- 3.1.4.5 Must have the ability to create profiles for different user interfaces.
- 3.1.4.6 Must have the ability to view multiple and split screens.
- 3.1.4.7 Must have the ability to do batch processing.
- 3.1.4.8 Must have the ability to OCR scanned files.
- 3.1.4.9 Must have the ability to create digital forms.
- 3.1.4.10 Must have the ability to flatten all markups and stamps to an unchangeable pdf format.
- 3.1.4.11 Must have the ability to use stamps.
- 3.1.4.12 Must have Visual Search capabilities.
- 3.1.4.13 Must quote price for annual maintenance.
 - 3.1.4.13.1 Must include free major and minor upgrades.
 - 3.1.4.13.2 Must include free phone support for all users
 - 3.1.4.13.3 New Bluebeam licenses must be able to be consolidated with the existing Bluebeam license pool maintenance renewal.
- 3.1.4.14 Must have centralized licensing service available that provides a gateway to track software usage and users – or equal.
Enterprise license fee must be included for all new licenses.
- 3.1.4.15 Effective term one (1) year from date of award.

3.2 Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

4. CONTRACT AWARD:

- 4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

REQUEST FOR QUOTATION
Bluebeam Revu eXtreme

4.2 Pricing Pages: Vendor should complete the Pricing Pages by completing the cost table included as Exhibit A. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

5. ORDERING AND PAYMENT:

5.1 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

5.2 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

6. DELIVERY AND RETURN:

6.1 Delivery Time: Vendor shall deliver standard orders within ten (10) working days after orders are received. Vendor shall deliver emergency orders within five (5) working day(s) after orders are received. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

6.3 Delivery Payment/Risk of Loss: Standard order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.

REQUEST FOR QUOTATION
Bluebeam Revu eXtreme

6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.

6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

7. VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

- 7.1.1** Failure to provide Contract Items in accordance with the requirements contained herein.
- 7.1.2** Failure to comply with other specifications and requirements contained herein.
- 7.1.3** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 7.1.4** Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

- 7.2.1** Immediate cancellation of the Contract.
- 7.2.2** Immediate cancellation of one or more release orders issued under this Contract.
- 7.2.3** Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

REQUEST FOR QUOTATION
Bluebeam Revu eXtreme

8.2 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

8.3 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Chelsi Lane

Telephone Number: (800)578-2457

Fax Number: (858)597-4157

Email Address: chelsi.lane@kelarpacific.com



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Info Technology

Proc Folder: 1030371

Doc Description: ADDENDUM NO_1 Bluebeam Revu eXtreme Software (81220097)

Reason for Modification:

ADDENDUM NO_1
Vendor Questions and Responses

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2022-05-04	2022-05-19 13:30	CRFQ 0803 DOT2200000162	2

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community.

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation to establish an open end contract to purchase software licenses of Bluebeam Revu eXtreme including support/maintenance/enterprise licensing. This solicitation also includes support/ maintenance/enterprise licensing for the existing WVDOT 550 licenses, which expire on June 30, 2022. The maintenance period under this contract will be one (1) year for existing licenses and for new licenses a period of one (1) year from date of the award. Per the Bid Requirements, Specifications, Terms and Conditions attached to this solicitation.

INVOICE TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON
US

WV

SHIP TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Bluebeam Annual Maint Subscription-existing licenses (550)	550.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Bluebeam Annual Maintenance Subscription-existing licenses

Qty: 550

Effective term: 07/01/22 - 06/30/23

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Bluebeam Annual Enterprise License fee-existing license(550)	550.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Bluebeam Annual enterprise License Fee -existing licenses

Qty: 550

Effective term: 07/01/22 - 06/30/23

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Bluebeam Revu eXtreme End User license - New license	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
43230000			

Extended Description:

Bluebeam Revu eXtreme End User License - new licenses

Effective term: one (1) year

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Bluebeam Annual Maintenance Subscription- New license	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Bluebeam Annual Maintenance Subscription - new license
Effective term: one(1) year upon award

INVOICE TO				SHIP TO			
DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720				DEPT. OF TRANSPORTATION 1900 KANAWHA BLVD E, BLD. 5 RM-720			
CHARLESTON		WV		CHARLESTON		WV	
US				US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Bluebeam Annual Enterprise License fee-New license	25.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81112200			

Extended Description:

Bluebeam Annual enterprise License Fee -New license
Effective term: one (1) year upon award

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Tech Questions due by 10:00am	2022-05-09

SOLICITATION NUMBER: CRFQ DOT2200000162

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000162 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Additional Documentation:

Vendor Questions and Responses

Bid Opening remains 05/19/2022 at 1:30pm

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

Question

Can we please get a list of the serial numbers for their existing Bluebeam licenses? We need them to make a quote for this project. Thanks for your help.

Response

Serial Number 9822694

Also, please note the (550) licenses maintenance expire on July 23, 2022.

The RFQ Specifications incorrectly lists the expiration dates as June 30, 2022. June 30, 2022 is when CMA DOT20*68 expires; pardon my mistake regarding the dates.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000162

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Kelar Pacific, LLC.

Company



Authorized Signature

6/1/2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

EXHIBIT C

Procurement Folder: 1030371

Procurement Type: Central Master Agreement

Vendor ID: VS0000016947

Legal Name: KELAR PACIFIC LLC

Alias/DBA:

Total Bid: \$64,825.00

Response Date: 05/04/2022

Response Time: 19:34

Responded By User ID: momansour

First Name: Mo

Last Name: Mansour

Email: admin@kolarpacific.com

Phone: 858-768-6053

SO Doc Code: CRFQ

SO Dept: 0803

SO Doc ID: DOT2200000162

Published Date: 5/4/22

Close Date: 5/19/22

Close Time: 13:30

Status: Closed

Solicitation Description: ADDENDUM NO. 1 Bluebeam Revu eXtreme Software

Total of Header Attachments: 0

Total of All Attachments: 0



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1030371
Solicitation Description: ADDENDUM NO_1 Bluebeam Revu eXtreme Software (81220097)
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2022-05-19 13:30	SR 0803 ESR05042200000006932	1

VENDOR
VS0000016947
KELAR PACIFIC LLC

Solicitation Number: CRFQ 0803 DOT2200000162

Total Bid: 64825

Response Date: 2022-05-04

Response Time: 19:34:37

Comments:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

**Vendor
Signature X**

FEIN#

DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Bluebeam Annual Maint Subscription-existing licenses (550)	550.00000	EA	81.000000	44550.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Bluebeam Annual Maintenance Subscription-existing licenses

Qty: 550

Effective term: 07/01/22 - 06/30/23

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Bluebeam Annual Enterprise License fee-existing license(550)	550.00000	EA	9.000000	4950.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Bluebeam Annual enterprise License Fee -existing licenses

Qty: 550

Effective term: 07/01/22 - 06/30/23

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Bluebeam Revu eXtreme End User license - New license	25.00000	EA	485.000000	12125.00

Comm Code	Manufacturer	Specification	Model #
43230000			

Commodity Line Comments:

Extended Description:

Bluebeam Revu eXtreme End User License - new licenses

Effective term: one (1) year

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Bluebeam Annual Maintenance Subscription-New license	25.00000	EA	120.000000	3000.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Bluebeam Annual Maintenance Subscription - new license

Effective term: one(1) year upon award

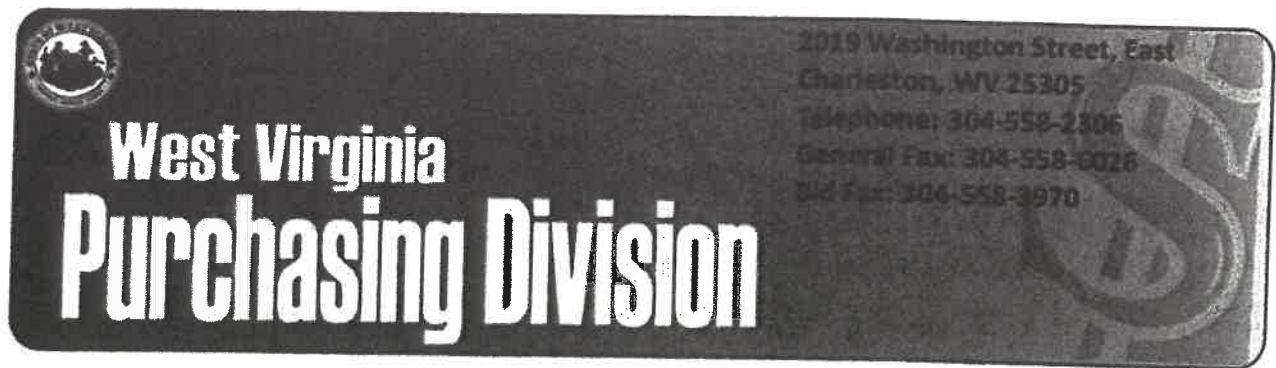
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Bluebeam Annual Enterprise License fee-New license	25.00000	EA	8.000000	200.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

Bluebeam Annual enterprise License Fee -New license
Effective term: one (1) year upon award



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

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Bluebeam's General Services and Software Terms of Use

As of April 19, 2022

Archived Agreements

IMPORTANT—READ CAREFULLY PRIOR TO PURCHASING BLUEBEAM'S SERVICES AND/OR SOFTWARE.

THESE GENERAL TERMS AND CONDITIONS OF USE ("GENERAL TERMS"), ALL APPLICABLE ADDITIONAL TERMS, AND THE ORDER REGARDLESS OF FORM (COLLECTIVELY, "TERMS") CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND BLUEBEAM, INC. ("BLUEBEAM" OR "WE" OR "OUR"). THE "ORDER" IS ANY METHOD THROUGH WHICH YOU ORDER SERVICES AND SOFTWARE FROM BLUEBEAM AND INCLUDES, BUT IS NOT LIMITED TO A QUOTE, ORDER FORM, PROPOSAL, STATEMENT OF WORK, ONLINE TRANSACTION, OR VERBAL ORDER PLACED TELEPHONICALLY. YOU ALSO INCLUDES VARIATIONS OF THE TERM SUCH AS YOUR AND YOURS. BY ACCEPTING THESE TERMS, WHETHER BY CHECKING A BOX ONLINE, EXECUTING AN ORDER, OR USING THE SERVICES OR SOFTWARE, YOU ACKNOWLEDGE THAT YOU HAVE READ THESE TERMS, UNDERSTAND ON BEHALF OF YOURSELF OR THE COMPANY OR OTHER LEGAL ENTITY ("ENTITY"), WHICHEVER IS APPLICABLE.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE POWER AND AUTHORITY TO BIND SUCH ENTITY. IN THIS CASE THE TERM "YOU" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE TO THESE TERMS DO NOT PURCHASE, DOWNLOAD, INSTALL, OR OTHERWISE USE THE SOFTWARE OR SERVICES.

The General Terms govern Your acquisition and use of Bluebeam's websites, support services, training services, and consulting services (the "Services") and any Bluebeam software applications purchased by You, whether provided as part of the Services or that we make available for download or access via the internet as software as a service (the "Software"), and any other content or other materials that Bluebeam makes available to You or that You may license from Bluebeam. If You have entered into another negotiated agreement with Bluebeam integrated into an Order for Services or Software that references these Terms, then the terms of that negotiated agreement will control where it conflicts with these Terms.

Additional Terms

Bluebeam's Services and Software are subject to one or more of the additional terms below ("Additional Terms"), each found at <https://www.bluebeam.com/legal/> based on the Services and/or Software purchased. If there is a conflict between the Order and the General Terms or the Additional Terms, the Order shall govern. If there is a conflict between the General Terms and the Additional Terms, the Additional Terms govern in regard to that particular Services and/or Software only. If there is conflict between the Terms and the agreements published within the Software, these Terms govern and supersede the agreement in the Software in its entirety. All capitalized terms not otherwise defined herein shall have the meaning given in the below Additional Terms.

Bluebeam Products and Services Addendum

Bluebeam Privacy Policy

Bluebeam Data Processing Addendum

Code of Conduct

1. Intellectual Property Notice and Reservation of Rights

You acknowledge and agree that the Services and Software provide a right of use, right of access or are licensed, not sold. For clarity, all references in the terms to "sale", "selling" or "purchase" of the Services and/or Software means the sale and/or purchase of a right of use, right of access, or a license to the Services and/or Software as further described in Bluebeam Products and Services Addendum or other applicable document. Nothing in these Terms, nor Your use of the Services or Software, shall constitute a sale or transfer of any copyright, trademark, trade dress, trade secret rights, moral right, patent (whether pending or issued) or trade secret right in or to the Services or Software (collectively the "Intellectual Property Rights").

1.1. Services and Software. All right, title and interest in and to the Intellectual Property Rights of the Services and Software not expressly granted in the Terms are reserved by Bluebeam. Documentation, training materials, and specifications for the Services provided or Software licensed or subscribed to by You ("Documentation") are protected by patent, copyright and/or other intellectual property laws of the United States and other countries and by international treaty provisions. You agree to take no actions that would interfere with Bluebeam's Intellectual Property Rights.

1.2. Open Source. The Services and Software may contain open source software or other third-party software or content. The license terms for open source software and information on obtaining access to the source code to which You may be entitled under the applicable open source licenses will be provided upon request.

1.3. Your Content. All right, title, and interest in and to the Intellectual Property Rights in the electronic data or information submitted to Bluebeam by You while using a Service or Software ("Your Content") shall be retained by You and may be protected by applicable copyright or other intellectual property laws. Bluebeam will not access, view, or download Your Content, except as reasonably necessary to perform, maintain, or improve the Services or the Software, including without limitation: (a) to identify, investigate, respond to or resolve technical support inquiries and problems with the Services; (b) to conform to any legal requirements; (c) to maintain any software or hardware required to perform the Services or deliver the Software; (d) to enforce these Terms; (e) to improve the Services or Software, (f) to do discovery and analysis for consulting

or training engagements; (g) to analyze and report on usage, or (h) to host and provide access to Services and Software functions. Your Content accessed by Bluebeam will be kept confidential and handled according to applicable laws and regulations. You acknowledge that Bluebeam's technical and support teams are located throughout the world and that certain Services may require access of Your Content from Bluebeam's personnel located outside of your country of residence. You provide Bluebeam a limited license to access, use, transmit and store Your Content only for the purpose of maintaining, supporting, and improving the Services and Software as described herein. Subject to the limited licenses granted herein, Bluebeam acquires no right, title or interest from you under these Terms in or to Your Data or Your Content.

1.4. **Suggestions.** If You provide Bluebeam with any suggested improvements to the Services or Software, then that suggestion is provided "as is" and unrestricted. No suggestion will be deemed the Confidential Information of You. You grant Bluebeam a nonexclusive, perpetual, irrevocable, royalty free, worldwide license, with rights to transfer, sublicense, sell, use, reproduce, display, and make derivative works of such suggestions.

1.5. **Restrictions.** Except where Bluebeam is required to permit such activity under the terms of an applicable open source license or applicable law or as provided in the Terms, You ***may not and are restricted from the following in regard to Bluebeam's Intellectual Property Rights, Services, and Software.***

1.5.1. Use any software, hardware or other services (i) to bypass any of the terms, conditions or restrictions set forth herein or any application technology restrictions; or (ii) to modify the number of devices, users or seats that access or utilize the Services or Software outside of the validly licensed number of each, including for purposes of "multiplexing," "pooling," or "virtualization" (i.e., the validly licensed devices, users or seats must equal the number of distinct inputs to the multiplexing or pooling software or hardware "front end").

1.5.2. Modify or create any derivative works based on the Bluebeam's Intellectual Property Rights, including customization, translation, or localization of Software; (ii) Bluebeam training or consulting materials; or (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Services or Software, or in any way ascertain, decipher, or obtain the communications protocols for accessing the Services or Software, or the underlying ideas or algorithms (e.g., in an effort to develop other applications or services that provide similar or substitute or complimentary functionality to the Services or Software), except where such activity is permitted by applicable law;

1.5.3. Redistribute, encumber, sell, resell, rent, lease, sublicense, loan, assign, commercialize or otherwise transfer rights to the Services or Software or make any similar commercial use of the Services or Software, except where such activity is permitted by applicable law. Each license or right of access is unique to You and may not be resold in any manner to third parties unless expressly authorized by Bluebeam;

1.5.4 Benefit from the Services or Software via a facility management, timesharing, services bureau or other arrangement or allow a third party (including, without limitation, parent, affiliates, subsidiaries, employees or agents) to so benefit;

Remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels; or

1.5.5 Use the Software in an attempt to, or in conjunction with, any device, program or services designed to circumvent technological measures employed to control access to, or the rights in, a content file or other work protected by the copyright laws of any jurisdiction.

2. The Basics

2.1. User ID.

To use Bluebeam's Services or Software, You will be required to sign up for an account and select a password and user-name ("User ID"). A User ID may also be created by an Your administrator. If You are using a User ID assigned by an administrator, different or additional terms may apply and the administrator may be able to access or disable Your User ID.

You promise to provide Bluebeam with accurate, complete, and updated registration information about Yourself. You may not select as Your User ID a name that You don't have the right to use, or another person's name with the intent to impersonate that person, or create a generic User ID not assigned to an Authorized User as further described in the Product and Services Addendum. Some Services and Software may require additional accounts to access and are governed by these terms. Each will have a User ID. You are solely responsible for any and all activity that occurs under Your User ID. Bluebeam shall have no responsibility with regard to the use, disclosure, or management of Your User ID, information or any content accessed, uploaded, processed or exchanged through Your User ID. You are responsible for (a) keeping Your User ID information confidential; (b) promptly notifying Bluebeam of any suspected or unauthorized use of Your User ID; (c) disclosure of Your password to any third person/party; and (d) protecting the security of Your account.

All users (including, without limitation, customers, potential customers, end-users, and visitors to Bluebeam's websites and events) are required to comply with the following Acceptable User Policy to protect Bluebeam and its customers from illegal, irresponsible, or disruptive activities.

2.2. Acceptable Use Policy.

All users of Bluebeam's Services and Software must abide by Bluebeam's Acceptable User Policy as part of creating a User ID. When using Bluebeam's Services and Software, You agree that You will not (and You will not encourage, create or facilitate the ability of other users or third parties to):

2.2.1. upload, post, store or otherwise transmit any documents (regardless of format, pdf, Word, Excel, text, etc.), images (regardless of format, jpeg, tiff, gif, etc.), files or personal information that violates, misappropriates, or infringes, in any way, upon the rights of others, which is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, obscene, profane, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable, or which encourages conduct that would constitute a criminal offense, or otherwise violate any law;

2.2.2. impersonate any person or entity, or falsely state or otherwise misrepresent Your affiliation with any person or entity;

2.2.3. abuse, stalk, defraud or otherwise harass or disparage any person or entity, including Bluebeam or any Bluebeam employee, or advocate prejudice or hatred against any person or entity based on their race, religion, ethnicity, sex, gender identify, sexual preference, disability or impairment;

2.2.4. upload, post, store or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, junk mail, chain letters, pyramid schemes or other forms of solicitation;

2.2.5. send altered, deceptive or false source-identifying information, including spoofing and phishing;

- 2.2.6. upload, post, store or otherwise transmit any content of any kind that contain software viruses, malicious code, harmful materials, or any other computer code or programs designed to interrupt, destroy or limit the functionality of any software or hardware, including without limitation the Services and Software;
- 2.2.7. interfere or attempt to interfere in any manner with the proper working of Bluebeam's Services or Software, including without limitation, breach or otherwise circumvent any security or authentication measures;
- 2.2.8. probe, scan or test the vulnerability of Bluebeam's products or services;
- 2.2.9. violate any applicable local, state, national or international law, including without limitation all applicable export laws and regulations or intellectual property laws;
- 2.2.10. circumvent or render ineffective any geographical restrictions, including IP address-based restrictions;
- 2.2.11. sell, lease, rent, redistribute, or sublicense access to or use Bluebeam's Services or Software unless authorized in writing by Bluebeam to do so; or
- 2.2.12. permit any person or entity to use Bluebeam's Services or Software to access, upload, generate, or maintain files, metadata or personal information of any kind in violation of any of Bluebeam's Terms or other published terms of use or terms of Services.

Notwithstanding Bluebeam's Acceptable Use Policy, as a user of the internet (including Bluebeam's Software and Services), You undertake such activities at Your own risk while acknowledging that there are known and unanticipated risks associated with the internet. Bluebeam assumes no liability for the actions of its users or the content they may post or communicate.

3. Does Bluebeam Offer Trials and Beta Test of its Services and Software

Yes, Bluebeam does offer trials for some of Services and Software and may also offer You an opportunity to participate in beta tests for new products or releases in the future. Such trials and beta tests will be described in the relevant offer and are subject to these General Terms and as further detailed in the Bluebeam Products and Services Addendum.

4. Privacy, Non-personal data, and Security

Your privacy is important to us. For more information about how we collect, use, share or otherwise process Personal Data as a "controller", please see Our Privacy Policy. When acting as a "processor" for Your Personal Data, the Data Processing Addendum found here will apply and is integrated into these Terms by this reference.

To provide the Services and Software, Bluebeam collects, transmits, stores, and uses Personal Data and Non-personal Information to deliver, improve, and administer the Services and Software. Personal Data means any information relating to an identified or identifiable natural person and includes information referred to as "personally identifiable information" or "personal information" under applicable data privacy laws, rules or regulations. It does not include categories of sensitive personal information. Non-personal

information excludes Personal Data but includes information and data that by itself does not identify You or another individual and can be generated by use of the Services and Software, use of Our website, or other online activity. Together, Personal Data and Non-personal Information comprise "Your Data". Since Bluebeam Services and Software are not designed for sensitive personal data such as social security numbers, Personal Data of minors, or credit cards, You agree not to upload such data to Bluebeam's systems.

Your Data is used to provide transactional information to You, information about updates and upgrades to the Services or Software, respond to inquiries and collect feedback, verifying compliance with the Terms including license validation via the internet, analyze bugs, error reports or logs, and/or to improve, understand, or monitor the Software by itself or through its selected vendors. You expressly provide Bluebeam a license to Your Data for these purposes.

Bluebeam shall establish and maintain administrative, physical and technical safeguards designed to guard against the destruction, loss, or alteration of Your Data and Your Content to the extent it is stored within Bluebeam systems. Without limiting the foregoing, Bluebeam shall at all times in connection with this Agreement: (i) maintain and enforce an information security program including administrative, physical and technical security policies and procedures with respect to its processing of Your Data and Your Content consistent with commercially reasonable industry practices and standards and the Terms; (ii) provide technical and organizational safeguards designed to protect against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information and ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information, consistent with commercially reasonable industry practice and standards; (iii) take commercially reasonable measures to secure the Software against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use the Software or the information found therein; (iv) take commercially reasonable measures to logically separate Your Data from that of other customers. Bluebeam shall periodically test and continuously monitor its systems for potential areas where security could be breached and shall also periodically conduct security testing, including penetration testing. Bluebeam shall be solely responsible for its information technology infrastructure, including all computers, software, databases, electronic systems and networks that are owned or controlled by Bluebeam that may be used by Bluebeam in connection with the Services and Software. You agree not to tamper, compromise, or attempt to circumvent any administrative, physical, or technical safeguards implemented by Bluebeam for purposes of penetration testing, system assessment or otherwise attempt to probe, scan, or test the vulnerability of any Bluebeam system or network or breach any security or authentication measures.

Bluebeam will, and will require any third-party Service provider to, implement and maintain commercially reasonable and appropriate technical, administrative, and physical safeguards for protection of the security, confidentiality and integrity of Your Data. The safeguards will include, but not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data. Bluebeam shall neither sell Your data or use it for any purpose other than as described herein.

Use of third-party software or applications or the integration of such software or applications with the

Services and Software ("Third-Party Applications") may result in Your Data or Your Content being transferred to a third party. Bluebeam is not responsible for the performance of Third-Party Applications and, as such, You agree to hold Bluebeam harmless for any data or materials including Your Content or Your Data transferred to third parties in connection with Your use of Third-Party Applications. ANY USE OF THIRD-PARTY APPLICATIONS IS AT YOUR OWN RISK. BLUEBEAM PROVIDES NO WARRANTY OR INDEMNIFICATION OF ANY KIND RELATED TO SUCH USE.

5. Will These Terms Ever Change

The Terms may need to change due to enhancements, improvements, applicable law or regulatory changes to name a few. To ensure the Terms are up to date, Bluebeam reserves the right to modify the Terms at any time in its sole discretion. If We do, We will bring it to Your attention by providing a notice on Bluebeam's Legal page which can be accessed here, by sending You an email, by notice through the Services or Software itself, and/or by some other means. If You don't agree with the changed Terms, You are free to reject them. Unfortunately, that means You will no longer be able to use the Services or Software. In the event you decide to reject Bluebeam's new Terms, You must immediately (i) remove all of Your Content; (ii) cancel Your User ID; and (iii) discontinue all access and use of the Services and Software. Such termination is controlled by Section 8.4.3.1 in the Term and Termination section below. If You use the Services or Software after a change to the Terms is effective, that means You agree to all of the changes. Except for changes by us as described here, no other amendment or modification of these Terms will be effective unless in writing and signed by both You and Bluebeam.

6. Will Bluebeam Change its Services?

Bluebeam is always trying to improve its Services and Software, so they may change over time. These changes may introduce new features, impose limits on certain features, or restrict access to parts or all of the Services and Software. Bluebeam reserves the right to revise, modify, or update the Services and Software in its sole discretion. Bluebeam will try to give notice when we make a material change that would adversely affect You, but this isn't always practical. Similarly, we reserve the right to remove features, functionality, or the Services or Software, at any time, for any reason including end of life policies. Finally, Bluebeam reserves the right to remove Your Content at any time, for any reason, without notice, in Bluebeam's sole discretion which includes, but is not limited to, allegations that such content violates these Terms or a use violates the Acceptable Use Policy.

7. Is Bluebeam Software Available Via a Mobile App

Bluebeam may offer certain Services and Software via mobile applications (for iOS and Android). Mobile applications may include content, services, data, technology and other digital materials and functions. Functionality, technical limitations and technical protection measures, if any, can be found in the respective application description. The Terms also apply to the legal relationships between You and Bluebeam regarding Services provided by Bluebeam via mobile applications for mobile devices and any additional terms of use provided at download. The mobile applications are provided in cooperation with third parties, or so-called "application providers", such as an app store which may require acceptance of terms applicable to their platform. Mobile applications can only be used after agreeing to the Terms and

payment of any applicable fees, if any. Download and use of a mobile application indicates Your agreement to the Terms.

8. What else do I need to know?

8.1 Fees and Payments. Unless otherwise mutually agreed in writing, payment terms to purchase Bluebeam Services and Software are as follows:

8.1.1. You agree to provide Bluebeam with complete and accurate billing contact information including a valid email address.

8.1.2. Services or Software Purchases.

8.1.2.1. When Services or Software are purchased directly from Bluebeam, You agree to pay Bluebeam the fees specified in the applicable Order at purchase if required, or if by invoice, within thirty (30) days of the invoice date. Additional Services or Software may be purchased at any time. Unless otherwise agreed in writing by the parties, new purchases of Services or Software shall be at the applicable fee in effect on the date of such new purchases. For Renewal Terms, Bluebeam agrees that it shall not increase fees more than ten percent (10%) so long as the number of Authorized Users within Your plan does not decrease, subscription renewals continue without interruption, and Your compliance with the Terms. Any renewal in which the number of Authorized Users or subscription length for any Service or Software has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's pricing. Notwithstanding the foregoing and unless otherwise agreed in writing, renewal of promotional or one-time pricing will be at Bluebeam's current list price of the Software or Services in effect at the time of the applicable Renewal Term.

8.1.2.2. If purchased through a Bluebeam authorized reseller (a "Reseller"), You agree to pay Reseller such fees as mutually agreed upon between You and Reseller. You further acknowledge and agree that Reseller has no authority to bind Bluebeam, modify the Terms, or provide any warranty or other commitment or obligation on behalf of Bluebeam.

8.1.3. If You provide credit card information to Bluebeam for payment, You authorize Bluebeam to charge such credit card for all purchased Services and Software listed in the applicable Order and any Renewal Term(s) as set forth in the "Term and Termination" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order.

8.1.4. Fees are refundable if an Order is terminated in accordance with Term and Termination sections 8.4.3.2 or 8.4.3.1 below. Except as provided in the cited sections or elsewhere in the Terms, Fees due Bluebeam's are non-cancelable and non-refundable to the fullest extent allowed under applicable law. In addition, quantities purchased cannot be decreased during the applicable Term.

8.1.5. If a payment is past due and Bluebeam has provided written notice of the past due status, then Bluebeam may suspend access to our use of Services and Software, without liability to You, until such amounts are paid in full.

8.1.6. Fees invoiced pursuant to these Terms, are subject to and may not be reduced to account for, any taxes, which may include local, state, provincial, federal or foreign taxes, withholding taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added taxes, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively "Taxes"). You shall pay all Taxes imposed

on the Services or Software provided under these Terms. If Bluebeam has a legal obligation to pay or collect Taxes for which You are responsible, the appropriate amount will be computed and invoiced to and paid by You, unless You provide Bluebeam with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.2 Audit.

Services and Software are subject to the limits specified in the applicable Order, the Terms or the applicable Documentation. If You exceed specified limits, Bluebeam may choose to work with You in its sole discretion to reduce Your usage so that it conforms to agreed limits or it may temporarily suspend access to the Services or Software. If, notwithstanding Bluebeam's efforts, You are unable or unwilling to abide by a limit, You will execute an Order for additional quantities of the applicable Services or Software promptly upon Bluebeam's request, and/or pay any invoice issued by Bluebeam for excess of the limits to bring Your usage into conformance.

8.3. Confidentiality.

8.3.1. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Recipient"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and/or the circumstances of disclosure, including, without limitation, the terms and conditions of the Order (including pricing), business and marketing plans; training materials and consulting advice; technology and technical information, including security information, Your Data, and Your Content; product plans and designs, and business processes. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party under these Terms, (ii) was rightfully known to the Recipient prior to its disclosure by the Disclosing Party, (iii) is rightfully received by the Recipient from a third party, or (iv) was independently developed by the Recipient without use of or reference to Confidential Information of the Disclosing Party. If applicable, Bluebeam's obligations with respect to Personal Data is outlined in its Privacy Policy and Data Processing Addendum.

8.3.2. Recipient expressly agrees (i) to hold the Confidential Information of the Disclosing Party in strict confidence and to take all reasonable precautions to protect the confidentiality of the Confidential Information (including, without limitation, all precautions Recipient employs with respect to its own confidential information and materials of a similar nature); (ii) to refrain from using the Confidential Information other than in furtherance of these terms or as otherwise authorized in writing by the Disclosing Party; (iii) that it will not disclose, publish or otherwise reveal any Confidential Information (including any extract or portion thereof) to any other person, party or entity whatsoever except employees and contractors of Recipient with a legitimate need-to-know the Confidential Information in furtherance of these Terms and who are instructed and agree not to disclose the Confidential Information under an obligation no less restrictive than the terms in this section; and (iv) to make reasonable efforts not to mingle the Disclosing Party's Confidential Information with any information of Recipient, however, any such mingling shall not affect the confidential nature or ownership of the same.

8.3.3. The Recipient will protect the other party's Confidential Information with the same degree of care as it uses to protect its own Confidential Information. Nothing in these Terms will prevent the Recipient from disclosing the Confidential Information pursuant to any judicial or governmental order or as otherwise required by law, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure unless such notice is prohibited by applicable law.

8.4. Term and Termination.

8.4.1. Term. These Terms are effective as of the date they are first accepted by You by any means including, but not limited to, clicking a box, executing an Order, or using the Services or Software (the "Effective Date") and shall continue until all applicable subscriptions have expired as provided below, professional services have been delivered or until terminated by Bluebeam or You as provided herein (the "Term").

8.4.2. Subscriptions. Except as otherwise specified in the Additional Terms or a written and mutually executed agreement, subscriptions to Bluebeam Software are for one (1) year ("Initial Term") and will automatically renew for additional one year terms (each a "Renewal Term"), unless either party gives the other written notice (email notice is acceptable) of at least thirty (30) days before the end of Initial Term or Renewal Term as applicable.

8.4.3. Termination of Terms.

8.4.3.1. Cause. Either party may terminate the Terms and all related Services and Software for cause (i) upon (30) days written notice to the other party in the event of a material breach of the Terms and provided such breach remains uncured at the expiration of such notice period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

8.4.3.2. Convenience. You may terminate a subscription or license to Software within thirty (30) days of the license or subscription start date and receive a refund if such termination occurs during this thirty (30) day period.

8.4.4. Partial Termination. Either party may terminate a particular Service or Software in accordance with this section 8 terminating all Services or Software Subscriptions by providing written notice of non-renewal as provided in section 8.4.2 above.

8.4.5. Effect of Termination. Upon "Termination of Terms" all licenses and/or rights of use in Software, and performance of Services shall cease as of the effective date of termination. Upon "Partial Termination", only the licenses, rights of use, or purchased Software or Services terminated shall discontinue upon the effective date of termination and all remaining, unterminated Services and Software shall continue under these Terms. On the effective date of termination, You agree to and shall (i) discontinue use of the Services or Software; (ii) unregister the Software from all Devices; and (iii) delete and/or destroy all copies of perpetually licensed Software including all copies or extracts of the Documentation excluding one (1) archival copy. Bluebeam shall terminate all Subscriptions as of the effective date of termination. Upon termination under section 8.4.3.1(i) or 8.4.3.2. by You, Bluebeam will provide a pro-rated refund of prepaid subscription fees for the affected Services or Software, that was to be provided after the effective date of termination. Termination for any other reason is not entitled to a refund or cancellation and will not relieve You of the obligation to pay any fees payable to Bluebeam prior to the effective date of termination which You agree to pay. You

8.4.6. Upon Your written request made on or prior to the effective date of termination, Bluebeam shall give You limited access to the terminated Services or Software storing Your Data or Your Content for a period up to thirty (30) days, at no additional cost, solely for purposes of retrieving Your Data and Your Content. After such time, Bluebeam has no obligation to maintain Your Data or Your Content and shall, unless legally prohibited, delete Your Data and Your Content; provided, however, Bluebeam will not be required to remove copies of the same from its backup media and servers until such time as the backup copies are scheduled to be deleted. Data is made available upon mutual agreement in a format determined in Our sole discretion.

8.4.7. The following sections shall survive termination or expiration of these Terms: Section 1 "Intellectual Property Rights Notice and Reservation of Rights"; Section 4 "Privacy, Non-personal data, and Security"; Section 8.2 "Audit" for a period of three (3) years; Section 8.3 "Confidentiality"; Section 8.4.6;; Section 8.6 Indemnity; Section 8.6 "Limitation of Liability"; Section 8.12 "Governing Law"; Section 8.13 "Arbitration"; Section 8.1.4. Attorney's fees; and Section 8.1.6 Trade and Export Law".

8.5. Warranties and Disclaimers.

BLUEBEAM WARRANTS THAT SOFTWARE WILL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION AND THAT SERVICES ARE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH PREVAILING INDUSTRY STANDARDS. OTHER THAN AS EXPRESSLY SET FORTH IN THESE TERMS, Software IS PROVIDED "AS IS" AND "AS AVAILABLE" AND YOUR USE OF THE SERVICES AND/OR SOFTWARE IS AT YOUR OWN RISK. BLUEBEAM DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES RELATED TO AVAILABILITY, ACCURACY, NON-INFRINGEMENT, AND IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULLEST EXTENT ALLOWED UNDER APPLICABLE LAW. YOU ASSUME RESPONSIBILITY FOR SELECTING THE SERVICES AND SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE USE THEREOF. BLUEBEAM MAKES NO WARRANTY THAT THE SERVICES OR SOFTWARE WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS OR THAT THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE.

8.6. Indemnity

8.6.1. Indemnification by You.

Subject to section 8.6.3 and to the extent permitted under applicable law, You agree to defend, indemnify and hold harmless Bluebeam and its officers, directors, employees, affiliates and agents from and against any third-party claims arising out of or related to any infringement or violation by You of any intellectual property or other right of any person or third party.

8.6.2. Indemnification by Bluebeam.

8.6.2.1. Subject to section 8.6.3, Bluebeam agrees to defend, indemnify and hold You harmless against any third-party claim arising out of or relating to an allegation that the Services or Software violates, misappropriates or infringes upon any issued U.S. patent, copyright, trademark, trade secret or other intellectual property right owned by such third party.

8.6.2.2. The indemnification provided in this section will not apply to any claim to the extent such claims arises from or relates to (a) use of the Services or Software not in accordance with the Documentation (b) any modification, alteration or conversion of the Services or Software not created or approved in writing by Bluebeam, (c) any combination or use of the Services and Software with any computer, hardware, software, Services or data not approved by Bluebeam where the infringement arises out of such combination or use, (d) Bluebeam's compliance with specifications, requirements or requests of You, or (e) Your negligence or willful misconduct.

8.6.3. Indemnity Procedures.

8.6.3.1. The indemnification provided in this sections 8.6.1 and 8.6.2 is expressly conditioned upon the indemnitee (i) giving the indemnitor prompt notice in writing of any such third party intellectual property claim or

threat thereof; (ii) permitting indemnitor sole control of the defense, through counsel of indemnitor's choice, to defend and/or settle the claim; and (iii) giving indemnitor all reasonably requested information, assistance and authority, at indemnitor's expense, to enable indemnitor to defend or settle such claim. Indemnitee has the right to approve all settlements prior to acceptance in regard to rights or restrictions directly affecting Indemnitee. Indemnitee may participate in the defense of such claim with counsel of indemnitee's choice and at Your sole expense.

8.6.3.2. In regard to Bluebeam, if the Services or Software are determined to infringe by the applicable tribunal or court, or Bluebeam reasonably determines that it is likely to infringe, Bluebeam may at its option (a) procure for You the rights to continue access and use of the Services or Software; (b) replace or modify the Services or Software so that it becomes non-infringing without causing a material negative effect on the functionality provided by the infringing version; or (c) if neither (a) or (b) are viable options, remove the infringing part of the Services or Software and provide a pro-rated refund of the fees paid which shall be negotiated in good faith with You considering the materiality of the portions removed.

8.6.3.3. This section states the entire liability and obligation of Bluebeam and the exclusive remedy of You with respect to any claims of infringement relating to or arising out of the Software.

8.7. Limitation of Liability.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL BLUEBEAM OR ITS AFFILIATES, SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR TO ANY OTHER PERSON OR ENTITY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, FOR PERSONAL INJURY, LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING A DUTY OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE THE SOFTWARE, OR OTHERWISE UNDER OR IN CONNECTION WITH ANY PROVISION OF THESE TERMS, EVEN IN THE EVENT OF FAULT, NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY BY BLUEBEAM, ITS RESELLERS OR ITS SUPPLIERS, AND EVEN IF BLUEBEAM OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL BLUEBEAM, ITS RESELLERS OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE LICENSES FEES PAID FOR THE SERVICES AND SOFTWARE HEREUNDER, IF ANY.

8.8. Links and Third Parties.

Some Services and Software allow access to the internet or may contain links to other internet sites or online resources over which Bluebeam has no control. These resources are provided for convenience only and should not be construed as an endorsement by Bluebeam of any content, items, or services on such third-party websites. Your access, viewing and use of internet functionality and website links, including any content, items or services therein, are solely at Your own risk. Bluebeam is not responsible or liable in any way for any internet services, content, advertising, services or goods used or available from such resources.

8.9. Publicity.

Bluebeam shall be entitled to identify You as a customer of Bluebeam. You hereby grant Bluebeam a non-exclusive, non-transferable, worldwide, royalty-free license to use Your trademarks, Services marks and trade names ("Marks") in conjunction with the foregoing and in accordance with Your brand guidelines, if any, during the Term. Any other use of Your Marks in any advertising, promotional or sales literature, or in any other form of publicity, news release or other public announcements shall require Your prior written approval.

8.10. Availability.

Bluebeam's websites describing the Services and Software are accessible worldwide; however, not all Services or Software may be available in Your country or in local language.

8.11. English Language.

These Terms have been prepared in the American English language. In the event of any conflict between the American English language version and any translation of the Terms that may be provided for convenience only, the American English language meaning shall control. All notices to be provided by either party hereto shall be in the English language.

8.12. Governing Law.

The Bluebeam entity entering into the Terms determines the law that will apply in any dispute arising out of or in connection with the Terms, the Arbitral Body or courts that have jurisdiction over any such dispute, venue for any disputes, and the address to which notices should be directed according to the chart below. Each party agrees to the applicable governing law and jurisdiction below without regard to choice or conflict of law rules.

Bluebeam Entity	Notice Address	Governing Law	Arbitral Body	Venue and Jurisdiction
Bluebeam, Inc.	One McKinney Plaza 3232 McKinney Ave., Ste. 900 Dallas, TX 75204 USA	California and controlling United States Federal Law.	American Arbitration Association Los Angeles, CA, USA	Los Angeles, CA, USA
Bluebeam GmbH	Konrad-Zuse-Platz 1 81829 Munich Germany	Germany	Deutsche Institution für Schiedsgerichtsbarkeit (DIS)	Munich, Germany
Bluebeam AB	Kistagången 12, 164 40 Kista	Sweden	Arbitration Institute of the Stockholm	Stockholm, Sweden

Sweden		Chamber of Commerce		
Bluebeam Limited UK Ltd	20 Eastbourne Terrace, Ste. 5.07 London W2 6LG UK	England	London Court of International Arbitration	London, England
Bluebeam Australia Pty Ltd	310 Edward Street Brisbane QLD 4000 Australia	Australia	Australian Centre for International Commercial Arbitration	Brisbane, Australia

8.13. Arbitration.

8.13.1 The parties agree to negotiate in good faith to resolve any disputes (a "Dispute") arising out of or relating to the Terms. All negotiations pursuant to this section are confidential and shall be treated as compromise and settlement negotiations for all purposes. Each party shall bear its own expenses. Provided negotiations have continued for a period of ninety (90) days and have failed to resolve the Dispute, the Dispute shall be settled by arbitration as follows.

8.13.2. Any Dispute arising out of or relating to the Terms that is not resolved by good faith negotiations shall be settled by arbitration by the Arbitral Body identified in Section 8.13. The language to be used in the arbitral proceedings shall be English. The parties undertake and agree that all arbitral proceedings conducted with reference to this arbitration clause will be kept strictly confidential. This confidentiality undertaking shall cover all information disclosed in the course of such arbitral proceedings, as well as any decision or award that is made or declared during the proceedings. Information covered by this confidentiality undertaking may not, in any form, be disclosed to a third party without the written consent of the other parties. Notwithstanding the foregoing, a party shall not be prevented from disclosing such information in order to safeguard in the best possible way his rights vis-à-vis the other parties in connection with the dispute, or if the party is obliged to so disclose pursuant to statute, regulation, a decision by an authority, a stock exchange contract or similar.

8.14. Attorney's Fees.

To the extent provided under applicable law, if either party employs attorneys to enforce any rights arising out of or relating to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. The term "prevailing party" means that party, as plaintiff or defendant, who substantially prevails against the other party. Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within forty-five (45) days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs of suit and reasonable attorney's fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees and costs incurred by the offering party.

8.15. Code of Conduct.

Bluebeam's commitment to integrity and business conduct is expressed through adoption of Nemetschek's Group Policies including its Code of Conduct and statement regarding the UK Modern Slavery act which are incorporated into these Terms by this reference and can be found here.

8.16. Trade and Export Law.

The Services and Software may be subject to export laws of the United States and other jurisdictions. The parties each represent to the other that it is not on any United States Government denied-party list. You will not permit access to or use of any Services or Software in a United States embargoed country or region or in violation of any United States export law or regulation (currently Cuba, Iran, North Korea, Syria, Crimea, Donetsk, Lubansk, Belarus, and Russia). You shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to the export of the Services or Software from the United States or the transfer of the Services or Software from any other location into another country.

8.17. Federal Government End Use Provisions

If applicable and as provided under federal law and regulation, Bluebeam provides a pre-existing, commercial Service, including related Software and technology, for federal government end use solely in accordance with these Terms, and provides only the technical data and rights as provided herein. If a government agency has a "need for" rights not conveyed under these Terms, it must negotiate with Bluebeam to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein.

8.18. Notices.

All notices required by the Terms shall be in writing, delivered to the address specified in section 8.12. above and via email to legal@bluebeam.com, and is effective upon receipt or if sent by email after 5pm United States Pacific Time the next business day. Notices to You shall be mailed to the physical address and emailed to the email address appointed by You, and if none, the email address of the contact provided in the Order.

8.19. Independent Contractor.

Each party is an independent contractor and neither party is, nor shall be considered to be, an agent, employee or representative of the other.

8.20. Non-Assignment.

The Terms are personal to You and may not be assigned, delegated, or otherwise transferred, without Bluebeam's express written consent which may be withheld, delayed or conditioned in the sole discretion of Bluebeam. Notwithstanding the foregoing, in the event of the sale or transfer of substantially all of Your assets, or a sale, merger or change of control, You may assign any or all rights and obligations contained herein without consent by providing written notice to Bluebeam; the assignee agrees to be bound in writing by the Terms; and all past due and owed fees are paid in full and by providing written notice to Bluebeam. Any attempt to assign Your rights or obligations under these Terms other than as permitted by this section

will be void. Subject to the foregoing, these Terms will bind and inure upon to the benefit of the successors and permitted assigns.

8.21. Force Majeure.

Neither party will be liable for any failure or delay in performance under these Terms for causes beyond that party's reasonable control. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

8.22. Severability.

If any provision of the Terms is held to be unenforceable or invalid, the enforceability of the remaining provisions shall in no way be affected or impaired thereby but shall remain in full force and effect.

8.23. Waiver.

No failure or delay in enforcing any right, power or privilege granted herein will be deemed a waiver unless made in writing and signed by a duly authorized representative of the party providing the waiver. No single waiver will be considered a continuing or subsequent waiver.

8.24. Equitable Relief.

You agree that any breach or alleged breach of the Terms may cause irreparable harm and significant injury to Bluebeam that may be difficult to ascertain and in which a remedy at law would be inadequate. Therefore, You agree that Bluebeam shall have the right to seek and obtain, without the posting of a bond, immediate injunctive relief to enforce the obligations under Terms in addition to any other rights and remedies it may have.

8.25. Entire Agreement.

The Terms, including all exhibits and addendums hereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous discussion, understandings, communications, proposals, and agreements, whether written or oral. The parties agree that any term or condition stated in Your purchase order or in any other order documentation You provide, even is signed by both parties (excluding Bluebeam's Order) is void and has no effect, nor creates any modification on these Terms.

8.26. Amendment. The Terms may not be modified, amended or supplemented except in a writing signed by an authorized representative of Bluebeam.

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BLUEBEAM PRODUCTS AND SERVICES ADDENDUM to GENERAL TERMS AND CONDITIONS OF USE

This Addendum was last updated as of April 19, 2022.

IMPORTANT—READ CAREFULLY: THIS PRODUCTS AND SERVICES ADDENDUM (THE "ADDENDUM"), IS A LEGAL AGREEMENT BETWEEN YOU ("YOU" OR "YOUR" LICENSEE") AND BLUEBEAM, INC. ("BLUEBEAM"). THE SPECIFIC SECTIONS APPLICABLE TO YOU ARE DETERMINED BY THE SERVICES OR SOFTWARE YOU ACQUIRE FROM BLUEBEAM. BY EXECUTING AN ORDER (as defined in the General Terms and Conditions of Use) YOU AGREE TO BE BOUND BY THE TERMS OF THIS ADDENDUM.

Pursuant to the Order and subject to the General Terms and Conditions of Use and all additional terms set forth in this Addendum, Bluebeam hereby makes the grants of uses and licenses to the Services and Software identified in the applicable Order to You as further described below. Capitalized terms not otherwise defined herein shall have the meaning set forth in the General Terms and Conditions or the Additional Terms.

1. Free Trials

1.1. If Bluebeam or an affiliated party offers, and Licensee registers for, a free trial of Bluebeam's Software or Services, Bluebeam will make the applicable Software or Services available to Licensee on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Licensee registered to use the applicable Software or Services, or (b) the start date that Licensee purchased such Software or Services, or (c) termination of the trial by Bluebeam in Bluebeam's sole discretion. Additional trial terms and conditions may appear on the trial registration web page, including the duration of the trial. Any such additional terms and conditions are incorporated into this Addendum by this reference and are legally binding.

1.2. YOUR DATA AND YOUR CONTENT ENTERED INTO THE SOFTWARE AND/OR SERVICES DURING THE FREE TRIAL WILL BE PERMANENTLY LOST UNLESS LICENSEE PURCHASES A SUBSCRIPTION OR LICENSE TO THE SAME SOFTWARE AND/OR SERVICES AS THOSE COVERED BY THE FREE TRIAL.

1.3. NOTWITHSTANDING THE "WARRANTIES AND DISCLAIMERS" SECTION AND "INFRINGEMENT INDEMNIFICATION" SECTION IN THE GENERAL TERMS, DURING THE FREE TRIAL THE SOFTWARE AND

SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND AND BLUEBEAM SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SOFTWARE AND SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE BLUEBEAM'S LIABILITY WITH RESPECT TO THE SOFTWARE AND SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00 USD. WITHOUT LIMITING THE FOREGOING, BLUEBEAM AND ITS AFFILIATED PARTIES DO NOT REPRESENT OR WARRANT TO LICENSEE THAT: (A) LICENSEE'S USE OF THE SOFTWARE AND/OR SERVICES DURING THE FREE TRIAL PERIOD WILL MEET LICENSEE'S REQUIREMENTS, OR THAT (B) LICENSEE'S USE OF THE SOFTWARE AND/OR SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. LICENSEE SHALL BE FULLY LIABLE UNDER THIS ADDENDUM TO BLUEBEAM AND ITS AFFILIATED PARTIES FOR ANY DAMAGES ARISING OUT OF LICENSEE'S USE OF THE SOFTWARE AND/OR SERVICES DURING THE FREE TRIAL PERIOD OR ANY BREACH BY LICENSEE OF THIS ADDENDUM. LICENSEE SHALL REVIEW THE APPLICABLE SOFTWARE AND/OR SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF SUCH SOFTWARE AND/OR SERVICES BEFORE MAKING A PURCHASE.

2. Bluebeam Beta Program

2.1. Beta Program. Pre-commercial releases or beta software releases (each a "Beta Release") do not represent a final commercially ready product and may contain bugs, errors, inconsistencies or other issues that can cause system or other failures and/or data loss. Bluebeam may offer You the opportunity to participate in a Beta Release. If You elect to participate, Your use and license of the Beta Release will be governed by this Addendum and all integrated terms in addition to a separate beta program agreement and nondisclosure agreement. Any such additional terms and conditions are incorporated into this Addendum by this reference and are legally binding. All rights in this section will terminate upon the commercial release of such Beta Release or when designated by Bluebeam in its sole discretion.

2.2. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE BETA SOFTWARE IS AT YOUR SOLE RISK AND THAT THE BETA SOFTWARE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITH NO WARRANTY, INDEMNITY OR ANY LIABILITY TO BLUEBEAM OF ANY KIND. BLUEBEAM HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE BETA RELEASE, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

3. Educational Users

3.1. Software and Services licensed or subscribed to as part of Bluebeam's academic program are subject to the Terms and any additional terms and conditions provided as part of the registration process. Any such additional terms and conditions are incorporated into this Addendum by this reference and are legally binding. Software and Services available for use in the academic program are selected by Bluebeam in its sole discretion. By participation in Bluebeam's academic program, Licensee warrants and represents that Licensee is a current and registered student or faculty member (full-time, part-time or adjunct) with a public or private high school or an accredited college or university. Academic verification is required and Licensee must submit a valid academic email address. Alumni do not qualify. Limited to one (1) Software Seat per educational end-user.

3.2. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, USE OF THE SOFTWARE AND/OR SERVICES WHILE ENROLLED IN BLUEBEAM'S ACADEMIC PROGRAM IS AT YOUR SOLE RISK AND THAT THE PRODUCTS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITH NO WARRANTY, INDEMNITY OR ANY LIABILITY TO BLUEBEAM OF ANY KIND. BLUEBEAM HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE SOFTWARE AND SERVICES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.

4. REVU Desktop Software Application

4.1. Definitions.

4.1.1. "Authorized User" means You and if Licensee is an entity then Licensee's employees, duly authorized agents and independent contractors, but in every case an individual.

4.1.2. "Device" means a personal computer owned or controlled by Licensee.

4.1.3. "Documentation" means user guides, specifications, and online materials made available by Bluebeam to the general public regarding specific Software and Services.

4.1.4. "Gateway" means Bluebeam's online service portal accessible via the internet that allows Licensee to view and manage Licensee's Authorized Users.

4.1.5. "Initial Term" means the one (1) year period commencing on the subscription start date set forth in the Order or other signed written agreement between Licensee and Bluebeam.

4.1.6. "OL Key" means unique identifier assigned by Bluebeam to Licensee that allows Licensee to download and install Seats of Revu 20 and assign, release, reassign and/or revoke OL Seats to and/or from Authorized Users.

4.1.7. "OL Seat" means the number of Seats licensed by Licensee according to the terms of this OLS as set forth in one or more Orders.

4.1.8. "Renewal Term" means any annual period following the Initial Term for which Licensee pays the applicable subscription fees.

4.1.9. "Revu 20" means the Bluebeam branded desktop software application described in the Documentation.

4.1.10. "Revu 21" means the subscription based Bluebeam branded desktop software application described in the Documentation.

4.1.11. "Seat" means one (1) copy of Revu 20 or Revu 21, as applicable, downloaded to a Device.

4.1.12. "Single User Ratio" means one (1) Seat downloaded onto one (1) Device and used by one (1) Authorized User.

4.1.13. "Updates" means bug fixes, patches and/or service packs made available to address certain issues that may not be working as intended.

4.1.14. "Upgrades" means new versions of the Software that replace the prior version in its entirety and offer significant changes and improvements over the prior version. Upgrades do not include new functionality separately sold or offered separate and apart from the Software.

4.2. Revu 21.

4.2.1. Revu 21 is provided on an annual subscription basis.

4.2.2. Subject to Licensee's continuous compliance with the Terms and payment of the applicable subscription fees, Bluebeam hereby grants Licensee during the Initial Term and any applicable Renewal Term a revocable, limited, non-exclusive, personal, non-sublicensable, non-transferable right (i) for such number of Licensee's Authorized Users identified in the Order to access Revu 21 and use the functions included in subscription package purchased as specified in the applicable Order for Licensee's internal business purposes only, and (ii) for Licensee to download unlimited Seats of Revu 21 on Licensee's Devices. No other third-party may access or download for use Revu 21 or subsequent version for use under this grant of use.

4.2.3. A Revu 21 subscription includes access to and use of the Gateway, technical support, Updates and Upgrades.

4.2.4. Gateway Access. Contemporaneously with the Revu 21 subscription start date, Bluebeam hereby grants Licensee a limited, non-exclusive, personal, non-sublicensable, non-transferable right to access and use the Gateway. Licensee is required to create and maintain a User ID to access the Gateway as described in the General Terms. It is Licensee's sole responsibility to prevent the unauthorized use of Licensee's User ID and to keep such User ID confidential. to. In the event the password is forgotten or compromised, Licensee must contact Bluebeam immediately.

4.3. Revu 20.

4.3.1. Revu 20 is licensed on a per Seat basis.

4.3.2. Subject to Licensee's continuous compliance with the Terms and payment of the applicable license fees, Bluebeam hereby grants Licensee a limited, non-exclusive, personal, non-sublicensable, non-transferable license (i) to download, install and use the number of Seats of Revu 20 identified in Licensee's Order, and (ii) to all Authorized Users to access and use the Revu 20 functionality specified in the applicable Order on a Single User Ratio. Even though copies of the Software may be provided on media of different formats, copies of the Software on different media formats do not constitute multiple licenses of the Software.

4.3.3. Optional Features for Revu 20. Certain features or functionality available in connection with Revu 20 are subject to additional terms and conditions that follow herein. The optional features available for Revu 20 are a Maintenance Subscription, Enterprise License subscription, and Open License subscription.

4.3.3.1 Enterprise License Subscription.

An Enterprise License Subscription ("ELS") is a hosted service which allows Licensee to manage Seats and Devices and requires an active Maintenance Subscription. Upon timely payment of the ELS fee as specified in the applicable Order and verification of a Maintenance Subscription, Bluebeam hereby grants Licensee a limited, non-exclusive, personal, non-transferable right to access and use one (1) Enterprise License Key to assign, un-assign

and re-assign Seats between Licensee's Devices and Authorized Users in compliance with Single User Ratio during the Initial Term or a Renewal Term. Bluebeam may invalidate and de-register the Enterprise License Key in its sole discretion and without penalty or liability If Licensee fails to comply with the Terms, allows the Maintenance Subscription to lapse, or to pay the applicable ELS fee.

4.3.3.1.1. Confidentiality of Enterprise License Key. It is Licensee's sole responsibility to maintain the confidentiality and integrity of the Enterprise License Key. If 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

4.3.3.1.2. Non-Compliance with Single User Ratio, 5% Overage allowance. If at any time Licensee assigns Seats to a number of Devices and/or Authorized Users in excess of five percent (5%) of the total number of purchased 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 purchased by Licensee. 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 as many Devices as is required to obtain compliance with the Single User Ratio.

4.3.3.1.3. 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.

4.3.3.1.3. Gateway Access. Contemporaneously with the ELS subscription start date, Bluebeam will issue Licensee's Enterprise License Key and grant Licensee a limited, non-exclusive, personal, non-sublicensable, non-transferable right to access Bluebeam's Gateway. Licensee is required to create and maintain a password to access the Gateway. It is Licensee's 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.

4.3.3.2. Open License Subscription. An Open License Subscription ("OLS") is a cloud service which allows Licensee to use an OL Key to assign Authorized Users to OL Seats. Upon timely payment of the OLS fee and Licensee's continuous compliance with the Terms and during the Initial Term and any applicable Renewal Term, Bluebeam hereby grants Licensee a limited, non-exclusive, personal, non-transferable right to one (1) OL Key to access and use Bluebeam's cloud-based authorization system to distribute the OL Seats among Licensee's Authorized Users. Provided Licensee's OLS remains current, Revu 20 may be installed on an unlimited number of Devices.

4.3.3.2.1. Gateway Access. Promptly following the OLS start date, Bluebeam will issue Licensee's OL Key and grant Licensee a limited, non-exclusive, personal, non-sublicensable, non-transferable right to access the Gateway.

4.3.3.2.2. Confidentiality of OL Key. It is Licensee's sole responsibility to maintain the confidentiality and integrity of the OL Key. If the confidentiality of the OL Key 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.

4.3.3.2.3. Licensed OL Seats and New OL Seats. Licensee may add OL Seats to Licensee's OLS at any time during the Initial Term or any Renewal Term upon payment of a pro-rated portion of the OLS fees (determined based on the number of months remaining in the then current annual subscription term). Licensee may not reduce the number of OL Seats during any annual subscription term.

4.4. Revu for iPad®.

4.4.1 Revu for iPad is an application for use with Apple® Devices downloadable from the Apple® App Store and further described in the Revu of iPad Documentation on a licensed basis.

4.4.2 Subject to Licensee's payment of the applicable license fees, continuous compliance with the Terms, and any additional terms and conditions provided as part of the download process, which are incorporated herein by this reference and are legally binding on the date Licensee downloads Revu for iPad from the App Store, Bluebeam grants Licensee a limited, non-exclusive, personal, non-sublicensable, non-transferable right and license to download, install one (1) Seat of Revu for iPad on one (1) Apple branded product owned and used by Licensee, except that Revu for iPad may be accessed and used by other Licensee User ID's associated with Licensee via family sharing or volume purchasing in accordance with the Terms.

4.5. Software Generally.

4.5.1. Optional Features for Software. Certain features of or functionality may be available in connection with the Software based on the package purchased for license and/or subscription.

4.5.2. The Software includes authorization or registration technology designed to prevent unauthorized use, access, and/or copying of the Software. This technology may cause Licensee's Device to automatically connect to the internet or to prompt Licensee to contact Bluebeam and may prevent uses of the Software that are not permitted under the Terms.

4.5.3. Archival Copy. Licensee may make one (1) archival copy of the Revu Software solely for back-up and archival purposes. Licensee agrees that the archival copy must contain the same proprietary notices that appear on and in the Software and related Documentation.

4.5.4. Updates. Bluebeam may, in its sole discretion, make Updates available to You.

4.5.5. Upgrades. Bluebeam may, in its sole discretion, make Upgrades available to You. Upon release of an Upgrade, Bluebeam's obligation to support the previous versions may end. Upgrades are only available to Licensee as provided in this Addendum unless otherwise agreed in writing by Bluebeam. If an Upgrade is licensed by Licensee, the previous version of the Software must be removed from Licensee's Device and no further use or access is permitted except archival copies as provided in section 5.3 above.

4.5.6. Digital Certificates and Signatures. Some Software uses digital certificates to sign and validate signatures within PDF files and to validate certified PDF files. Licensee's Device may access the Internet in order to validate or certify a digital certificate that is self-signed or issued by a third party. The purchase, use, and application of digital certificates are Licensee's sole responsibility and undertaken at Licensee's own risk. ANY USE OF THIRD-PARTY DIGITAL CERTIFICATES IS AT YOUR OWN RISK AND BLUEBEAM PROVIDES NO WARRANTY OR INDEMNIFICATION RELATED TO SUCH CERTIFICATES. Further, Licensee agrees to hold Bluebeam harmless from any and all liabilities, losses, actions, damages, or claims arising out of or relating to the use of, or the reliance on, any digital certificate or service of a certificate authority.

4.5.7. Internet Access. The Software allows Licensee and its users to access the Internet. Bluebeam does not control, endorse or accept responsibility for any online services or websites offered by third parties that Licensee or its users may access via the Software. ANY USE OF THIRD-PARTY WEBSITES AND ONLINE SERVICES IS AT YOUR OWN RISK AND BLUEBEAM PROVIDES NO WARRANTY OR INDEMNIFICATION RELATED TO SUCH USE OR ACCESS.

5. Studio and Drawings The terms and conditions contained here apply to the access and use of Bluebeam's Studio and Drawings cloud-based application services ("Collaboration Services"). Studio is an optional service that, if made available in Your license or subscription package, will allow You to manage and collaborate on projects in the cloud. Drawings allows You or Your users to view drawings on multiple devices and is only available with the purchase of a Maintenance Subscription for Revu 20 through March 22, 2022. Drawings is scheduled for end of life on March 21, 2023 at which point all users will lose access to Drawings and the product will no longer be eligible for technical support.

5.1. Right to access and use the Collaboration Services. Subject to purchase of an applicable license or subscription package, and continuous compliance with the Terms, Bluebeam hereby grants You a limited, non-transferable, non-exclusive, revocable right to access and use Studio for internal business purposes.

5.2. Location and Sharing of Your Content. Studio is hosted by Amazon Web Services cloud-computing server located in one of the available locations that You select or are invited to participate as follows: Australia, Germany, Sweden, United Kingdom, or United States. You agree that when You share Your Content (including collaborating with others and inviting Attendees to Projects and Sessions) You are allowing others to access and use Your Content in any way without further restriction or compensation to You. If You do not want other to have the ability to use Your Content, do not use the Collaboration Services to share Your Content. You further understand that You (and others that You collaborate with) can access Collaboration Services from outside of Your country of residence (subject to applicable law).

5.3. Disclosure of Your Content. Bluebeam may disclose Your Content if the disclosure is necessary to comply with a valid court order or subpoena or to comply with applicable law, rule or regulation. Bluebeam will notify You of any request for such disclosure (unless prohibited by such process, law or regulation) and cooperate with You if You elect to contest the disclosure, seek confidential treatment of Your Content to be disclosed, or to limit the nature or scope of Your Content to be disclosed.

5.4. Drawings. Drawings functionality is only available within Studio US and only if You have and maintain an active Revu Maintenance Subscription for the 2018 or later version of Revu. Administration of Drawings is available through the Gateway.

5.5. Project and Sessions.

5.5.1. Definitions.

5.5.1.1. "Attendee" means a Studio user who is invited by a Host to participate in a Project or Session.

5.5.1.2. "Chat" means an exchange of communications between the Attendees in a Session.

5.5.1.3. "Drawings" means a Studio feature that delivers Project Files to Services users in the field (via the internet, the Drawings mobile application or within the Revu desktop application).

5.5.1.4. "Drawings Uploaders" means those Services users to whom the Gateway Admin grants permission to upload Project Files into Drawings.

5.5.1.5. "Gateway Admin" means the user designated by Licensee, with the authority to grant and revoke permissions for other Collaboration Services users to access and use Drawings.

5.5.1.6. "Host" means the Services user who initiates a Project or Session and who has administrative access and control of the Project or Session, as applicable.

5.5.1.7. "Markup" refers to any visual element added by a Host or an Attendee to a Session File.

5.5.1.8. "Project" means a set of functions that allows (i) a Host to upload, access, manage, check in, check out, modify and store Project Files on the Services' cloud-based servers; (ii) a Host to add, modify and remove Project Files, Attendees and Attendee permissions in a Project; and (iii) Attendees to access, check in, check out, modify and use Project Files as authorized by the Host.

5.5.1.9. "Project Files" are documents and other computer files uploaded, accessed, modified and stored by the Host and Attendees according to their respective permissions in connection with a Project.

5.5.1.10. "Session" means a set of functions that allows (i) a Host to upload, access, modify, Markup, manage and store Session Files on the Services' cloud-based servers; (ii) a Host to add, modify and remove Session Files and Attendees in a Session; (iii) Attendees to access, Markup and use Session Files as authorized by the Host; and (iv) the Host and Attendees to Chat.

5.5.1.11. "Session Files" are PDF files uploaded, accessed, modified and stored by the Host and Attendees, according to their respective permissions, in connection with a Session.

5.5.1.12. "Studio" means a cloud-based collaboration platform that connects users and gives them the ability to markup and review documents in real-time.

5.5.2. Host Responsibilities. The Host is solely responsible for establishing and managing the Attendee permissions, including, without limitation, access and use restrictions, for all Projects and Sessions. If Project Files or Session Files are confidential (or contain confidential information), it is the Host's sole responsibility to implement all necessary permissions and access controls to maintain such confidentiality among the Attendees. Bluebeam shall not be responsible for securing or maintaining any confidential information added to a Project or Session, as applicable, by the Host or any Attendee.

5.5.3. Storage Space. You are allocated unlimited project storage space for Project Files and Session Files. You are allocated a limited number of sheets to be shared among all of Your Drawings Uploaders as displayed in the Gateway. Bluebeam reserves the right to change the amount of storage provided and may impose a fee or change the fee charged at any time in its sole discretion.

5.5.4. Deletion of Project Files and Session Files. The Host can delete a Project or Session at any time. Upon deletion, the Project or Session is archived for 120 days. At the end of said 120 days the Project or Session is purged and deletion cannot be undone. Upon deletion all Project Files, Session Files and version history logs are permanently deleted. You are solely responsible for downloading and backing up Project Files, Session Files, and version logs on Your local computer or computer network prior to deleting a Project or Session. Bluebeam may also delete Project Files or Session Files at any time in its sole and reasonable discretion upon prior notification to the Host by email.

5.5.5. Deletion of Session Files for Inactivity. Sessions and Session Files will automatically be deleted if the Session has not been accessed by the Host or any Attendee for a period of eighty (80) days (an "Inactive Session"). The Host will receive an email notifying the Host that the Inactive Session will be archived in ten (10) days (i.e. 90 days from the date of the last access of the Session). A second email notification will be sent one hundred seventy (170) days from the last access or use of a Session notifying the Host that the Inactive

Session will be permanently deleted. The Inactive Session will be permanently deleted ten (10) days thereafter (i.e. 180 days from the date of the last access of the Session).

5.5.6. Personal Information of the Host and Attendees. No Attendee is required to submit or use Personal Data in connection with a Project or Session apart from the information provided to Bluebeam to create a User ID. Further, the Services are not intended to host, maintain or secure Personal Data or sensitive Personal Data. Bluebeam shall not be responsible for securing, maintaining or deleting such Personal Data or sensitive Personal Data is allowed by a Host.

5.5.7. Communications Between Attendees. Attendees may use the Collaboration Services to communicate with the Host and other Attendees. If You opt out of receiving non-transactional emails from Bluebeam, You will continue to receive emails from Hosts and Attendees of the Projects and Sessions to which they are an Attendee. Bluebeam shall not be responsible for any information communicated to You in connection with Host and/or Attendee communications made as part of a Project or Session.

6. Studio Prime

6.1. General Terms. Studio Prime is an optional subscription service subject to an annual subscription that requires an annual subscription fee. Studio Prime is only available using Studio US.

6.2. Studio Prime Access right. Subject to Licensee's on-going compliance with the Terms and payment of applicable Fees, Bluebeam hereby grants Licensee a limited, non-transferable, non-exclusive, revocable right to access and use the Studio Prime services during the Initial Term and any applicable Renewal Term in accordance with the Documentation. The Studio Prime services may only be used by Licensee and Licensee's Prime Administrator, Prime Members and Prime Collaborators (each as defined in the Documentation) and only for Licensee's internal business purposes and no other. Internal business purposes do not include the resale of Prime services to third parties. Studio Prime subscriptions are valid for one (1) year commencing on the Revu 21 Subscription start date unless otherwise set forth in the applicable Order or other signed written agreement between Bluebeam and You.

6.3. User Level Restrictions. Licensee may only have such number of Prime Administrators, Prime Collaborators and Prime Members access and use Licensee's Studio Prime account that equals the subscription level specified in the applicable Order. Licensee may increase the subscription level at any time upon written notice to Bluebeam and payment of additional prorated subscription fees. Licensee may decrease the subscription level upon written notice to Bluebeam made at least thirty (30) days prior to each applicable Renewal Term.

6.4. Prime Administrators. Licensee acknowledges and agrees that Prime Administrators are solely responsible for (i) inviting Studio Users to become Prime Members or Prime Collaborators; (ii) managing all Prime Member and Prime Collaborator accounts (including, without limitation, access and permissions to Projects and Sessions for which they are Attendees); (iii) assign, create, modify and remove Prime Member and Prime Collaborator permission and restrictions; (iv) managing and controlling all content (including, without limitation, Project Files and Sessions Files) created or uploaded into or used in connection with the Studio Prime Account.

6.5. Prime Members. Licensee acknowledges and agrees that it shall inform and instruct all Prime Members under Licensee's Studio Prime Account of the following: (i) the Prime Member's Studio account will be under

the exclusive control of the Prime Administrator; (ii) the Prime Administrator can and will access the account and related content, create and modify permissions related to the account and otherwise monitor the Prime Members usage of the account; and (iii) the Prime Member may only have one Studio account, which is the Prime Member account.

7. Markup Editor *powered by Bluebeam Cloud*

7.1. Markup Editor. If included in Your subscription package, Markup Editor allows Licensee and its Authorized Users to create, annotate and share documents through the internet using a compatible browser as specified in the applicable Bluebeam Documentation or specifications.

7.2. Right to access and use the Markup Editor. Upon payment of a subscription package fee which includes Markup Editor and continuous compliance with the Terms, Bluebeam hereby provides Licensee and its Authorized Users with a limited, non-transferable, non-exclusive, revocable right to use and access Markup Editor through the internet for Licensee's internal business purposes. The Markup Editor Term begins on the subscription package start date and ends on the expiration date.

8. Field Tools *powered by Bluebeam Cloud*

8.1. Field Tools. If included in your subscription package, Bluebeam will make the Field Tools available to You. Access to Field Tools requires a modern web-browser to access on the web or the Bluebeam Cloud for iPad/iPhone application available for download in the Apple App Store under the Rights of Use provided in Section 2 below.

8.2. Right of Use. Subject to Licensee's timely payment of all applicable fees, acceptance and continuous compliance with the Terms, Bluebeam hereby grants to Licensee, during the applicable Initial Term and any Renewable Term, a limited, non-exclusive, non-transferable and revocable right to access and use Field Tools for its internal business purposes. The right to use and access Field Tools begins on the subscription package start date and ends on the expiration date.

9. Terms Applicable to All Cloud and Hosted Products

9.1. Updates/Scheduled Maintenance for cloud services. Licensee agrees Bluebeam may install Updates in the cloud services as deemed necessary by Bluebeam from time to time. Licensee acknowledges that Bluebeam may schedule downtime for cloud service updates and maintenance. Bluebeam shall use reasonable efforts to schedule downtime in a manner to avoid inconvenience to Licensee and publish downtime schedules on its website.

9.2. Suspension. Bluebeam has the right to disable, suspend, or discontinue Licensee access to subscribed cloud services (i) immediately if Bluebeam reasonably believes that there has been a material breach in security (in which case Bluebeam shall reactivate the functionality of the cloud when such breach has been remediated); (ii) upon written notice to Licensee in the event Bluebeam becomes aware of a claim of infringement, violation or misappropriation of Bluebeam's Intellectual Property Rights; or (iii) immediately in the event Licensee breaches the Terms, fails to pay any amounts when due or violates applicable law or regulations.

10. Software and Services End of Life

Bluebeam may, at any time and for any reason, including to address competitive demands, respond to a government regulation, order or law, or to advance innovation in its offerings, terminate a in whole or in part a Service or Software or cease to provide by sale or other means. On the designated date for a product End of Life, Bluebeam will no longer provide: (i) Technical Support; (ii) Updates; and/or (iii) maintenance services ("End of Life"). For any Service or Software subject to an End of Life designation, Bluebeam will post relevant dates on its website at least ninety (90) days prior to the End of Life effective date and will use commercially reasonable efforts to assist You for appropriate planning and suggest alternative services with substantially equivalent functionalities.

11. Single Sign On

Single Sign On ("SSO") services are available for some Software in supported technologies. SSO allows Licensee's Authorized Users to log into Services or Software with the same credentials used to log into their usual work network environment and do not require users to maintain separate log-in credentials. With SSO You are responsible for Your users and for ensuring the security of Your log in process.

12. Maintenance Subscription for Revu 20

12.1. Maintenance Subscription. "Maintenance" is an optional, add-on subscription service for Revu 20 and associated optional services that includes (i) unlimited phone and email support during Bluebeam's standard support hours; (ii) major version Upgrades of Revu 20, if any, at no additional charge (Revu 21 and Upgrades of Revu 21 are not included without conversion to subscription which includes support); and (iii) access to Drawings on a one-for-one basis of Seats with active Maintenance for Drawings Uploaders until March 21, 2023. Upon timely payment of the Maintenance Subscription Fee, Bluebeam agrees to provide Maintenance to Licensee with respect to Revu 20. Maintenance is valid for one (1) year commencing on the Maintenance start date unless otherwise set forth in the applicable Order. Bluebeam will not be required to perform Maintenance in the event Licensee does not make timely payment of the Maintenance Fee.

12.2. 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 expiration of the current term. Failure to pay the Maintenance Renewal Fee on or before the expiration of the current term shall cause the Maintenance subscription to terminate.

12.3. 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.

12.4. Termination; Non-Renewal:

12.4.1. 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.

12.4.2. Termination by Bluebeam. Bluebeam may terminate the Maintenance subscription at any time and for any reason by providing Licensee with thirty (30) days prior written notice of termination or immediately upon written notice of termination due to a breach of Bluebeam's Terms including the Acceptable Use Policy by Licensee or any Authorized 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.

12.4.3. Automatic Termination. The Maintenance subscription will terminate upon Licensee's failure to pay the Maintenance Renewal Fee on or before the Maintenance Renewal Date.

12.4.4. 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.

13. Professional Services

13.1. Appointment. Upon payment of the fee specified in the applicable Order or Proposal, Bluebeam agrees to provide and perform the training and consulting services. (the "Professional Services"). Bluebeam agrees to perform the Professional Services in a professional manner consistent with industry standards and in a manner consistent with the timeline commitments, travel expense estimates and other details as may be set forth in a Proposal and/or the Order provided to You by Bluebeam or as otherwise agreed in writing by the parties. Any Proposal signed by the parties is subject to and integrated into the Terms by this reference. You must use Professional Services within one (1) year of purchase unless otherwise detailed in the applicable Order or Proposal. Any Professional Services not scheduled within the applicable Term will be forfeited. Forfeited Professional Services are non-refundable.

13.2. Invoicing and Payment.

13.2.1. Fees for Professional Services are due in advance no later than twenty-one (21) business days prior to the first day that the Professional Services are scheduled to begin or within thirty (30) days from the Effective Date of the Order, whichever is sooner. Airline tickets will not be purchased, and the Services will not be confirmed until Bluebeam has received payment for the Professional Services. Actuals for travel expenses will be billed in arrears and in accordance with 13.3 below.

13.2.2. Unless otherwise provided in an Order or other signed writing between the parties, payments shall be submitted to the following address:

Bluebeam, Inc.

PO Box 840462.

Los Angeles CA 90084-0462

Attn: Accounting

Tel: (626) 296-2150

13.3. Travel Expenses (If applicable).

13.3.1 If, at the time of booking, the cost for airfare or hotel exceeds the not-to-exceed limits, Bluebeam will contact You in writing and give You the option of paying the higher travel costs or moving the proposed engagement commencement date.

13.3.2. Airfare – Economy domestic airfare, non-stop travel on a reputable air carrier made at least 14 days in advance of planned travel. International airfare (destinations outside of the United States) will be quoted separately.

13.3.3. Hotel – It is Bluebeam's policy that our employees stay in a reputable mid-level business hotel. Regardless of brand, we require the hotel to have interior doors to guest rooms for security purposes. For travel lasting more than four (4) consecutive days, Bluebeam reserves the right to book extended stay hotels of a reputable brand.

13.3.4. Rental car – Bluebeam will rent mid/standard-size rental cars from a national rental company. Insurance coverage provided by the rental car company is required and billable to You.

13.3.5. Other (ground transportation, airport parking, incidentals) - Ground transportation, fuel used and incidentals such as tolls and parking will all be invoiced to You per actual expenses.

13.3.6. Per diem – Per diem within the continental United States will be invoiced based on the General Services Administration guidelines [<https://www.gsa.gov/>]. The Department of Defense sets rates for Alaska, Hawaii, U.S. Territories, and Possessions.

13.4. Rescheduling and Cancellation. Cancellation and/or reschedule requests must be received in writing by email to training@bluebeam.com. You are responsible for ensuring that Bluebeam receives the written request. Bluebeam will reply with a written acknowledgement. Rescheduling the Professional Services is permitted with a minimum of twenty-one (21) business days advance notice. Bluebeam cannot guarantee a specific rescheduled date; it is based on availability. You are responsible for any additional travel costs incurred with rescheduling. If Bluebeam is unable to perform the Professional Services on the scheduled date, Bluebeam will notify You as soon as possible, but no later than 3 business days before the scheduled commencement date. You may cancel up to twenty-one (21) business days prior to the scheduled Professional Services date but will be responsible for any travel costs already incurred. Upon cancellation, travel costs already incurred will be invoiced in full. If weather conditions or other events of force majeure require that the Professional Services be rescheduled, You agree to cover the original travel costs as well as the additional travel costs arising out of the rescheduling.

13.5. Exclusivity and Status. Professional Services are non-exclusive, and Bluebeam is free to engage in or perform services directly or indirectly for any other person or entity. No person employed or retained by Bluebeam in connection with Bluebeam's performance of the Professional Services shall be considered an employee of You.

13.6. Dissemination of Project Reports.

If Professional Services include reports, You may publish or have published in its entirety, any written report, record, account, advice or summary produced and signed by Bluebeam, or any of its employees, which shall have been furnished to You by Bluebeam in accordance with the applicable Proposal. If, however, You wish to publish or have published any Bluebeam Report in less than its entire form, You must obtain Bluebeam's prior written consent. All Bluebeam reports or summaries identified as "draft" and all Bluebeam working notes or other works in progress are deemed to be documents "in less than entire form" and are not subject to publication by You absent Bluebeam's prior approval.

13.7. Ownership of Deliverables. Except as provided below, upon full and final payment to Bluebeam for Professional Services, the tangible items specified as deliverables or work product in the applicable Proposal (the "Deliverables") will become Your property for internal business purposes. Commercialization of the Deliverables in any way is prohibited. Bluebeam and You also agree that nothing in this contract shall be construed so as to prohibit Bluebeam from using a generic format of deliverable software or other materials developed hereunder for business purposes.

13.7.1. Bluebeam's Property. Notwithstanding the above provisions of this paragraph, Bluebeam shall retain ownership of all proprietary concepts, methods, techniques, processes, adaptations, ideas, processes, formulas, software, know-how, trade secrets, training materials, standards of judgment, and any materials provided not specified as a Deliverable (collectively "Bluebeam Property") owned by Bluebeam prior to an engagement.

13.8. Non-Solicitation. During the performance of Professional Services and for a period of one (1) year from completion of Professional Services, You shall not offer employment or an engagement (whether as an employee, independent contractor or Consultant) to any Bluebeam employee or Consultant who performs any of the Professional Services. The foregoing limitation shall not apply to employment subject to a general advertising campaign not specifically targeted at such employees and consultants.

14. Bluebeam University

14.1 Content. Bluebeam University ("BBU") is Bluebeam's self-guided training solution, providing in-depth guidance on product features and typical Revu workflows. All content on the BBU platform, including but not limited to, videos, practice exercises, downloadable content and drawings are Bluebeam's Intellectual Property and Bluebeam retains all right, title, and interest in the published content.

14.1.1. Content updates. Content on BBU is updated on a regular basis, however, due to production times, the content may not reflect the most recent product/feature updates for a period of time after those are released.

14.1.2. BBU content is offered primarily in American English, but may be available in other languages.

14.2. Access You can gain access to Bluebeam University in two distinct ways:

14.2.1. Access as a subscription user. For users with an annual subscription of Bluebeam's Software, You will gain access to BBU along with Your software access (a separate sign-in and authentication is required, but no additional payment). Your BBU access will terminate when Your software access terminates. If You renew Your software access, your BBU access will also renew.

14.2.2. Access as a perpetual license holder, or any other person that is not a subscription holder. One year of access to legacy (non-subscription-bundled) BBU content can be purchased from Bluebeam on a User basis. License is per individual and not for logins used for sharing purposes. The price will be available on bluebeam.com.

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Data Processing Addendum

By request to Legal@bluebeam.com

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BLUEBEAM ONLINE TERMS OF SALE – US & CANADA

AS OF MARCH 2019

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS, WITH RESPECT TO THE TRANSACTION(S) OCCURRING ON BLUEBEAM'S WEBSTORE. THESE TERMS OF SALE REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS. PLEASE REVIEW THESE TERMS OF SALE IN THEIR ENTIRETY BEFORE ENTERING INTO ANY TRANSACTION HEREUNDER IN ORDER TO CONFIRM YOUR ACCEPTANCE HEREOF. YOU MAY NOT ORDER OR OBTAIN PRODUCTS OR SERVICES FROM THIS WEBSTORE UNLESS AND UNTIL YOU: (A) AGREE TO THESE TERMS OF SALE IN THEIR ENTIRETY; (B) ARE AT LEAST 18 YEARS OF AGE; (C) HAVE THE LEGAL AUTHORITY TO BIND THE ORGANIZATION THAT YOU REPRESENT, IF ANY, TO THESE TERMS OF SALE; AND (D) ARE NOT PROHIBITED FROM ACCESS OR USING THIS WEBSTORE OR ANY OF THIS WEBSTORE'S CONTENTS, GOODS, OR SERVICES BY ANY APPLICABLE LAW, RULES OR REGULATION.

Overview and General Provisions

- 1.1 These terms and conditions of sale (the "Terms of Sale") apply to your purchase of Bluebeam's Software and Services through Bluebeam's Webstore.
- 1.2 These Terms of Sale are subject to change at any time without prior written notice. The most recent version of these Terms of Sale shall be posted for your review on the Website. Please review these Terms of Sale in their entirety prior to engaging in any transaction on the Webstore. Your continued use of the Webstore after any posting of updated Terms of Sale (which shall be dated as of their most recent update) shall constitute your acceptance of and agreement to any changes therein made.
- 1.3 These Terms of Sale are only available in English. Any translations of these Terms of Sale that may be available are non-binding and informational only.

- 1.4 If you have licensed Software from a third party reseller, these Terms of Sale do not apply to you and you should refer to the terms and conditions of sale of the relevant reseller.
- 1.5 You must be 18 years of age or older to license Software and/or purchase of Services from the Webstore.
- 1.6 You agree to these Terms of Sale by placing your order. If you refuse to accept these Terms of Sale, do not order Software or purchase Services from the Webstore. If you have already placed your order and no longer want to be bound by these Terms of Sale then you must either promptly cancel your order or return your purchase in accordance with Bluebeam's return policy for that particular product or service.
- 1.7 We recommend that you print a copy of these Terms of Sale or save a copy to your computer for future reference after placing an order.
- 1.8 **This is a binding agreement.** These Terms of Sale may NOT be altered, supplemented or amended by any other document unless the new document is signed by both you and Bluebeam.

Definitions

- 2.1 **"Bluebeam"** refers to Bluebeam, Inc. a Delaware corporation, located at 55 S. Lake Avenue, Suite 900, Pasadena, California 91101.
- 2.2 **"EULA"** means the end user license agreement that accompanies each copy of the Software and that is available at www.bluebeam.com/legal/eula as updated from time to time in Bluebeam's sole discretion.
- 2.3 **"License Certificate"** means the email certificate sent to you at the email address you provided to Bluebeam that includes the name of the Software licensed, your contact information, a link to download the Software, your serial number, our product key, and any add-on Services purchased by you in connection with the Software.
- 2.4 **"Receipt"** means the email confirmation sent to you confirming our acceptance of your order and dispatch of the Software.
- 2.5 **"Services"** mean any and all subscription based services that operate in conjunction with our Software, including, without limitation, maintenance, enterprise licenses, open licensing, as well as training, consulting and other professional services that may be offered by Bluebeam from time to time.
- 2.6 **"Software"** means a downloadable software application that is licensed to you subject to the applicable end-user license agreement, delivered to your computer via the internet, and described in your order confirmation, License Certificate and Receipt (each delivered by email to the email address provided by you to Bluebeam).
- 2.7 **"Website"** means the website operated by Bluebeam and located at the URL: www.bluebeam.com.
- 2.8 **"Webstore"** means the online store operated by Bluebeam located at the URL: shop.bluebeam.com.

Online Orders and Process

- 3.1 **Orders:** When placing an order on the Webstore, you are effectively offering to purchase whatever Software and Services you select. Bluebeam reserves the right to accept or reject any order in our own discretion. When Bluebeam elects to accept your offer, you will receive a confirming email at the email

address that you provide at such time. Notwithstanding, Bluebeam reserves the right to cancel any order at any time, even if such order was previously accepted by us (as evidenced by a confirming email). Additionally, you have the option of cancelling your order at any time prior to your receipt of the email confirming your order referenced herein.

- 3.2 Process – Placing an Order: Upon placing an order, you will receive (A) an onscreen confirmation, which we suggest you print for your records, (B) an email confirmation, (C) a Receipt via e-mail acknowledging the order and providing registration and installation instructions, and (D) a License Certificate via e-mail.
- 3.3 Process – Canceling or Modifying an Order: To cancel or modify your order, you must contact Bluebeam by phone 866-496-2140 or email sales@bluebeam.com.
- 3.4 Delivery: Licensed Software is delivered by internet download to your computer, and requires installation and activation.

Prices

- 4.1 USD Only. Prices offered on the Webstore are in U.S. dollars only. The price paid is as reflected on your Receipt.
- 4.2 Taxes. Prices displayed on the Webstore do not include sales, use or other tax or duties, if applicable, which will be added to your total invoice price and provided to you both before you place your order and in your Receipt. You are responsible for any federal, state and local taxes that may apply to your order.
- 4.3 Prices and configurations advertised on the Webstore are subject to change without notice or obligation prior to acceptance of your order.
- 4.4 Bluebeam strives to communicate accurate pricing and product information but will not be held responsible for any pricing, typographical or other errors in such communications. If Bluebeam discovers a pricing error, we will notify you at the email address provided by you. Changes to pricing will not affect any order which we have confirmed with a Purchase Receipt.
- 4.5 The final, total price, including any applicable taxes, will be stated on your Receipt.

Payment Terms

- 5.1 Payment may only be made with a valid credit or debit card. You represent and warrant your full right and authority to make such purchase in the manner elected without violating any applicable law, rule, or regulation. Checks are not accepted.
- 5.2 Your credit card will be charged within three (3) days of receipt of your License Certificate.

Return Policy

- 6.1 Bluebeam will not accept the return of any Software that you purchased from a third party.
- 6.2 You may return licensed Software acquired via the Webstore at any time during the first thirty (30) days following the date your payment is received by Bluebeam for a full refund. After this thirty (30) day period, returns will not be accepted and no refund will be paid.

6.3 To make a return please follow these steps:

7.3.a. Email us at sales@bluebeam.com or Call us at 866-496-2140.

7.3.b. You will be required to provide us with your order confirmation number or your email address.

Limited Warranty; Disclaimer of Warranties

- 7.1 All Software is sold 'as is' without warranty of any kind except as may be provided in the EULA as updated and amended from time to time by Bluebeam.
- 7.2 You represent and warrant to us as follows: (a) that you have the right to enter any transaction contemplated for hereby without violating these Terms of Sale, any applicable law, rule, or regulation, and/or any agreement with, or rights of, any third party; (b) that you will use the Software and/or Services provided hereunder exactly as authorized and never in any way that would violate any applicable law or third party right of any kind; and (c) that you are licensing Software and or purchasing Services from the Webstore solely for your own use, and not for resale or export.
- 7.3 **Purchases may not be resold or exported.** Your purchase is for your own use, not for resale or export. Your purchase may not be sold, leased, or transferred to restricted countries, restricted end users, or for restricted end uses according to U.S. export and sanctions laws.

Privacy Policy and Website Terms of Use

- 8.1 Please review our Privacy Policy and Website Terms of Use, which can be found at the following addresses respectively: www.bluebeam.com/legal/privacy-policy and <https://www.bluebeam.com/legal/terms-of-use>. The Privacy Policy governs Bluebeam's collection, processing and use of Personal Information that we collect from you through the use of our Website, Webstore, Software and Services. The General Services and Software Terms of Use governs your use of our Website in general. Your use of the Webstore is governed by all of these policies.

Assignment

- 9.1 Bluebeam may assign or otherwise transfer any or all of its rights or obligations hereunder, in whole or in part, to any third party in its sole discretion. You may not assign any of your rights or delegate any of your duties hereunder at any time without our prior written consent in each instance, and any attempt to do so shall be null and void.

Partial Invalidity

- 10.1 In the event that any part or portion of these Terms of Sale are deemed to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

Notices

- 11.1 Bluebeam may provide notices hereunder to you by: (i) email; (ii) regular mail; or (iii) posting them on the Website. You shall be responsible for ensuring that you have provided us with your current email and mailing addresses. You can contact us at any time by any of the following means: (a) personal delivery, overnight courier, or registered or certified mail to: Bluebeam, Inc., 443 S. Raymond Avenue, Pasadena, California 91105 USA Attn: Legal Department; or (b) email to legal@bluebeam.com.

Governing Law; Disputes

- 12.1 Governing Law. You agree that all matters relating to your access to or use of the Website and Webstore, including any sales or licenses there-under, any claim and all disputes (whether in contract, tort or otherwise), will be governed by the laws of the United States and by the laws of the State of California without regard to its conflicts of laws provisions.
- 12.2 Time Limitation to Bring A Claim. Any claim under these Terms of Sale must be brought within one (1) year after the cause of action arises, or such claim or cause of action is barred. No recovery may be sought or received for damages other than out-of-pocket expenses, except that the prevailing party will be entitled to costs and attorneys' fees.
- 12.3 Dispute Resolution. In the event of any controversy or dispute between you and Bluebeam arising out of or in connection with your use of the Website and/or Webstore, the parties shall attempt, promptly and in good faith, to resolve any such dispute. If we are unable to resolve any such dispute within thirty (30) days, then either party may submit such controversy or dispute to mediation. **IF THE DISPUTE CANNOT BE RESOLVED THROUGH MEDIATION, THEN THE PARTIES AGREE TO GIVE UP ANY RIGHTS TO LITIGATE CLAIMS IN A COURT OR BEFORE A JURY, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO A CLAIM. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE OR MAY BE LIMITED IN ARBITRATION.**
- 12.4 Arbitration. **ANY CLAIM, DISPUTE OR CONTROVERSY (WHETHER IN CONTRACT, TORT OR OTHERWISE, WHETHER PRE-EXISTING, PRESENT OR FUTURE, AND INCLUDING STATUTORY, CONSUMER PROTECTION, COMMON LAW, INTENTIONAL TORT, INJUNCTIVE AND EQUITABLE CLAIMS) BETWEEN CUSTOMER AND BLUEBEAM,** its agents, employees, successors, assigns, direct and indirect subsidiaries, and any third party providing any Software or Services to you in connection with your purchase (collectively "Bluebeam") arising from or relating in any way to your license of Software or purchase of Services, these Terms of Sale, its interpretation or the breach, termination or validity thereof, the relationships which result from this Agreement (including relationships with third parties who are not signatories to this Agreement), Bluebeam's advertising or any related purchase **SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION.** The arbitrator shall have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision including any unconscionability challenge or any other challenge that the arbitration provision or the Agreement is void, voidable or otherwise invalid. The arbitration shall be administered by the American Arbitration Association (AAA) or JAMS (or a substitute forum if both are unavailable). Arbitration proceedings shall be governed by this provision and the applicable procedures of the selected arbitration administrator, including any applicable procedures for consumer-related disputes, in effect at the time the claim is filed. Consumer claimants (individuals whose transaction is intended for personal, family or household use) may elect to pursue their claims in small-claims court rather than arbitration. The arbitration or small-claims court proceeding will be limited solely to the

customer's individual dispute or controversy. You agree to an arbitration on an individual basis. In any dispute, NEITHER CUSTOMER NOR BLUEBEAM SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER CUSTOMERS, OR ARBITRATE OR OTHERWISE PARTICIPATE IN ANY CLAIM AS A CLASS REPRESENTATIVE, CLASS MEMBER OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. This transaction shall be governed by the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA). Any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction. The arbitrator may award reasonable fees under the standards for fee shifting provided by law. Information on AAA or JAMS and their applicable rules are available at the following numbers and URLs: American Arbitration Association, (800) 778-7879, www.adr.org; JAMS, (800) 352-5267, www.jamsadr.com.

Entire Agreement

- 13.1 These Terms of Sale, any communications and/or instructions that Bluebeam provides to you relating to the Software and/or Services, the applicable EULA, Bluebeam's General Services and Software Terms of Use and Bluebeam's Privacy Policy, shall, collectively, be deemed a final and integrated agreement between you and us with respect to the subject matter hereof.

Contact Us

- 14.1 Purchase Inquires: If you have questions about your order, please email us at sales@bluebeam.com.
14.2 Service/Support Inquires: If you have service and support questions, please email support@bluebeam.com.

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Code of Conduct

Code of Conduct of the Nemetschek Group

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Code of Conduct - Preamble

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Preamble

As employee, each of us contributes significantly to the public image of the Nemetschek group, through our appearance, conduct and actions. All of us are jointly responsible for ensuring that the Nemetschek group lives up to its worldwide social responsibilities. Our strategy as well as our day-to-day operations are based on high ethical and legal principles.

This Code of Conduct provides a framework of standards which apply to every employee of the Nemetschek group (hereinafter „employee¹“), regardless of her or his position. The Code of Conduct specifies how employees should deal with the ethical and legal requirements in running the business, and also shapes the way in which we interact with our business partners, employees, shareholders and the public.

This Code of Conduct constitutes the minimum standard of behavior for all employees of the companies in the Nemetschek group and must be complied with by all employees.

Violations of the Code of Conduct will be prosecuted in the interests of all employees and violators will face sanctions. All employees are obliged to inform themselves about the existing internal and external policies to ensure that they comply with them. If an employee is not sure of the compliance of an event or action with the standards of the Nemetschek group, do not hesitate to ask your line manager or Compliance. It is the responsibility of each manager to ensure, that her or his organization complies with the Code of Conduct.

1. Conduct with, and respect, for one another

Every employee acts as an ambassador for the Nemetschek group. Nemetschek expects employees to demonstrate friendly, objective, fair and decent conduct towards other persons, both within and outside of the group.

Employees must ensure a fast and smooth exchange of information within the group. Information shall not be withheld unlawfully, falsified or communicated selectively.

It must be communicated accurately and completely to other divisions or departments unless it is possible that the interests of Nemetschek could be compromised.

Any type of discrimination is not permitted. In particular, Nemetschek will not tolerate any form of discrimination or harassment on the basis of origin, gender, disability, religion, age, sexual orientation, political views or involvement in a labor/trade union.

Nemetschek fosters a culture that encourages and appreciates candid feedback and collaboration. The essential criteria for the development of employees are performance, potential, experience, conduct and integrity.

¹ In the interests of better readability, the text that follows is not gender-inclusive. We hope our female employees will understand.

2. Compliance with laws and accountable business management

All employees must comply with all laws and regulations relevant and specific to their working environment, as well as any internal instructions and guidelines.

External and internal business activities must be documented in full and accurately in order to comply with statutory laws as well as Nemetschek's own regulations.

3. Confidentiality

Business and industrial secrets must be kept confidential; this also applies to other types of information which Nemetschek, its contracting partners or customers have, or may have, an interest in keeping confidential.

Such information is not permitted to be passed to unauthorized persons without the appropriate approval, and must also be appropriately protected from being available in any form or in any way to a third party or an unauthorized employee.

4. Conflicts of interest, separation of private and group interests

Nemetschek requires its employees to be loyal to the group. Every employee must separate her / his private interests from the interests of Nemetschek. Objective criteria must form the basis for taking internal decisions or for business relations with a third party.

Any secondary employment, professional consulting services or substantial financial investment in a competitor, customer or supplier are subject to prior approval and may not have any adverse impact on the interests of Nemetschek.

Substantial financial investment by close family members in a competitor, customer or supplier must be disclosed to the employee's manager to ensure that the employee is not subject to a potential conflict of interest.

5. Corruption or bribery

Nemetschek does not tolerate any form of corruption, bribery, venality or other unlawful granting of advantage. Any violation on the part of an employee will invariably result in the termination of their employment contract and criminal prosecution.

6. Prevention of money-laundering / no unlawful activities

Nemetschek supports all necessary measures to prevent money-laundering within its sphere of control and makes all efforts to avoid being misused for any other illegal purpose.

In the workplace, employees are not permitted to tolerate illegal actions or to support the illegal activities of others.

7. Competition and anti-trust laws

Nemetschek is committed, without any limitation, to competition by fair means and to strict compliance with anti-trust laws.

It is a fundamental principle of Nemetschek that employees must act in compliance with the respective competition laws that are currently in force.

8. Protection of natural resources and of Nemetschek assets

In their work, employees must consider natural resources and ensure that their activities are as environmentally friendly as possible. When selecting suppliers, advertising materials or other external services, employees should give due consideration to ecological, ethical and social as well as economic aspects. Nemetschek's objective is profitable growth with a due respect for society and the natural environment.

The use of assets and resources of the group companies for private or third-party purposes is generally prohibited. Such use is only permitted on a case-by-case basis with prior approval from Nemetschek. All risks arising from business activities are controlled and minimized by Nemetschek's risk-management system.

9. Accepting and granting of gifts and other favors

Gifts and favors from, or to, business partners are acceptable up to a certain level if they are in line with regional custom and practice. However, gifts and favors are unacceptable where they may result in a conflict of interest or harm the reputation of Nemetschek.

As a result, employees are not permitted to accept or to grant benefits or favors - of any kind, particularly personal gifts of an inappropriate value - that would indicate to an objective and reasonable third-party that they may be used to influence business decisions or transactions. Invitations must be within the limits of the regional customs pertaining to hospitality. The acceptance and granting of money is prohibited.

In cases of doubt, the employee must consult her / his line manager or human resource department or Compliance.

10. Periodic accounts and financial communications

Nemetschek assures the timely publication of complete, accurate and comprehensible periodic accounts and financial reports, which are prepared in accordance with national and international accounting rules and principles.

Accordingly, Nemetschek supplies the capital market stakeholders with comprehensive and continuous financial communications.

11. Insider rules

Employees are committed to complying with the insider rules applicable to securities trading, for example, the ban on insider trading.

In particular, employees are not permitted to use or to make available to a third party any information that is not publicly known (insider information) for the purposes of buying or selling shares.

12. Data protection and IT security

Employees and business partners have the informal right of self-determination, which must be upheld; all employees must comply with each and every one of the provisions and regulations pertaining to data protection and privacy.

As a result of the intensive use of IT systems, Nemetschek's business activities are heavily dependent on the proper functioning and availability of such systems. Risks resulting from this dependence are controlled and minimized on the basis of the group guidelines and instructions regarding IT security, which are issued by Nemetschek.

13. Implementation of compliance rules

No employee shall derive any disadvantage at the company from her / his compliance with the above principles.

Employees are required to report any violations of the Code of Conduct. In such instances, employees are initially advised to consult their line manager or compliance@nemetschek.com. Reporting can be made by name or, if so desired, anonymously. Anonymous reports have to be provided in English and can be sent to an international law firm appointed by Nemetschek*.

The efficient and effective processing of reports is guaranteed as well as strictest confidentiality, particularly the anonymity of the employee, for reports of any kind.

*** HEUKING KÜHN LÜER WOJTEK**

Partnerschaft mbB von Rechtsanwälten und Steuerberatern
Rechtsanwalt Dr. André-M. Szesny, LL.M.
Georg-Glock-Straße 4
40474 Düsseldorf
Tel. 0800-7243903
Fax +49 (0)211 600 55-210
nemetschek@heuking.de

The guideline enters into effect as of March 15, 2012, and shall be complied with by those it is addressed to.

Munich, August 3, 2016

DMCA Policy

Bluebeam respects the intellectual property rights of others and expects its users to do the same. In accordance with the Digital Millennium Copyright Act of 1998 (the "DMCA"), the text of which may be found on the U.S. Copyright Office website at <http://www.copyright.gov/legislation/dmca.pdf>, Bluebeam will respond expeditiously to claims of copyright infringement committed using any of our online services if such claims are reported to Bluebeam's Designated Copyright Agent identified below.

If you are a copyright owner, authorized to act on behalf of one, or authorized to act under any exclusive right under copyright, please report the alleged copyright infringement taking place on or through our online services by completing the following DMCA Notice of Alleged Infringement and delivering it to Bluebeam's Designated Copyright Agent. Upon receipt of Notice as described below, Bluebeam will take whatever action, in its sole discretion, it deems appropriate, including removal of the allegedly infringing content from our online services. We may also terminate the User Accounts of repeat infringers. If we remove any content from our online services, we will make a good-faith attempt to contact the party responsible for posting or displaying the content so the owner may make a counter-notification. If we receive a counter notification from the alleged infringer pursuant to sections 512(g)(2) and (3) of the DMCA, we may reinstate access to the content.

DMCA Notice of Alleged Infringement ("**Notice**")

1. Identify the copyrighted work that you claim has been infringed, or - if multiple copyrighted works are covered by this Notice - you may provide a representative list of the copyrighted works that you claim have been infringed.
2. Identify the material or link you claim is infringing (or the subject of infringing activity) and to which access is to be disabled, including at a minimum, if applicable, the URL or URLs of the web pages where the allegedly infringing material may be found.
3. Provide your company affiliation (if applicable), mailing address, telephone number, and, if available, email address.
4. Include both of the following statements in the body of the Notice:
 - "I hereby state that I have a good faith belief that the disputed use of the copyrighted material is not authorized by the copyright owner, its agent, or the law (e.g., as a fair use)."
 - "I hereby state that the information in this Notice is accurate and, under penalty of perjury, that I am the owner, or authorized to act on behalf of, the owner, of the copyright or of an exclusive right under the copyright that is allegedly infringed."
5. Provide your full legal name and your electronic or physical signature.

In addition to the foregoing, it would be helpful if you are also able to provide a copy of the copyright Certification of Registration for your work.

Deliver the Notice, with all items completed, to Bluebeam's Designated Copyright Agent at the address listed below:

Bluebeam, Inc.

Attn: Legal Dept./Copyright Agent

443 S. Raymond Avenue

Pasadena, CA 91105 USA

legal@bluebeam.com

Counter notification must also be submitted to Bluebeam's Designated Copyright Agent as identified above.

Please note that under applicable law, 17 U.S.C. 512(f), any person who knowingly materially misrepresents that material or activity is infringing may be subject to liability.

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Bluebeam Intellectual Property

Patents

This webpage is provided to satisfy the virtual patent marking provisions of various jurisdictions including the America Invents Act and 35 U.S.C. § 287(a). Additional patents may be issued or pending in the US and elsewhere.

The Bluebeam Revu® software application may be covered under one or more of the following international patents:

7,600,198; 7,600,193; 8,244,036; 8,509,535; 7,907,794; 8,990,681; 9,280,254;; 7,971,149; 8,443,280;
8,737,746; 10,067,917; 10,733,357; 9,846,707; 9,588,971; 10,055,098; 10,976,899; 9,990,340; 10,789,418;
10,402,472; 11,120,197; 10,534,859; 11,182,543; 10,387,010; 10,936,172; 10,452,751; 11,087,069;
8,823,744

The Bluebeam Revu® software application may be covered under one or more of the following international patents:

Australian Patents 2006316845; 2006316858; 2008209631; 2008209632; 2010332171; 2011357672;
2013235787; 2013376946; 2013376863; 2015211150; 2015211152; 2015298291; 2016343938;
2019229348.

Canadian Patents 2676487; 2903818; 2676283; 2648614; 2782903; 2823832; 2898805; 2898806;
2945684; 2865731

European Patents 1958056; 1958083; 2106594; 2126720; 3065063; 2671191; 2828832; 3103002.

Japanese Patents 5908501; 5953382; 6407892; 6151802; 6595503; 6543692.

The Bluebeam Revu® for iPad mobile application may be covered under one or more of the following United States Patents:

7,600,198; 7,600,193; 8,443,280; 10,402,472; 11,120,197; 11,132,165; 10,534,859; 11,182,543.

The Bluebeam Revu® for iPad mobile application may be covered under one or more of the following international patents:

Australian Patents 2006316845; 2006316858; 2010332171; 2015298291; 2016343938.

Canadian Patents 2782903.

European Patents 1958056; 1958083; 3,335,170.

The Bluebeam Studio® software as a service may be covered under one or more of the following United States Patents:

10,402,472; 11,120,197; 11,132,165

The Bluebeam Studio® software as a service may be covered under one or more of the following international patents:

Australian Patents: 2015298291

The Bluebeam Cloud™ software as a service may be covered under one or more of the following United States Patents:

7,600,198; 7,600,193; 8,244,036; 8,509,535; 7,907,794; 8,990,681; 9,280,254; 8,443,280; 8,737,746;
10,067,917; 10,733,357; 9,846,707; 9,588,971; 10,055,098; 10,976,899; 9,990,340; 10,789,418; 1,132,165;
10,534,859; 11,182,543; 10,387,010; 10,936,172; 10,452,751; 11,087,069; 8,823,744

The Bluebeam Cloud™ software as a service may be covered under one or more of the following international patents:

Australian Patents 2006316845; 2006316858; 2008209631; 2008209632, 2010332171; 2011357672;
2013235787; 2013376946; 2013376863; 2015211150; 2015211152; 2016343938; 2019229348.

Canadian Patents 2676487; 2903818; 2676283; 2648614; 2782903; 2823832; 2898805; 2898806;
2945684; 2865731.

European Patents 1958056; 1958083; 2106594; 2126720; 3065063; 2671191; 2828832; 3103002.

Trademarks

The following is a non-exhaustive list of Bluebeam's trademarks and service marks.

When using Bluebeam's trademarks in publications that will be distributed only in the United States, include the appropriate ™, SM, or ® symbol on first use.

When using Bluebeam's trademarks in publications that will be distributed outside the United States, do not include trademark symbols. Instead use the appropriate trademark attribution notice, for example: Bluebeam and Revu are trademarks of Bluebeam, Inc., registered in the U.S. and other countries.

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Bluebeam Revu
Bluebeam Vu
Atlas
Batch Link
Build for Today. Building for Tomorrow
eXtreme
Revu
StrXur
Studio
Vu



Copyrights

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Welcome to Bluebeam's Privacy Policy

Bluebeam Privacy Policy was updated on September 24, 2020.

Protecting your privacy is important to us at Bluebeam. When you use Bluebeam's websites, products and services, you share information with us. This Privacy Policy covers how we collect, store, disclose, transfer, and use information.

APPLICABILITY OF THIS PRIVACY POLICY

As used herein "Bluebeam" collectively means Bluebeam, Inc. and its subsidiaries.

This Privacy Policy applies to all of Bluebeam's products and services (collectively our "Services"), including Bluebeam's mobile and desktop applications (e.g. Revu®), online collaboration services (e.g. Studio™) and tools, technical support services, training services (e.g. Bluebeam University), and Bluebeam's websites (e.g. www.bluebeam.com).

This Privacy Policy does not apply to third party applications or software that integrate with the Services or any other third party products, services or businesses.

CONSENT

By using our Services, you consent to the collection and use of personal and non-personal information (collectively "Your Information") as described in this Privacy Policy so please read it carefully and let us know if you have any questions. If you do not agree with the terms of this Privacy Policy, do not access or use our Services.

PRIVACY POLICY CHANGES

We may modify or update this Privacy Policy from time to time. When we change this Privacy Policy in a material way, a notice will be posted on our website (www.bluebeam.com) along with the updated Privacy Policy. If you use our Services after an update has been made to this Privacy Policy, you consent to the changed policy.

INFORMATION WE COLLECT AND USE

We collect Your Information in various ways when you use our Services. We collect and use Your Information when you have voluntarily provided such information to us, when adequate consent is granted by you, or on the basis of a statutory provision. As a general rule, we will use Your Information only for the purpose for which you provided the information to us, e.g. to answer your inquiries or grant you access to certain information or offerings. You are not required to provide Bluebeam with Your Information; however, if you chose not to in some cases we will not be able to provide you with our Services or respond to your inquiries.

We collect and use Your Information in three basic ways:

1. **Information You Give Us.** We collect, store and use Your Information when you provide it to us voluntarily. For example:

- When you communicate with us by email, telephone or other means, including any other information that you might supply voluntarily in your communications;
- When you elect to receive our newsletter and other electronic communications from us. You can opt-out of receiving such communications at any time by clicking on the "unsubscribe" link at the bottom of each email we send (Please also review the section below titled "**Opt-Out**");
- When you elect to download a trial version of our desktop software applications;
- When you elect to download and use our mobile applications;
- When you elect to attend an online or in-person training or event with us;
- When you elect to purchase products and services from us;
- When you elect to create a user account with us;
- When you apply for a job with us; and
- When you visit one of our offices.

2. **Information We Collect From Your Use of Our Services.**

- **Usage Information.** When you use our Services, we gather some information automatically and store it in log files. For example, we collect, store and use your Internet Protocol (IP) addresses, location, referring websites and/or applications, the number of times you visit an individual website page, date/time stamps, Internet service provider (ISP), information about your device (such as device name, what devices you use, your operating system, memory available, etc.) and your browser type, and clickstream data. We also use Cookies and other technologies as described below.
- **Account and Account Usage Information.** When you access password-protected areas for account holders, we collect, store and use your username, computer name, IP address, transaction information, pages and content accessed by you, and preferences.
- **Anonymous Usage Information.** We also collect, store and use data and information in a manner and form that on its own does not permit the direct association with any specific individual. We may collect, use, transfer and disclose non-personal information for any purpose. Please also review the section below titled "**Information Collected Through Google Analytics**" and "**Information Collected for Remarketing**".

Information Collected Through Cookies and Similar Technologies.

A cookie is a small file containing a string of characters that is sent to your device when you use our Services. Cookies may store unique identifiers, user preferences and other information. Bluebeam uses

cookies and other technologies such as pixel tags and web beacons to receive and store certain types of information when you interact with our Services. We also use cookies and other technologies to remember you as you use our Services. Our goal is to make your experience with Bluebeam more convenient and personal by recognizing you when you revisit our Services and to provide content and advertising that is relevant to you and your interests. We also use cookies to improve the quality of our Services, including for storing user preferences and tracking user trends (please also review the section below titled **"Information Collected Through Google Analytics"**).

We treat information collected by cookies and other technologies as non-personal information. However, to the extent that Internet Protocol (IP) addresses or similar identifiers are considered personal information by local law, we also treat these identifiers as personal information. Similarly, to the extent that non-personal information is combined with personal information, we treat the combined information as personal information for the purposes of this Privacy Policy.

You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features and some or all of our Services may not function properly without cookies. You may also change your cookie related consent [here](#).

Information Collected Through Google Analytics.

We use Google Analytics and may use other third party analytic tools to collect information about the use of our Services. Google Analytics collects anonymized information, such as how often users visit a Bluebeam website and what pages they visit when they do so. We only use the information we get from Google Analytics to improve our Services. GOOGLE ANALYTICS DOES NOT COLLECT YOUR NAME OR OTHER IDENTIFYING INFORMATION. We do not combine the information collected through the use of Google Analytics with personally identifiable information. Although Google Analytics plants a permanent cookie on your device to identify you as a unique user the next time you visit or use our Services, the cookie cannot be used by anyone but Google. Google's ability to use and share information collected by Google Analytics about your usage of our Services is restricted by the Google Analytics Terms of Use and the Google Privacy Policy.

Information Collected For Advertising and Remarketing.

We advertise online in a variety of ways, including displaying ads to you on third party websites and social media platforms. We use Google AdWords, Bing Ads, Demandbase and other third parties to advertise on third party websites and services to previous visitors and users of Bluebeam's Services. Remarketing allows us to tailor our marketing to better suit your needs and only display ads that are relevant to you based on your IP address or by placing a cookie, tag or similar technology on your device. The cookie is used to say "This person visited this page on Bluebeam's website, so show them ads relating to that page." Information collected by Google, Microsoft (Bing), Demandbase and other third parties through their remarketing services is used by them and is subject to their own policies and practices.

3. Information We Receive From Third Parties.

- You may be asked to provide Your Information to one of our authorized third party partners (e.g. authorized resellers, event collaborators, and educational service providers) (each a "Service Partner"). Bluebeam and our Service Partners may share Your Information but only to the extent necessary to carry

out the purpose for which you provided Your Information to us or our Service Partner, e.g. to provide you with access to our Services that are supported by Bluebeam's partner.

- A person or company may procure our Services for you, as their employee, to use at work. Your employer may give us Your Information in order for you to make use of the Services in connection with a separate agreement we have with your employer (a "Customer Agreement"). You may also be required to establish a user account with us to access the Services. User accounts require that you provide us with an email address. Other Services may require that we receive your name, title, email address, computer name, and IP address.
- We may receive information about organizations, industries, companies, website visitors, marketing campaigns and other matters related to our business from our parent corporation, affiliates and subsidiaries, our Service Partners, or others that we use to make our own information better or more useful. This data may be combined with other information we collect. Please also review the section below titled **"Interactions with Third Parties"**.

HOW WE USE YOUR INFORMATION

Bluebeam uses Your Information in furtherance of our legitimate business interests in the operation of our Services. We use Your Information to:

- **Communicate with you** – to respond to your email and other inquiries and requests, to send you newsletters and other information you sign up to receive from us, to send you information concerning any purchases you have made with us (e.g. receipts, license information, etc.), and to send you updates or notices related to the Services or related Services items that we think may be of interest to you. Some communications are considered part of the Services (e.g. administrative emails concerning changes to the Services and security, privacy or fraud notices) and you may not opt out of them. Some communications are marketing messages that you can opt out of, please see the section below titled **"Opt-Out"**.
- **Provide, improve, update, and maintain our Services** – to deliver the Services, to diagnose technical problems, to improve and enhance features and functionality, and to customize your experience with our Services.
- **Protect our Services** – to ensure only you and those you authorize have access to your account.
- **Investigate and help prevent security issues and abuse of our Services.**
- **Fulfill our obligations under a Customer Agreement.**
- **As may be required by law, legal process or regulation**

We use Your Information in combination with other user information to:

- Understand and analyze trends, including gathering and analyzing demographic information, identifying user preferences and interests;
- Administer and provide the Services;
- Learn about user behavior in order to improve our Services; and
- Market and promote our Services.

We may provide your information to third parties that assist us in these activities, such as helping us fulfill your request for a product, service or information or to tailor advertising that we think may be of interest to you (e.g. to allow third parties to tailor our ads to you on third party services). Please see the section below titled **"Interactions With Third Parties"**.

INTERACTIONS WITH THIRD PARTIES

This section describes how Bluebeam shares Your Information with our Service Partners and other third parties.

Service Partners - Generally.

We use Service Partners to perform supporting functions for the various Services we offer, such as payment processing, cloud storage providers, analytics providers, product training and online learning opportunities, job postings and applicant tracking, and customer research and surveys. Our Service Partners are NOT permitted to use the information collected from you for any purpose other than performing support functions for Bluebeam. In addition, we require that all Service Providers use reasonable safeguards to protect the limited set of your information that they may have access to.

Service Partners - Authorized Resellers and Distributors.

At times we may make certain portions of Your Information available to our authorized resellers and distributors to help Bluebeam provide our Services to you. For example, if you initiate a license of a Bluebeam software product through an authorized reseller, you authorize Bluebeam and that reseller to exchange information you provide during the license and registration process. We allow authorized resellers and distributors to access information regarding the licenses that they sold, which may include some or all of your information if you are a contact under an applicable license.

Customer Agreements.

We will share Your Information as may be required by an applicable Customer Agreement.

Corporate Affiliates.

We may share Your Information with our corporate affiliates, our parent corporation and our subsidiaries.

Corporate Changes.

We may share Your Information if we engage in a merger, acquisition, bankruptcy, dissolution, reorganization, sale of assets or stock, financing, public offering of securities, or similar transactions.

Protection of rights and Compliance with Laws.

We will release Your Information if we believe that such action is necessary to: (1) comply with the law, legal process, litigation or requests from governmental authorities (worldwide), (2) enforce our terms and conditions, including any applicable terms of use, user agreements, license agreements or Customer

Agreements, and (3) protect the rights, property, or personal safety of Bluebeam, its employees, and other Service users.

Links to Third Party Websites, Products and Services

Our Services may include links to third party websites, product or services or use or offer products or services from third parties. Information collected by third parties is governed by their privacy policies and practices. We recommend you read and become familiar with the privacy policies of all parties with which you interact.

Anonymous Data.

In all other circumstances, if we disclose any information to a third party it will be in the form of aggregated statistical data that does not identify any user individually. This anonymous information may include, for example, the purchasing patterns, trends, preferences and other collective characteristics of our users in general.

INTERNATIONAL USERS

Bluebeam's Services, which allow you to collaborate with other users of our Services around the globe, require by their nature that data flow from the European Union ("EU") (and other countries) to the United States ("US") and back. To ensure that EU personal information is adequately protected when transferred outside of the EU, the Data Protection Directive 95/46/EC and, as of May 25, 2018, the General Data Protection Regulation ("GDPR") mandates that such transfers take place using certain legal mechanisms as described here: https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu_en.

When transferring data from the EU and other countries, Bluebeam relies upon a variety of legal mechanisms, including contracts with our users and the European Commission-approved Standard Contractual Clauses for our EU based users.

EU-U.S. Privacy Shield and Swiss-U.S. Privacy Shield.

Bluebeam complies with the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks as set forth by the U.S. Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and/or Switzerland, as applicable, to the United States. Bluebeam has certified to the Department of Commerce that it adheres to the Privacy Shield Principles of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access, recourse enforcement and liability. In cases of onward transfers of data, received pursuant to the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks, Bluebeam is potentially liable. If there is any conflict between the terms in this Privacy Policy and the Privacy Shield principles, the Privacy Shield principles shall govern. To learn more about the Privacy Shield program, and to view our certification, please visit <https://www.privacyshield.gov/welcome>.

Bluebeam is subject to oversight by the U.S. Federal Trade Commission.

JAMS is the US-based independent organization responsible for reviewing and resolving complaints about our Privacy Shield compliance — free of charge to you. We ask that you first submit any such complaints directly to us via privacypolicy@bluebeam.com. If you aren't satisfied with our response, please contact JAMS at <https://www.jamsadr.com/eu-us-privacy-shield>. In the event your concern still isn't addressed by JAMS, you may be entitled to a binding arbitration under Privacy Shield and its principles.

European Union Model Clauses.

Bluebeam offers European Union Standard Contractual Clauses to meet the adequacy and security requirements for our customers that operate in the European Union and the United Kingdom. For a copy of our standard data processing addendum and/or the Standard Contractual Clauses, please email us at privacypolicy@bluebeam.com.

CONTROL OF YOUR INFORMATION

Access

Studio User Accounts

By signing into your Studio user account within the Revu® application, navigating to the Studio Preferences section, and editing your information

Bluebeam University Accounts

By signing into your user account, navigating to the My Profile section, and editing your information; or
By contacting us at training@bluebeam.com.

Licensing and Purchase Information

You can correct and update licensing information by emailing us at registration@bluebeam.com.

Bluebeam Developer Network

By signing into your BBDN user account, navigating to the Preferences section, and editing your information.

Opt-Out

Marketing Emails: If you no longer wish to receive marketing emails from Bluebeam, you can opt-out of receiving such communications at any time by clicking on the “unsubscribe” link at the bottom of each email we send. Also in the email footer, you will find an option to Manage Subscriptions if you'd like to adjust your subscription preferences.

Product and Service Emails: If you no longer wish to receive emails concerning the products and service you have licensed and/or purchased from us, you can opt-out of receiving such information at any time by contacting us at registration@bluebeam.com. If one of our Service users invites you to collaborate with

them as part of their use of the Services, we cannot prevent you from receiving those user initiated emails.

Regular Mail/Telephone/In-Person: If you no longer wish to be contacted by Bluebeam via regular mail, telephone or in-person sales calls, you can opt-out by emailing us at registration@bluebeam.com.

Service Partners: To opt-out of receiving communications from our Service Partners, you must contact the Service Partner directly.

Cookies: You can opt-out or change your cookie preferences online at <https://www.bluebeam.com/legal/cookie-declaration>.

When you opt-out or close your user account, we may retain a copy of your information for archival purposes and to avoid identity theft or fraud.

CHAT ROOMS AND FORUMS

We may from time to time provide chat sessions and rooms, forums, beta testing feedback services, message boards and/or bulletin boards (a "forum") for users to exchange information. Please remember that any information disclosed in these areas may be viewed by other users of the forums or the general public depending on how access to the forums are established. If you post in a forum, please use care not to disclose any confidential or personal information. Bluebeam is not responsible or liable for the uses that others may make of any information you post in a forum.

SECURITY

We use industry standard physical, technical and administrative security measures and safeguards to protect the confidentiality and integrity of your information. When your information is stored by Bluebeam, we use computer systems with limited access housed in facilities using physical security measures. Cloud data is stored in encrypted form including when we utilize third-party storage. All of our cloud services leverage Transfer Layer Security (TLS) to encrypt and protect information during transit.

It is your responsibility to protect the security of your login information. Please note that e-mails and other communications you send to us are not encrypted. We strongly advise you not to communicate any confidential information through these means.

CALIFORNIA DO NOT TRACK

Bluebeam's websites do not respond to browser "Do Not Track" (DNT) signals.

YOUR CALIFORNIA PRIVACY RIGHTS

The California Consumer Privacy Act ("CCPA") provides certain rights to California consumers concerning their Personal Information.

For details regarding the Personal Information we have collected over the last 12 months, including the categories of sources, please see the section above titled "**Information We Collect and Use**". We collect this information for the business and commercial purpose describe in the section above titled "**How We Use Your Information**". We share this information with the categories of third parties escribed in the section above titled "**Interactions with Third Parties**".

Subject to certain limitations, the CCPA provides California consumers the right to request to know more details about the categories or specific pieces of Personal Information we collect (including how we use and disclose this information), to delete their Personal Information, to opt out of any "sales" that may be occurring, and to not be discriminated against for exercising these rights.

California consumers may make a request pursuant to their rights under the CCPA by contacting us:

Via email at privacypolicy@bluebeam.com. We will verify your request using the information we have associated with your account, including email address. Government identification may be required.

Via regular US mail at Bluebeam, Inc., Attn: Legal Dept/CCPA, 443 S. Raymond Ave., Pasadena CA 91105. You must provide us with enough information to identify you (e.g. full name, address, account information). We will verify your request using the information you provide. Government identification may be required.

Via telephone at 1-866-496-2140.

California consumers may also designate an authorized agent to exercise these rights on their behalf. We are not obligated to make a data access or data portability disclosure if we cannot verify that the person making the request is the person about whom we collected information, or is someone authorized to act on such person's behalf. Any personal information we collect from you to verify your identity in connection with you request will be used solely for the purposes of verification.

SUMMARY

If you have any questions concerning this policy please send an email to us at privacypolicy@bluebeam.com.

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