

VECTORWORKS SUBSCRIPTION TERMS AND CONDITIONS

These terms and conditions are entered into by and between You and Vectorworks, Inc. ("Vectorworks" or "we"). The following terms and conditions, together with any documents they expressly incorporate by reference (collectively, these "Subscription Terms"), govern Your use of the Subscription Services ("Vectorworks Subscription").

By clicking to accept or agree to these Subscription Terms and purchasing a Vectorworks Subscription, You (a) acknowledge You have read and understand these Subscription Terms (including any additional documents linked to by these Subscription Terms), (b) represent that You are of legal age to enter into a binding agreement and, if You are acting on behalf of a corporation, governmental organization, or other legal entity, You have the right, power, and authority to enter into these Subscription Terms on behalf of such entity and bind such entity to these Subscription Terms, and (c) accept and agree to be bound and abide by these Subscription Terms. If You do not agree to these Subscription Terms, You must not purchase a Vectorworks Subscription.

1. SUBSCRIPTION SERVICES.

1.1. Vectorworks makes software and services available on a subscription basis in accordance with these Subscription Terms ("Subscription Services"). Rights to install, access, or otherwise use Vectorworks software and services (including free software or services) are limited to license rights and services entitlements expressly granted by Vectorworks in the [Vectorworks Professional License Agreement \(the terms of which are incorporated herein by reference and made a part of these Subscription Terms\)](#) when applicable and are subject to acceptance of and compliance with all terms and conditions of these agreements. All benefits and purchase options may not be available for all software or services in all languages and/or geographies. Your specific Subscription Services are identified under Your account in the Vectorworks customer portal.

1.2. Vectorworks reserves the rights to change, add, or remove Subscription Services for Your Vectorworks Subscription at any time without prior notice to You. We will make no changes that are unreasonable for You considering our interest in making them.

1.3. Any software included in Your subscription services will be delivered to You by download via an email and from the Vectorworks customer portal.

1.4. You may not rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available any Subscription Services to any person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service, without Vectorworks' prior written consent.

2. TERM AND TERMINATION.

2.1. Term.

Your Vectorworks Subscription begins as soon as Your initial payment is processed for Your purchase of Your Vectorworks Subscription. Access to the internet is required on the date of Your initial purchase and renewal. Your Vectorworks Subscription will renew automatically for a period equal to Your initial subscription term, unless You cancel Your Vectorworks Subscription as

described below. Three days prior to renewal of your Vectorworks Subscription, You will be charged the then-current renewal rates for Your Vectorworks Subscription, plus applicable taxes (such as value added tax when the stated rate doesn't include VAT). Renewal rates are subject to change, but we will always notify You beforehand.

2.2. Cancellation by You.

You may cancel Your Vectorworks Subscription by visiting Your Customer Account and submitting a cancellation request. Your cancellation request must be received by Vectorworks at least thirty (30) days before Your renewal date for annual licenses, or four (4) days before Your renewal date for monthly licenses.

2.3. Termination for Cause.

If You or Vectorworks is in breach of these Subscription Terms and fail to cure such breach within ten (10) days after delivery of written notice of such breach, then the non-breaching party may terminate these Subscription Terms. Vectorworks may, in its discretion, suspend or terminate Your Vectorworks Subscription, including the ability to use any licensed software, if (a) You fail to make any payment when due or otherwise violate these Subscription Terms, or (b) Vectorworks receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Vectorworks to do so. These Subscription Terms will terminate immediately and automatically without notice to You if You attempt to assign or transfer these Subscription Terms without Vectorworks' prior written consent.

2.4. Effect of Termination.

Upon any termination, cancellation, or expiration of these Subscription Terms, You will no longer have any right to the Subscription Services or any other rights granted under these Subscription Terms, and You must immediately cease all use of all Subscription Services. Any provision of these Subscription Terms that specifies or contemplates performance or observance subsequent to any expiration or termination of these Subscription Terms, or which is otherwise necessary to interpret the respective rights and obligations of the parties hereunder, shall survive any expiration or termination of these Subscription Terms and continue in full force and effect.

3. TRANSITION FROM SERVICE SELECT MAINTENANCE TO SUBSCRIPTION LICENSING.

3.1. Termination of Maintenance Agreements and Perpetual License Provisions.

Upon transition to the subscription model, existing Vectorworks Service Select Maintenance Agreements will be scheduled for termination effective at the end of the current contract term. Maintenance-related benefits attached to eligible perpetual licenses will terminate simultaneously with the maintenance agreement's expiration. You will retain all perpetual license(s) previously purchased and/or upgraded on a Service Select Maintenance Agreement and You retain the right to use versions of perpetual licenses that exist as of the transition date. All future software updates and upgrades will be provided exclusively as a subscription license which will expire at the end of their term unless renewed.

3.2. License Transition Requirements.

You are required to convert 100% of licenses that are currently active under your Service Select maintenance agreement. All eligible licenses must be transitioned concurrently to the subscription model.

3.3. Subscription Cancellation and Pricing Adjustment.

If you choose to cancel the subscription of any of your transitioned licenses, all remaining licenses will revert to the current subscription pricing. If you later decide to reinstate any cancelled subscriptions, they will also be renewed at the current subscription pricing available at that time.

4. DATA PROTECTION.

4.1. You acknowledge that Vectorworks will Process personal data in connection with the Subscription Services in accordance with its Privacy Statement, available at Vectorworks website: <https://www.vectorworks.net/legal/privacy-statement>.

4.2. Where You are not a natural person, but are instead a corporation, limited liability company, partnership or other legal entity ("**Enterprise Customer**"):

a) Vectorworks and Enterprise Customer acknowledge that, for the purposes of these Subscription Terms, they are each controllers with respect to any personal data of Enterprise Customer's employees or other staff ("**Enterprise Customer Staff**") that is processed for the purpose of these Subscription Terms.

b) Vectorworks and Enterprise Customer will both process any such personal data of Enterprise Customer Staff that is transferred between them, in accordance with applicable data protection law.

c) Enterprise Customer agrees that where Enterprise Customer's Staff are authorised to use the Subscription Services, that Vectorworks may access/store information on the devices of those authorised Enterprise Customer's Staff as needed to provide the Subscription Services and for Vectorworks' to analyse use of the Subscription Services and any crash logs and error reports.

5. DEFINITIONS.

5.1. "Restricted Transfer" means: (i) a transfer of personal data from the EEA to a country outside of the EEA which does not benefit from an adequacy determination by the European Commission (an "**EU Restricted Transfer**"); (ii) a transfer of personal data from the UK to another country which does not benefit from UK adequacy regulations (a "**UK Restricted Transfer**"); or (iii) a transfer of personal data from Switzerland to another country which does not benefit from a Swiss adequacy determination (a "**Swiss Restricted Transfer**").

5.2. "Transitioned Licenses" means any licenses previously covered under a Vectorworks Service Select Maintenance Agreement that are converted to a subscription license.

5.3. "Current Subscription Pricing" means the then-current list price for equivalent subscriptions as applicable at the time of cancellation or renewal.

ADDITIONAL TERMS AND CONDITIONS REGARDING YOUR VECTORWORKS SUBSCRIPTION AND THE SUBSCRIPTION SERVICES ARE CONTAINED IN THE [VECTORWORKS PROFESSIONAL LICENSE AGREEMENT](#).

ANNEX II - TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Measures of pseudonymisation and encryption of personal data	The data importer maintains web based applications and internet APIs [application programming interfaces] facilitating the transfer of personal data to and from the data importer. These applications and APIs run on servers and databases hosted at Amazon Web Services. All traffic over the public internet to and from these servers and APIs is encrypted. All local storage related to these servers is encrypted at rest. The databases serving as the data storage layer for these applications are accessible only via encrypted connections and store all data at rest in encrypted databases and volumes.
Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services	The data importer maintains the systems and configuration and source code of the applications that process personal data. All changes are reviewed on these criteria when they are introduced and the system as a whole is reviewed periodically.
Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident	The data importer architects their systems to take advantage of multiple availability zones to reduce the likelihood of incidents requiring recovery from incidents. In the unlikely event such recovery is necessary, we maintain durable daily encrypted backups of application data stored in AWS S3.
Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing	The data importer uses a broad variety of security measures including but not limited to: Responding to internal and external reports of security concerns, monitoring network traffic for evidence of compromise, scanning for malware, web application firewalls, two factor authentication, vulnerability scanning, software patching schedules and policies, security by system design, and secure software development practices.
Measures for user identification and authorisation	Our applications use Vectorworks Single Sign On system for identity and access management. We have a formalized onboarding and offboarding process for creating and terminating access as staff changes take place at the data importer or data exporter. Our APIs are available only to our close business partners and API credentials are generated through collaboration between senior technical staff.
Measures for the protection of data during transmission	All access to the web application and system APIs is through modern secure protocols. Cypher suites are reviewed periodically.

Measures for the protection of data during storage	Our data storage is built upon Amazon Web Services object, volume and database encryption services.
Measures for ensuring physical security of locations at which personal data are processed	All processing of personal data takes place at facilities secured by Amazon Web Services.
Measures for ensuring events logging	All application logging is stored at rest in encrypted volumes and services and sent over the wire in encrypted form just as other data managed by the application. Application activity and error logs are scheduled for automatic deletion according to the needs of managing the application and business.
Measures for ensuring system configuration, including default configuration	Application servers are provisioned and deployed through automated tool chains from configuration data and source code maintained in a version control system. Application servers are never accessed directly to facilitate routine operations. All application servers are rebuilt periodically using our standard automated processes.
Measures for internal IT and IT security governance and management	The data importer uses a risk based approach to data governance with threat and vulnerability analysis guiding investment and providing security in tandem with business value.
Measures for certification/assurance of processes and products	The data importer is in the process of documenting and adopting an information security management framework which is instrumental in achieving information security certification.
Measures for ensuring data minimization	The data importer maintains an ongoing training requirement for our teams on requirements related to data minimization with respect to the personal data of our customers. Changes to our systems are carefully reviewed for their impact on data minimization of the personal data of our customers.
Measures for ensuring data quality	The data importer maintains an ongoing training requirement for our teams on requirements related to data quality with respect to the personal data of our customers. Changes to our systems are carefully reviewed for their impact on data quality of the personal data of our customers.
Measures for ensuring limited data retention	The data importer maintains an ongoing training requirement for our teams on requirements related to limited data retention with respect to the personal data of our customers. Changes to our systems are carefully reviewed for their impact on limited data retention of the personal data of our customers.

Measures for ensuring accountability	The data importer maintains an ongoing training requirement for our teams on requirements related to accountability with respect to the personal data of our customers. Our commitment to our customers is available here: https://www.vectorworks.net/legal/privacy-statement
Measures for allowing data portability and ensuring erasure	Personal data bound by this agreement is customer data essential to the business relationship. It is erased upon confirmed request for those who are ending their business relationship.