Terms of Use – Construction

(1) General

In these Terms of Use:

a) Add-On has the meaning given to that term in section 2(b).

b) Bundle has the meaning given to that term in section 2(b).

c) Document Sync means the functionality that synchronises your project documents between the Subscription Services and Third Party Products.

d) Sign On has the meaning given to that term in the Sign-On Terms of Use.

e) Sign-On Terms of Use means the Terms of Use accessible at https://mitti.com/legal/service-specific-terms-and-conditions.

f) Sites has the meaning given to that term in Sign-On Terms of Use.

(2) Construction

a) A Construction license includes the features described at https://mitti.com/construction (**Construction license**).

b) You can purchase a Construction license either:

   a. as an add-on to your existing Premium or Enterprise plan subscription (**Add-On**); or

   b. as a bundle with the Subscription Services relevant to your plan (Premium or Enterprise) (**Bundle**).

c) You must be an existing Premium or Enterprise plan customer to purchase the Add-On. If your Premium or Enterprise plan subscription expires or is otherwise terminated, your Add-On will expire or terminate (as applicable) on the same date.

d) If you purchase the Bundle, we will issue you with a new Order that sets out the pricing structure applicable to your subscription for the remainder of your existing Subscription Term. The new Order replaces any then-current Order for the Subscription Services specified in the new Order. If you purchase the Add-On, your then-current Order does not change and remains in full force and effect.

(3) Bundle Pricing

a) The Fees for the Bundle are calculated by reference to your Annual Construction Value and are specified in your Order.

b) Annual Construction Value means the aggregate contract or budgeted value of all construction work at your Sites, or otherwise in connection with which Subscription Services are used, in each twelve (12) month period of your Subscription Term, as declared by you in accordance with these Terms of Use.

   Your Annual Construction Value must be a genuine, good-faith estimate and must include projects that have been awarded or are reasonably expected to be awarded during the Subscription Term. We may review your declared Annual Construction Value and, if we reasonably determine that your declared Annual Construction Value is less than your actual Annual Construction Value, we may calculate the Fees based on your actual Annual Construction Value (as reasonably determined by us). The increase will apply from the start of the then-current Subscription Term, and we will invoice you for the difference between the Fees paid and the Fees payable based on your actual Annual Construction Value.

c) Once in each twelve (12) month period, we may request reasonable supporting evidence of your declared Annual Construction Value. You must provide that evidence within seven (7) days of our request.

d) You must notify us within thirty (30) days of any change to your Annual Construction Value which exceeds 10%. Mitti will charge you for any applicable increase in the Fees payable at the then-current rates, prorated for the remainder of the Subscription Term.

e) At least sixty (60) days before the end of your then-current Subscription Term, you must provide us with a written declaration of your Annual Construction Value for your next Subscription Term. Each declaration must be signed by an authorised representative and must include all details reasonably required by Mitti.

f) Notwithstanding any other usage limit or restriction applicable to your or your End Users' use of AI Credits, the value of the AI Credits consumed by your End Users in the relevant period must not exceed 25% of the total Fees payable by you in respect of the Bundle for that period. The value of AI Credits consumed is determined by multiplying the aggregate number of all AI Credits consumed by all of your End Users by the then-current rates for AI Credits (in the currency in which you are billed).

(4) Inclusions

a) The Bundle includes:

   a. the Subscription Services relevant to your plan as specified in your Order (Premium or Enterprise), the features of which are described at https://mitti.com/pricing;

   b. access to the Subscription Services for up to 25,000 End Users;

   c. the Construction license;

   d. access to Sign-On at all of your Sites; and

   e. Document Sync.

b) The Add-On includes the Construction license in addition to your existing subscription. The Add-On does not include any additional End Users, Sign On, Document Sync or any other paid Service.