

## IMPORTANT

PLEASE READ THIS SUPPLEMENT ("SUPPLEMENT") CAREFULLY. BY CLICKING THE "I ACCEPT" BUTTON, YOU INDICATE YOUR ACCEPTANCE OF THESE SUPPLEMENTARY TERMS TO THE GRAPHISOFT SOFTWARE LICENSE AND FORWARD AGREEMENT ("AGGREEMENT") INCLUDING THE LIMITED WARRANTY, AND DISCLAIMERS FOR YOURSELF AS CUSTOMER, YOUR EMPLOYER (IF ANY) AND ANY AUTHORIZED USERS WHETHER OR NOT EACH SUCH AUTHORIZED USER INDICATES THEIR INDIVIDUAL ACCEPTANCE. BY ACCEPTING THE TERMS OF THIS SUPPLEMENT, YOU EXPRESSLY DECLARE AND CONFIRM THAT YOU HAVE THE FULL POWER AND CAPACITY TO REPRESENT YOURSELF, YOUR EMPLOYER AND/OR THE ENTITY ON BEHALF OF WHICH YOU ARE ACTING (IF ANY). SHOULD THIS DECLARATION PROVE TO BE FALSE, YOU SHALL BE RESPONSIBLE AND LIABLE IN PERSON FOR ALL OBLIGATIONS UNDER THE AGREEMENT.

IF YOU DO NOT ACCEPT THE TERMS OF THIS SUPPLEMENT, PROMPTLY DELETE ALL INSTALLER FILES AND STOP USING THE ADD-ON.

### SUPPLEMENT TO THE GRAPHISOFT SOFTWARE LICENSE AND FORWARD AGREEMENT

This Supplement to the Graphisoft Software License and Forward Agreement is entered into by and between Graphisoft SE Private European Company Limited by Shares, Záhony utca 7. Budapest H-1031 Hungary <https://www.graphisoft.com> ("Graphisoft") and You, an individual or as the representative of and on behalf of Your employer (collectively referred to as "You") only upon the condition that You accept all of the terms contained in this Supplement as governing Your use of the AI Visualizer add-on to Archicad ("Add-on") together with the Agreement. This Supplement constitutes inseparable part of the Agreement, which is available at <https://graphisoft.com/legal/license-agreements/archicad>. Any capitalized terms not otherwise defined herein shall have the meanings given to them in the Agreement.

**1. LICENSE.** Graphisoft hereby gives You a non-exclusive, non-transferable, non-sublicensable, limited license to use the enclosed Add-on together with the associated documentation (if any), and upgrades, updates, new versions and fixes provided to You by Graphisoft. The Add-on is licensed, not sold, to You exclusively for Your own use under the terms and conditions of this Supplement. The license contains the limited usage right to Stable Diffusion artificial intelligence according to its applicable license terms. <https://github.com/easydiffusion/stable-diffusion/blob/main/LICENSE-MODEL>

### **2. USAGE.**

**2.1. USAGE REQUIREMENTS.** You may use the Add-on exclusively in conjunction with a lawfully licensed host application (Archicad). You need to download the Add-on from Graphisoft's website with your valid Graphisoft ID and install it to your computer. The Add-on will run locally, in an offline mode.

### **2.2. USE RESTRICTIONS.**

YOU AGREE PROHIBITED FROM USING THE ADD-ON:

- IN ANY WAY THAT VIOLATES ANY APPLICABLE NATIONAL, FEDERAL, STATE, LOCAL OR INTERNATIONAL LAW OR REGULATION;
- FOR THE PURPOSE OF EXPLOITING, HARMING OR ATTEMPTING TO EXPLOIT OR HARM MINORS IN ANY WAY;

- TO GENERATE OR DISSEMINATE VERIFIABLY FALSE INFORMATION AND/OR CONTENT WITH THE PURPOSE OF HARMING OTHERS;
- TO GENERATE OR DISSEMINATE PERSONAL IDENTIFIABLE INFORMATION THAT CAN BE USED TO HARM AN INDIVIDUAL;
- TO DEFAME, DISPARAGE OR OTHERWISE HARASS OTHERS;
- FOR FULLY AUTOMATED DECISION MAKING THAT ADVERSELY IMPACTS AN INDIVIDUAL'S LEGAL RIGHTS OR OTHERWISE CREATES OR MODIFIES A BINDING, ENFORCEABLE OBLIGATION;
- FOR ANY USE INTENDED TO OR WHICH HAS THE EFFECT OF DISCRIMINATING AGAINST OR HARMING INDIVIDUALS OR GROUPS BASED ON ONLINE OR OFFLINE SOCIAL BEHAVIOUR OR KNOWN OR PREDICTED PERSONAL OR PERSONALITY CHARACTERISTICS;
- TO EXPLOIT ANY OF THE VULNERABILITIES OF A SPECIFIC GROUP OF PERSONS BASED ON THEIR AGE, SOCIAL, PHYSICAL OR MENTAL CHARACTERISTICS, IN ORDER TO MATERIALLY DISTORT THE BEHAVIOUR OF A PERSON PERTAINING TO THAT GROUP IN A MANNER THAT CAUSES OR IS LIKELY TO CAUSE THAT PERSON OR ANOTHER PERSON PHYSICAL OR PSYCHOLOGICAL HARM;
- FOR ANY USE INTENDED TO OR WHICH HAS THE EFFECT OF DISCRIMINATING AGAINST INDIVIDUALS OR GROUPS BASED ON LEGALLY PROTECTED CHARACTERISTICS OR CATEGORIES;
- TO PROVIDE MEDICAL ADVICE AND MEDICAL RESULTS INTERPRETATION;
- TO GENERATE OR DISSEMINATE INFORMATION FOR THE PURPOSE TO BE USED FOR ADMINISTRATION OF JUSTICE, LAW ENFORCEMENT, IMMIGRATION OR ASYLUM PROCESSES, SUCH AS PREDICTING AN INDIVIDUAL WILL COMMIT FRAUD/CRIME COMMITMENT (E.G. BY TEXT PROFILING, DRAWING CAUSAL RELATIONSHIPS BETWEEN ASSERTIONS MADE IN DOCUMENTS, INDISCRIMINATE AND ARBITRARILY-TARGETED USE).

### **3. CONTENT**

**3.1 YOUR CONTENT.** Except as set forth herein, Graphisoft claims no rights in the Output You generate using the Add-on. You are accountable for the Output you generate and its subsequent uses. No use of the output can contravene any provision as stated in these Terms. You may only input prompt commands in English language to the input field of the interface ("Input"), and receive output generated and returned by the Add-on based on the Input ("Output"). Input and Output are collectively "Content." To the extent permitted by applicable law, Graphisoft does not claim ownership to and you have the license/ownership rights related to all Input. Graphisoft may store and use for development purposes of your usage patterns, activities, and Input. You are solely responsible for the Input you give, therefore Graphisoft will not be liable for use and storage of personal data in case of intentional or unintentional inclusion of personal data in the Input. Subject to your compliance with this Supplement, Graphisoft hereby assigns to you all its right, title and interest in and to Output. This means you can use Content for any purpose, - except as specified in Section 3.2. below - if you comply with the terms and conditions of this Supplement. You are responsible for all the Content, including for ensuring that it does not violate any applicable law or this Supplement in any way.

**3.2 SIMILARITY OF CONTENT.** Due to the nature of machine learning, Output may not be unique among all users and the Add-on may generate the same or similar output for other Add-on users. Other users may also enter similar Input and receive the same or similar Output. Responses (Outputs) that are requested by and generated for other users are not considered your Content. Graphisoft does not warrant that the Add-on will produce non-infringing, unique solutions for all users. Given the feedback

learning algorithm of artificial intelligence Graphisoft does not warrant that the Content you create with the Add-on will not be accessible to others in whole or in a part upon updating the Add-on.

**3.3 ACCURACY OF INPUT AND OUTPUT.** Artificial intelligence and machine learning are rapidly evolving fields of study. Given the probabilistic nature of machine learning, use of the Add-on may in some situations result in incorrect, inaccurate or unreliable Output that does not accurately reflect real places or provide legally, technically or economically feasible solutions. AI can neither check the accuracy of Your Input. It is Your responsibility and expense to evaluate and check the accuracy of any Input and Output as appropriate for your use case, including by using human review of the Input and Output.

**4. LIMITED WARRANTY.** Graphisoft does not provide any warranty, express or implied, regarding the sources on which the Add-on was trained, including their ethical and lawful nature. Furthermore, Graphisoft does not offer warranties for the Output created by the Add-on, encompassing considerations such as general quality, appearance, and content of the Output, usability, compliance with applicable regulations, adherence to industry standards (e.g., structural integrity), and non-infringement of copyright, particularly if an Archicad model is generated from the Output. In light of these considerations, Graphisoft recommends using the Add-on for inspiration purposes only and does not guarantee any specific results.

**5. UPDATES AND RUNTIME RESTRICTIONS.** To the maximum extent permitted by law, Graphisoft reserves the right to restrict (remotely or otherwise) usage of the Add-on in violation of this Supplement, update the Add-on through electronic means, or modify the Output of the Add-on based on updates.

**6. ENTIRE AGREEMENT.** Except as expressly specified herein, the terms and conditions contained in the Agreement shall remain unaffected and unchanged by this Supplement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Supplement, the provisions of this Supplement shall prevail.