

Manufacturer Services Agreement

SymetrIQ and Manufacturer are each a "Party" and together the "Parties".

1. Purpose

1.1. SymetrIQ operates the SymetrIQ Portal, a digital product information platform for architecture, engineering, construction, BIM and related professional use.

1.2. Under this Agreement, SymetrIQ will establish and operate a digital product portfolio for Manufacturer based on the product information and source materials supplied by Manufacturer.

1.3. The precise commercial scope is set out in the applicable Order Form forming part of this Agreement.

2. Order Form

The Parties will agree the commercial scope using an Order Form substantially in the form set out in Schedule 1.

The Order Form may specify:

number of SKUs;

onboarding fee;

annual Portal subscription fee;

optional modules;

Connector access;

Premium Analytics;

additional services;

agreed languages;

agreed deliverables; and

any customer-specific commercial terms.

Where the Order Form conflicts with this Agreement, the Order Form prevails for the specific service ordered.

3. Manufacturer Onboarding

3.1. Manufacturer will provide SymetrIQ with the materials reasonably required to establish its digital portfolio.

3.2. These materials may include:

SKU lists;

product names and descriptions;

technical product data;
PDF datasheets;
photographs and illustrations;
logos;
technical drawings;
certificates;
BIM or CAD source files, where available; and
other relevant product information.

3.3. SymetrIQ may process these source materials to create and maintain the digital portfolio.

3.4. Such processing may include:

structuring product data;
normalising data;
generating metadata;
categorisation and classification;
file conversion;
creation of previews;
image processing;
creation or optimisation of BIM/CAD assets;
translation where included in the Order Form;
technical preparation for publication; and
publication through the Portal.

4. Manufacturer Responsibilities

4.1. Manufacturer is responsible for providing reasonably complete and accurate source information.

4.2. Manufacturer represents and warrants that it has the rights and permissions required to provide all source materials to SymetrIQ and to authorise the uses described in this Agreement.

4.3. Manufacturer is responsible for ensuring that product information supplied by it reflects the current status of its products.

4.4. Manufacturer will notify SymetrIQ within a reasonable period of material changes including:

discontinued products;
changes to significant technical parameters;
replacement products;
product recalls;

material safety issues; and

material changes to official technical documentation.

4.5. Manufacturer will not knowingly provide unlawful, infringing or materially misleading content.

5. Manufacturer Content

5.1. "Manufacturer Content" means all pre-existing materials supplied by or on behalf of Manufacturer, including product data, documentation, photographs, trademarks, logos, drawings and other materials.

5.2. Manufacturer retains ownership of its Manufacturer Content.

5.3. Manufacturer grants SymetrIQ a non-exclusive, worldwide, royalty-free licence during the Term to:

- (a) reproduce;
- (b) store;
- (c) structure;
- (d) process;
- (e) adapt;
- (f) convert;
- (g) translate where applicable;
- (h) display;
- (i) distribute;
- (j) make available;
- (k) create previews from; and
- (l) otherwise use

Manufacturer Content to provide, operate, promote and maintain Manufacturer's digital portfolio and the applicable SymetrIQ Services.

5.4. The licence includes publication through the Portal and delivery of content through approved SymetrIQ software integrations and Connectors.

5.5. Manufacturer authorises SymetrIQ to use Manufacturer's name and trademarks within Manufacturer's Portal presence and in connection with the display and identification of Manufacturer's products.

5.6. Use of Manufacturer's name or logo by SymetrIQ as a general marketing customer reference outside the Portal requires:

Manufacturer's prior written approval.

6. SymetrIQ-Created Digital Assets

6.1. "Created Assets" means BIM objects, CAD assets, structured datasets, metadata structures, previews, converted files, templates or other digital materials created by SymetrIQ through its own work, technology or processes in connection with the Services, excluding Manufacturer's pre-existing intellectual property incorporated in them.

6.2. Intellectual property rights in Created Assets belong to SymetrIQ unless the applicable Order Form expressly states otherwise.

6.3. Payment of onboarding, subscription or other fees does not transfer ownership of SymetrIQ intellectual property.

6.4. Manufacturer retains all intellectual property rights in its underlying products, trademarks and Manufacturer Content incorporated into a Created Asset.

7. Manufacturer Licence to Created Assets

7.1. During the Term, SymetrIQ grants Manufacturer a non-exclusive, worldwide, royalty-free licence to use Created Assets relating to Manufacturer's products for:

- (a) internal business use;
- (b) product documentation;
- (c) product specification;
- (d) customer support;
- (e) sales and marketing of Manufacturer's own products; and
- (f) providing such assets to customers and project participants for legitimate use of Manufacturer's products.

7.2. Manufacturer may not sell Created Assets as standalone digital products or license them for inclusion in a competing BIM/CAD product library without SymetrIQ's prior written permission.

7.3. Manufacturer may not claim ownership of SymetrIQ's underlying technology, templates, automation, data architecture or other background intellectual property.

7.4. On termination of the Agreement, Manufacturer may continue to use copies of Created Assets already lawfully supplied to it for its own product documentation and existing product promotion, but SymetrIQ is not required to continue hosting, maintaining, updating or distributing those assets.

This continuing licence does not permit resale of the assets or operation of a competing library based on them.

8. End-User Distribution

8.1. Digital Assets published through the Portal may be downloaded and used by Portal Users in accordance with the current SymetrIQ Portal Terms of Service.

8.2. The standard User licence permits legitimate project and design use but prohibits standalone resale of the Digital Assets.

8.3. Manufacturer acknowledges that lawful copies already downloaded by Users may continue to exist in design and construction projects after content is subsequently removed from the Portal.

9. Fees

9.1. Fees are defined in the Order Form.

9.2. Pricing is based principally on:

the number of SKUs included in Manufacturer's digital portfolio; and
optional functions or modules selected by Manufacturer.

9.3. Optional services may include, among others:

Connector functionality;

Premium Analytics; and

other additional functions agreed by the Parties.

9.4. The initial onboarding fee is payable in accordance with the relevant invoice or Order Form.

9.5. The annual Portal subscription fee is payable in accordance with the relevant invoice.

9.6. Unless otherwise agreed in the Order Form, renewal subscription fees become due one month before the annual subscription anniversary.

9.7. Fees are exclusive of VAT and other applicable taxes unless expressly stated otherwise.

10. Term and Renewal

10.1. The initial subscription term is twelve (12) months from the service commencement date specified in the Order Form.

10.2. The Agreement automatically renews for successive twelve-month periods unless either Party gives notice of non-renewal.

10.3. Manufacturer may cancel renewal by sending notice to:

info@symetriq.org

10.4. Notice of non-renewal should reach SymetriQ at least thirty (30) days before the relevant subscription anniversary.

10.5. SymetriQ may also elect not to renew by providing at least thirty (30) days' notice.

10.6. Cancellation does not retrospectively affect fees relating to the current subscription period.

11. Changes to SKU Volume or Optional Services

11.1. Where the number of active SKUs materially changes, the Parties may adjust the subscription fee for the next subscription period in accordance with SymetriQ's then-current commercial proposal.

11.2. Optional modules may be added during the Term by written agreement.

11.3. Any additional fee will be confirmed before the optional service is activated.

12. Manufacturer Analytics

12.1. SymetriQ may provide Manufacturer with analytics concerning engagement with Manufacturer's portfolio.

12.2. Analytics may include:

products viewed;

number of views;

file downloads;
downloaded file formats; and
country-level usage statistics.

12.3. Standard Manufacturer Analytics will not include Portal Users' names, e-mail addresses or other directly identifying account information.

12.4. Premium Analytics may provide additional statistics as specified in the Order Form, but any use of personal data remains subject to applicable data-protection law and the SymetrIQ Privacy Notice.

13. Data Protection

13.1. Each Party will comply with applicable data-protection law.

13.2. SymetrIQ acts as an independent controller in relation to standard Portal User account administration and Portal usage analytics described in the SymetrIQ Privacy Notice.

13.3. Standard Manufacturer Analytics are intended to be aggregated and do not provide Manufacturer with directly identifiable Portal User information.

13.4. If the Parties introduce a service under which SymetrIQ processes personal data solely on Manufacturer's documented instructions, the Parties will enter into an appropriate data-processing agreement before that processing begins.

14. Service Availability

14.1. SymetrIQ will use commercially reasonable efforts to maintain availability and security of the Portal.

14.2. Unless an Order Form or separate SLA expressly states otherwise, no specific guaranteed uptime or service credit applies.

14.3. Maintenance, security updates, third-party infrastructure problems, emergency interventions and events beyond SymetrIQ's reasonable control may result in temporary interruption.

15. Support

15.1. Manufacturer may contact SymetrIQ for Portal-related support at:

info@symetriq.org

15.2. Unless separately agreed, SymetrIQ does not commit to contractual incident-response times or resolution times.

15.3. Premium or dedicated support arrangements may be agreed separately.

16. Confidentiality

16.1. Each Party will keep confidential non-public commercial, technical and business information received from the other Party that is identified as confidential or should reasonably be understood to be confidential.

16.2. Confidential information may be used only for performance of this Agreement.

16.3. Confidentiality obligations do not apply to information that:

- (a) is lawfully public;
- (b) was already lawfully known;
- (c) is lawfully obtained from another source without confidentiality restriction; or
- (d) is independently developed without use of the other Party's confidential information.

16.4. A Party may disclose confidential information where required by law, subject where legally permitted to appropriate prior notice.

17. Intellectual Property of the Platform

17.1. SymetrIQ retains all rights in its pre-existing and independently developed intellectual property, including:

Portal software;

source code;

database architecture;

data models;

design system;

Connectors;

templates;

automation;

algorithms;

processing and conversion workflows;

internal tools;

know-how; and

SymetrIQ trademarks and branding.

17.2. Nothing in this Agreement transfers ownership of such intellectual property to Manufacturer.

18. Third-Party Technology

18.1. Some functions may rely on third-party infrastructure, software or APIs.

18.2. SymetrIQ is not responsible for changes made by third-party providers that are outside its reasonable control.

18.3. Connector compatibility may be affected by updates to external BIM or CAD applications.

18.4. SymetrIQ will use reasonable efforts to maintain supported integrations but does not guarantee perpetual compatibility with all software versions.

19. Warranties

19.1. Each Party warrants that it has authority to enter into this Agreement.

- 19.2. Manufacturer warrants that it has sufficient rights to all Manufacturer Content supplied to SymetrIQ.
- 19.3. SymetrIQ warrants that it will provide the Services with reasonable professional care.
- 19.4. Except as expressly stated in this Agreement, the Services are provided without additional express or implied warranties to the extent permitted by law.

20. Liability

- 20.1. Neither Party is liable to the other for indirect or consequential loss, loss of profit or loss of business opportunity, except where such limitation is prohibited by law.
- 20.2. SymetrIQ is not liable for losses caused by materially inaccurate product information supplied by Manufacturer where SymetrIQ did not create the underlying inaccuracy.
- 20.3. Manufacturer remains responsible for the technical accuracy of Manufacturer Content supplied by it.
- 20.4. SymetrIQ's aggregate liability arising out of or in connection with this Agreement will not exceed the net fees paid by Manufacturer to SymetrIQ under the Agreement during the twelve (12) months immediately preceding the event giving rise to the claim.
- 20.5. The above limitation does not apply where liability cannot lawfully be limited or excluded.

21. Suspension

- 21.1. SymetrIQ may temporarily suspend all or part of the Service where reasonably necessary because of:
- material non-payment;
 - a serious security threat;
 - unlawful use;
 - material breach of this Agreement; or
 - a binding legal requirement.
- 21.2. Where the issue is reasonably capable of remedy, SymetrIQ will normally provide Manufacturer with an opportunity to remedy it before permanent termination.

22. Termination for Material Breach

- 22.1. Either Party may terminate the Agreement for material breach if the other Party fails to remedy a remediable material breach within thirty (30) days after written notice.
- 22.2. A Party may terminate immediately where the other Party becomes insolvent or where immediate termination is required by law.

23. Effects of Expiry or Termination

- 23.1. On expiry or termination, SymetrIQ may discontinue Manufacturer's Portal presence and cease publication of Manufacturer Content.
- 23.2. SymetrIQ may retain information where required by law, for legitimate claims, security purposes or temporarily within backup systems.

- 23.3. Lawfully downloaded Digital Assets cannot necessarily be recalled from third-party projects.
- 23.4. Manufacturer's rights under Section 7.4 survive termination to the extent stated there.
- 23.5. SymetrIQ retains ownership of Created Assets and SymetrIQ background intellectual property.

24. Force Majeure

Neither Party is liable for failure or delay caused by circumstances outside its reasonable control, including major infrastructure outages, natural disasters, war, government action or widespread telecommunications failure.

25. Notices

- 25.1. Operational notices may be sent by e-mail.
- 25.2. Manufacturer must maintain an up-to-date contractual contact e-mail address.
- 25.3. Notices of non-renewal from Manufacturer must be sent to:
info@symetriq.org
- 25.4. Formal notices to Manufacturer may be sent to the contact specified in the Order Form.

26. Changes to the Agreement

Any material change to this Agreement must be agreed in writing, except that SymetrIQ may update generally applicable Portal policies where reasonably necessary because of legal, security or technical changes, provided such updates do not materially remove Manufacturer's contracted commercial rights during a paid subscription period.

27. Governing Law and Jurisdiction

- 27.1. This Agreement is governed by Hungarian law.
- 27.2. The Parties will first attempt to resolve disputes through good-faith negotiations.
- 27.3. Any dispute that cannot be resolved through negotiation will be subject to the jurisdiction of the competent courts of Hungary.

28. General

- 28.1. This Agreement and its Order Forms constitute the agreement between the Parties concerning the subject matter covered by them.
- 28.2. If a provision is invalid or unenforceable, the remaining provisions remain effective.
- 28.3. Failure to enforce a provision does not constitute waiver.
- 28.4. Neither Party may assign this Agreement without the other Party's prior written consent, except in connection with a merger, restructuring or transfer of substantially all relevant business assets, provided the successor assumes the relevant obligations.
- 28.5. SymetrIQ may use subcontractors and technical service providers in performing the Services while remaining responsible for its contractual obligations.