

# Open Design Alliance Community User Agreement

September 5, 2025

THE SOFTWARE, DOCUMENTATION AND OTHER MATERIALS RELATED TO THE SOFTWARE (ANY OR ALL OF THE FOREGOING, THE "MATERIALS") YOU ARE OBTAINING ARE LICENSED FROM OPEN DESIGN ALLIANCE, NOT PURCHASED, AND ARE SUBJECT TO THE TERMS OF THIS COMMUNITY USER AGREEMENT. BY CLICKING ON THE "I ACCEPT" BUTTON, OR BY OTHERWISE ACCESSING OR USING ANY OF THE MATERIALS, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS OF THIS COMMUNITY USER AGREEMENT.

This Community User Agreement (this "Agreement") is made and entered into by and between Open Design Alliance, an Arizona nonprofit corporation (the "ODA"), and the person ("Community User") obtaining access to the Materials and ODA-provided services as indicated on the application form for this Agreement on the ODA website ("Application Form").

## 1. Background

The ODA provides its members with access to tools, software, and technology for developing computer aided design and technical graphics applications. Community User desires to access, download and use certain Materials, make inquiries about ODA membership, and submit support requests relating to the Materials ("Purpose"), and the ODA is willing to grant such access on the terms and conditions set forth in this Agreement.

## 2. Definitions

When used in this Agreement, the following terms have the meanings as follows:

**"Community Application"** means any free end-user software application made available by the ODA through its online resources including, but not limited to, Open IFC Viewer, Open STEP Viewer, and other free stand-alone utilities, including any Updates.

**"Documentation"** means ODA's standard user manuals and/or related documentation that relate to a particular Community Application or are generally made available by the ODA to its members.

**"Effective Date"** of this Agreement is the date Community User accepts the terms of this Agreement by clicking "I Accept" or begins accessing or using any of the Materials.

**"Update"** means any version of a Community Application developed by or for the ODA after commencement of the Term and provided to Community User by the ODA from time to time, in its sole discretion. The ODA has no obligation to develop or provide any Update.

## 3. Agreement

Accordingly, the ODA and Community User agree as follows:

### 3.1. Access.

#### 3.1.1. Grant.

Subject to the terms of this Agreement, the ODA will grant Community User access to Community Applications, Documentation and

Materials, for use in furtherance of the Purpose, including, but not limited to:

- **Web-Based Resources:** access to web-based demonstration versions of ODA's cloud visualization solution, other online demos, and online Documentation;
- **Support Access:** ability to submit requests through ODA's support ticket system for Community Application-related inquiries, partner program support (if applicable), and other authorized support issues as set forth in Section 3.2 and as designated by the ODA from time to time; and
- **Community Applications:** license to download and use Community Applications, subject to the following additional terms:
  - **Scope of Use:** Community User may use each Community Application for its intended functionality as described in the Documentation relating to the Community Application or in its interface (including, but not limited to, viewing, exploring, and converting supported file formats) but may not directly or indirectly resell or distribute a Community Application, or any part thereof, as part of any commercial application.
  - **License Grant:** The ODA grants Community User a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license during the Term to use each Community Application and related Materials solely within the Scope of Use and subject to the restrictions and other limitations set forth in this Agreement; provided, however, that Community User may not download any Documentation or use the Documentation for any purpose other than evaluation and reference.
  - **Restrictions:** Community User may not:

- a. rent, sell, market, lease, assign, transfer, convey or pledge as security or otherwise encumber any Community Application or other Materials;
- b. use any Community Application or other Materials in any time-sharing or service bureau arrangement or for monitoring or assessing internal control systems of any third party;
- c. decompile, disassemble, reverse engineer or otherwise attempt to reconstruct, obtain or perceive the source code of any Community Application;
- d. copy any Community Application or other Materials except as necessary for use pursuant to and in accordance with the license granted in this Agreement; or
- e. create derivative works of, or based on, Documentation.

Community User understands and agrees that access is limited to the resources specifically described in this Section 3.1.1 and that Community User has no right to download any other software or materials that the ODA owns or makes available to its members or third parties. Community User further understands and agrees that the rights the ODA grants to Community User under this Section 3.1.1 may not be transferred or licensed to any other person or entity, including Community User's employer, contractor, or such employer's or contractor's parent, subsidiaries, affiliates, business units or divisions. Except for the Community Applications specifically authorized for download under this Section 3.1.1, Community User may not download, copy or distribute any other Materials, or any part of them, directly or indirectly, by itself or with or incorporated in any other software or product.

### **3.1.2. Restrictions.**

The ODA reserves all rights in and to the Materials not expressly granted to Community User in this Section 3.1.1. No title to or



ownership of the Materials or any proprietary rights related to the Materials are transferred to Community User under this Agreement. Any and all feedback that Community User may provide to the ODA under this Agreement or related to the Materials will be owned solely by the ODA. Community User shall not use the Materials for any purpose or in any manner other than that expressly set forth in this Section 3.1.1 and otherwise in accordance with and subject to the terms and conditions contained in this Agreement. Community User acknowledges and understands, that the ODA automatically collects information on Community User's use of the Documentation and keeps statistics about downloads of the Materials and that the ODA may improve and develop the Materials based on such information, but ODA does not collect information about usage of Community Applications.

### **3.2. Support**

The ODA will provide Community User with access to the ODA's support ticket system during the Term (defined below), allowing Community User to ask questions of the ODA related to the Materials, including support for Community Applications and, where applicable, ODA partner programs; provided, however, that the ODA is not obligated to respond to such questions within a certain period of time or at all. Community User acknowledges and understands that any ODA member or other community user can see all support tickets entered by anyone into this system. In addition, Community User may subscribe to the ODA's email lists. Community User is entitled to, and the ODA will provide, no other support. The ODA may make changes to any Community Application and Materials, or to items referenced in any Community Application or other Materials, at any time without notice, but will not support, update, or provide training for Community Applications beyond what is made generally available through ODA's online resources.

### **3.3. Term; Termination.**

The "Term" commences on the Effective Date and shall terminate automatically in accordance with the following provisions:

#### **3.3.1. Termination by Community User.**

Community User may terminate this Agreement at any time by providing the ODA with written notice of its election to terminate; provided, however, that such termination will not relieve Community User of any liabilities or obligations incurred prior to the effective date of termination.

#### **3.3.2. Termination by ODA.**

In addition to any other rights and remedies that may be available to the ODA, whether at law, in equity, or otherwise, the ODA may terminate this Agreement:

- I. immediately if Community User violates any of its terms including, without limitation, the representations, warranties and covenants in Sections 4 and 6 below; or
- II. upon thirty (30) days' written notice, with or without cause.

#### **3.3.3. Effect of Termination.**

Upon termination of this Agreement, all access and any and all other rights and the license granted to Community User hereunder will immediately terminate and be of no further force or effect. Community User will immediately cease using all Community Applications and, at the ODA's request in the event of a termination due to Community User's breach or in the event of a termination due to government regulations including, but not limited to, the imposition of export restrictions or sanctions, destroy or delete all Community Applications, Documentation and other Materials, including all copies.

## **4. Representations and Warranties of Community User.**

Community User represents and warrants to the ODA as follows:

### **4.1. Contact Information.**

The principal office of the Community User is at the address set forth on the Application Form. Community User agrees to maintain current contact information, including an email address, to receive notices regarding this Agreement.

### **4.2. Authority.**

This Agreement constitutes the legal, valid, and binding obligation of Community User, enforceable against Community User in accordance with its terms. Community User has the absolute and unrestricted right, power, authority and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

## **5. Indemnification.**

Community User hereby releases and will defend, indemnify and hold harmless the ODA and all past, present or future members of the ODA for, from and against any and all claims, losses, damages, liens, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees) related to, arising out of or in connection with:

- a. Community User's use of the Materials, or any of them;
- b. any license, sale or other distribution of the Materials, or any of them, directly or indirectly;

- c. any breach of the representations and warranties set forth in Section 4; and
- d. any breach of Section 8.

This Section 5 will apply to the fullest extent permitted by applicable law, regardless of the fault or strict liability of the ODA. If Community User fails to assume the defense of any actual or threatened action covered by this Section 5 within the earlier of either

- a. any deadline established by a third party in a written demand or by a court, or
- b. 30 days of notice of the claim, the ODA may follow such course of action as it reasonably deems necessary to protect its interests and shall be indemnified by Community User for all costs reasonably incurred in such course of action.

## 6. Export Compliance.

Community User's use of Community Applications and other Materials must comply in all respects with all applicable laws, including export and sanctions regulations promulgated by the U.S. Bureau of Industry and Security, U.S. Office of Foreign Assets Control, or any other governmental agency. By using the Materials, Community User represents and warrants that Community User does not:

- i. appear on any denied, restricted and/or prohibited parties lists including without limitation, the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List and Sectoral Sanctions Identification List administered by the U.S. Department of the Treasury, Office of Foreign Assets Control, among others ("Sanctions Lists"); and is not
- ii. ordinarily resident in any country targeted by comprehensive U.S. economic sanctions, including presently Iran, Cuba, North Korea, or the Crimea, Luhansk or Donetsk regions of Ukraine, ("Sanctioned National") or
- iii. physically located in Russia while using ODA products or services or using

such products or services for the direct or indirect benefit of any person or entity that is physically located in Russia.

## **7. Warranty Disclaimer.**

THE MATERIALS ARE PROVIDED TO COMMUNITY USER "AS IS" AND WITH ALL BUGS, DEFECTS, ERRORS, DEFICIENCIES AND FAULTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE ODA HEREBY DISCLAIMS, AND COMMUNITY USER HEREBY WAIVES, ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTY ARISING FROM ANY COURSE OF PERFORMANCE OR DEALING OR USAGE OF TRADE, ANY WARRANTY OF NONINFRINGEMENT AND THE IMPLIED WARRANTY OF QUIET ENJOYMENT.

## **8. Confidentiality.**

Community User will not use, for itself or for others, disclose to others, or copy, any Confidential Information, except as necessary for the Purpose. For purposes of this Agreement, "Confidential Information" means the Materials and information, in oral, written, visual, electronic or other tangible form, of a confidential and/or proprietary nature and which in any way concerns or relates to the operations of the ODA or its members, and information and knowledge pertaining to members, research, processes, proprietary methods, improvements, ideas, discoveries, inventions, information, computer programs, tapes and related information and all other trade secrets, of the ODA that the Community User may learn or acquire. "Confidential Information" does not include any materials that Community User can demonstrate are in the public domain, were independently

developed by Community User without use of or access to Confidential Information, or were disclosed to Community User by a third party without violating any obligation of confidentiality.

## **9. Limitation of Liability.**

### **9.1. Disclaimer of Damages.**

IN NO EVENT WILL THE ODA OR ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS BE LIABLE TO COMMUNITY USER FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER SIMILAR DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE MATERIALS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY, EQUITY OR OTHERWISE, EVEN IF THE ODA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING WILL NOT RELIEVE THE ODA OR ANY OF ITS MEMBERS FROM LIABILITY FOR ANY WILLFUL MISCONDUCT OR BREACH OF ANY OBLIGATION OF CONFIDENTIALITY.

### **9.2. Liability Cap.**

THE CUMULATIVE LIABILITY OF THE ODA TO COMMUNITY USER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100.00 US). THE LIMITATIONS IN THIS SECTION 9 ARE INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

### **9.3. Third-Party Beneficiaries.**

The limitations set forth in this Section 9 will inure to the benefit of all past, present or future members and agents of the ODA acting at the request or on behalf of the ODA, and their respective officers, directors, employees, attorneys and agents, each being an intended third-party beneficiary of the provisions of this Section 9.

### **9.4. Restrictions and Limitations.**

The Materials are being provided to Community User free of charge. Community User understands and acknowledges that the ODA would not have entered into this Agreement and granted access and other rights to Community User other than with the restrictions and limitations imposed on and assumed by Community User in this Agreement.

## **10. Miscellaneous.**

### **10.1. Nonwaiver.**

No delay or omission by either party hereto to exercise any right or power under this Agreement will impair such right or power or be construed to be a waiver thereof. A waiver by either party hereto of any of the covenants to be performed by the other or any breach thereof will not be construed as a waiver of any succeeding breach thereof or of any other covenant herein contained.

### **10.2. Governing Law; Jurisdiction.**

Except as expressly prohibited by applicable law, all disputes arising out of

or related to this Agreement, whether based on contract, tort, or any other legal or equitable theory, will in all respects be governed by, and construed and interpreted under, the laws of the United States of America and the State of Arizona, without reference to conflict of laws principles, and will be subject to the exclusive jurisdiction of the courts of the State of Arizona or of the Federal courts sitting in that State. Community User submits to the personal jurisdiction of those courts and waives all objections to that jurisdiction and venue for those disputes. The United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from and will not apply to this Agreement.

### **10.3. Uniform Laws.**

This Agreement will not be governed by any codification of Article 2 or 2A of the Uniform Commercial Code, or any codification of the Uniform Computer Information Technology Act (UCITA), or any references to the United Nations Convention on Contracts for the International Sale of Goods. The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

### **10.4. No Construction Against Drafter.**

The parties agree that any principle of construction or rule of law that provides that an agreement shall be construed against the drafter of the agreement in the event of any inconsistency or ambiguity in such agreement shall not apply to the terms and conditions of this Agreement. This Agreement has been prepared and will be construed in the English language.



### **10.5. Modifications and Amendments.**

This Agreement may be modified by the ODA from time to time by posting updates on its website with reasonable notice to Community Users. Material changes will become effective thirty (30) days after notice. This Agreement may not be amended by Community User except by a written instrument duly executed by an authorized representative of Community User and the ODA.

### **10.6. Severability.**

If a court holds that any provision or part of this Agreement is invalid or unenforceable under applicable law, the court will modify the provision or part to the minimum extent necessary to make it valid and enforceable, or if it cannot be made valid and enforceable, the court will sever and delete the provision or part from this Agreement. Any change to or deletion of a provision or part of this Agreement under this Section will not affect the validity or enforceability of the remainder of this Agreement, which will continue in full force and effect.

### **10.7. U.S. Government Contract Provisions.**

Each of the components that constitute the Community Applications and other Materials is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Community Applications with only those rights set forth herein.

#### **10.8. Entire Agreement.**

This Agreement sets forth the entire agreement between Community User and the ODA, and revokes and supersedes any and all prior written and oral representations and agreements between the parties with respect to its subject matter. Any attempted or purported amendment, modification or waiver that does not comply with this Agreement will be null and void.

#### **10.9. Survival.**

The provisions of Sections 3.1.2, 3.3.3, 4, 5, 6, 7, 8, 9 and 10 shall survive the expiration or termination of this Agreement.