Allplan Terms of Use and End User License Agreement

Updated in October 2026 (Allplan Terms of Use and End User License Agreement – Version 2.0 – Effective: October 28, 2026)

The contract entered into based on these Allplan Terms of Use ("Terms of Use") is a legally binding agreement between the Customer identified in the Order as the purchaser and Allplan GmbH or, if specified in the Order, a company affiliated with Allplan GmbH ("Licensor"). Each individual person accessing or using the Software or Services (each, a "User") shall accept these Terms of Use by clickwrap before accessing or using the Software or Services.

The Customer's purchase of Software or Services under an Order is subject to these Terms of Use. A User's access to or use of the Software or Services is permitted only after the User has accepted these Terms of Use by clickwrap; downloading, installing, reproducing, or otherwise using the Software or Services does not substitute for that acceptance. A User's clickwrap acceptance binds the User to the provisions applicable to the User's access to and use of the Software or Services.

These Terms of Use govern the User's access to and use of the Software, the associated media, and the internet-based Services. Licensor under these Terms of Use is (i) Allplan GmbH (Konrad-Zuse-Platz 1, 81829 München, Germany), provided that a product is licensed under the Allplan or FRILO brand, or (ii) Design Data Corporation (DBA ALLPLAN and SDS2) (8333 Glynoaks Drive Suite 200, Lincoln, NE 68516, US), if a product is licensed under the SDS2 brand, or (iii) SCIA N.V. (Kempische Steenweg 311 / 2.06, 3500 Hasselt, Belgium) if a product is licensed under the SCIA brand.

The use of the software without entering into a contract based on these Terms of Use constitutes a copyright infringement.

1 General Provisions

1.1 Allplan GmbH or, if specified in the Order, a company affiliated with Allplan GmbH ("Allplan" or "Licensor") grants the Customer identified as the customer in the Order the use of the agreed-upon software and the associated digital user manual (collectively, "Software") subject to the following Terms of Use. "Customer" means the person or entity identified as the customer in the Order and is the purchaser and contractual customer for the purchase under that Order. Each individual User is bound by the User's clickwrap acceptance to the provisions of these Terms of Use applicable to the User's access to and use of the Software and Services.

1.2 Licensor's offer and these Terms of Use are directed exclusively to Customers purchasing Software or Services under an Order as a business customer and not as a consumer within the meaning of §§ 13 and 14 BGB (German Civil Code).

1.3 Any deviating, conflicting, or supplementary general terms and conditions of Customers shall only become part of the contract, if and insofar as Licensor has expressly agreed to their validity in writing. This requirement for consent shall also apply if Licensor provides the services without reservation while being aware of Customer's general terms and conditions.

1.4 If a User accesses or uses the Software or Services on behalf of a Customer, the User shall accept these Terms of Use in the User's own capacity with respect to the User's access to and use of the Software or Services and, where applicable, as representative of the Customer. The User warrants that the User is authorized to act on behalf of the Customer and to bind the Customer to this license agreement.

1.5 To use the Software and Services, it is necessary to create a user account.

2 Scope and Amendments to these Terms of Use

2.1 These Terms of Use apply to all modules, extensions, upgrades, updates, and other functionalities of the Software that Customer first orders, activates, downloads, or uses after these Terms of Use take effect, as well as to all Services that Customer orders after that date. These Terms of Use also apply to any extension, renewal, or other continuation of a usage, maintenance, support, subscription, or other service period, provided that the respective offer, order, ordering process, or contract refers to these Terms of Use in the version in effect at the time of the extension. The applicable version of the Terms of Use will be made available to Customer in a reasonable manner no later than at the time of ordering, commissioning, activation, or renewal. The version incorporated at the respective time and identified by its version number and effective date shall be decisive.

2.2 For Software versions, modules, rights of use, and Services that Customer acquired or ordered prior to the effective date of these Terms of Use, the version effectively incorporated at the time of acquisition or ordering shall continue to apply.

2.3 For new licenses, modules, upgrades, renewals, or newly commissioned Services, these Terms of Use shall apply exclusively, unless otherwise expressly agreed upon in the respective offer, Order, or contract.

2.4 Licensor reserves the right to amend these Terms of Use with effect for the future, provided there is an urgent reason to do so and only to the extent that this is reasonable in each individual case, taking Customer's interests into account. An urgent reason exists, in particular, if Services must be adapted for technical reasons. Licensor will notify Customer of any changes and make the amended terms available to Customer with reasonable notice prior to the change taking effect. Customer is entitled to terminate the contract based on these Terms of Use prior to the change taking effect. By using or continuing to use the Software after a change, Customer declares its consent to the changes and acceptance of the amended terms.

3 Delivery

3.1 Unless otherwise agreed, the Software will be made available to Customer as a download via the internet. The Licensor will not release any source code to Customer.

3.2 Licensor is entitled to make partial deliveries, if this is reasonable for Customer.

3.3 Any risk of accidental destruction, loss, or alteration of the Software passes to Customer upon download, when the Software is transferred from the Licensor's network to the public communications network.

3.4 Unless otherwise agreed, Licensor's contractual obligations are limited to providing the Software. In particular, the Licensor is not obligated to provide setup, installation, customization, and/or parameterization, consulting, training, or any other services.

4 License Terms

4.1 General License Terms

(a) Licensing and Use of the Software

(i) Licensor licenses the Software under various licensing models. Upon purchase of the Software, the applicable licensing model, the term of the license, and the license fee are determined. These Terms of Use govern Customer's rights and obligations with respect to the respective licensing model.

(ii) The Software provided constitutes a trade secret of the Licensor. Furthermore, the Software is protected by applicable copyright laws. Modification of the Software is permitted only to the extent necessary to correct errors. However, this is subject to the condition that the Licensor (a) is in default regarding the correction of the error, (b) refuses to correct the error, or (c) is unable to correct the error. The right to decompile pursuant to Section 69e of the German Copyright Act (*UrhG*) remains unaffected.

(iii) Upon expiration of the license term, Customers are obligated to cease using the Software and delete it completely. Backup copies must also be deleted. At Licensor's request, Customers must provide written confirmation (this sec. is not applicable to perpetual licenses).

(b) Restrictions of Use

(i) The number of licenses used by Customer may not exceed the number of licenses purchased by this Customer, regardless of the licensing infrastructure used by Licensor.

(ii) Licenses must be 100% assigned to an employee of Customer who is employed in the country where the licenses were purchased.

(iii) Each license is intended for use in a single shift. In the case of multi-shift operations, a separate license is required for each shift.

(iv) Projects created with a free or unlawfully used license may not be used commercially. This also applies to Student Licenses and licenses issued to Public Educational Institutions, unless explicitly agreed otherwise in the Order.

(c) Updates and Materials

(i) Licensor reserves the right, at its sole discretion, to provide updates for the purpose of correcting defects, to the extent that such updates are necessary for the proper use of the Software, as well as upgrades, such as modifications, enhancements, and improvements to the Software. Customer is entitled to receive updates and upgrades only if these Terms of Use or the applicable license model expressly provide for this.

(ii) If Licensor provides Customer with an update to ensure the agreed-upon use of the Software or to correct a defect, Customer must install the update to continue using the Software in accordance with these Terms of Use. Licensor is not liable for defects or damages resulting from Customer's failure to install the update.

(iii) Licensor may, at its sole discretion, provide Customer with materials for the Software—such as user manuals, documentation, and other accompanying materials like videos and training materials—in electronic form, provided that Licensor retains all intellectual property rights to such materials.

(d) Reproduction and Transfer of the Software

(i) Customers may reproduce the Software only within the scope of the use provided for in the contract. This includes installing the Software and loading it into RAM. Otherwise, Customer is not authorized to make copies. This also applies to the reproduction of parts of the Software and to the reproduction—in whole or in part—of the user manual. Customer has the right to create a backup copy of the Software.

(ii) It is not permitted to remove or alter copyright notices, serial numbers, or other identifying features of the Software.

(iii) The Software, including user manuals, may not be rented, leased, or otherwise temporarily transferred to third parties. In particular, subleasing the Software or making it available to third parties via Application Service Providing (ASP) or as part of cloud computing applications is prohibited.

(e) Life Cycle Policy

(i) Licensor's lifecycle policy applies to the Software. It can be accessed at https://www.allplan.com/product-lifecycle/.

(ii) Under this product lifecycle policy, Licensor is entitled to discontinue the release of further updates or upgrades for certain versions of the Software or to cease providing support services for them. Licensor will generally notify Customers of this on its website under https://www.allplan.com/product-lifecycle/ 365 days before this change takes effect.

(iii) In the case of a perpetual license, Licensor is entitled, following prior notice of at least 365 days, to no longer issue replacement licenses for certain Software.

(f) Use of Application Programming Interfaces (APIs) by Artificial Intelligence

(i) The use of any programming interfaces (Application Programming Interfaces, "APIs") provided, activated, or otherwise made available by Licensor by an AI system or by software acting on behalf of, under the control of, or in support of an AI system is prohibited. This prohibition specifically includes:

- Desktop APIs: Application Programming Interfaces that enable access to locally installed desktop applications;
- Cloud APIs: Programming interfaces that enable access to cloud-based or server-side systems, services, or platforms.

This applies regardless of whether the AI system calls the API itself or whether access is facilitated for the AI system by the User or other software.

(ii) For the purposes of this clause, "AI" refers in particular to machine learning models, generative AI systems, large language models (LLMs), autonomous agents, and comparable model-based systems that can generate content, process instructions, prepare decisions, or perform actions independently or semi-autonomously. This does not include purely deterministic scripts, traditional rule-based automations, and other software that does not utilize AI functionality as defined above, provided that such software is not used as an intermediate layer for an AI system.

(iii) The restrictions under subsection (f)(i) apply regardless of whether access to the desktop or cloud API is made directly by an AI system or indirectly via one or more intermediate layers implemented between the AI system and the API (e.g., middleware, proxy, wrapper, adapter, application layer, local agent, or other technical intermediary layers, regardless of whether these are operated locally on the end device or in a cloud environment). Such indirect use is legally equivalent to direct use by the AI system and is fully covered by this prohibition. The technical design, the location of operation (local/desktop or cloud), or the designation of the intermediate layer is irrelevant.

(iv) Customers agree to take appropriate technical and organizational measures in accordance with the current state of the art, to the extent that is reasonable and necessary, to prevent AI systems from gaining access—neither directly nor via an intermediate layer, neither to desktop APIs nor to cloud APIs. These measures include, in particular, where applicable:

- the use and protection of individual login credentials, API keys, and access tokens;
- limiting access permissions to the extent necessary;
- monitoring and logging API access;
- the immediate blocking or deactivation of compromised credentials; and
- promptly notifying the licensor of any known or suspected unauthorized access.

Customers must ensure that service providers engaged by Customers and other third parties acting on Customer's behalf also comply with these obligations.

(v) The prohibition under this section does not apply if (aa)Licensor has expressly approved, in advance and in text form, the specific use of a particular AI system, a particular middleware layer, or a particular API integration. Such approval may be limited to specific users, purposes, APIs, data sets, or time periods and may be subject to additional conditions. It does also not apply (bb) to AI features, integrations, connectors, agents, or other technical components provided by Licensor itself or expressly authorized by Licensor, including the AI functions listed in Section 5. The use of such AI features is governed exclusively by Section 5 as well as the applicable product information and contractual agreements. Authorization may be limited to specific users, purposes, APIs, data volumes, functions, or time periods and may be subject to additional conditions.

(vi) A violation of this Section (f) constitutes a material breach of contract. In the event of a violation or a reasonable suspicion of a violation, Licensor is entitled to temporarily suspend the relevant API access and, if applicable, access to the Software, or to deactivate access credentials.

To the extent that the breach is remediable, the Licensor will generally grant the User a reasonable period of time to remedy the breach. A period for remedy is not required if an immediate suspension is necessary to avert a security risk, unauthorized access, imminent damage to the systems, or a continuing breach of contract. The foregoing provisions do not affect the User's mandatory statutory rights, in particular the rights under the Copyright Act that cannot be waived to create necessary backup copies, to observe, examine, or test the computer program, and to ensure interoperability to the extent permitted by law.

(g) Usage Restrictions

Unless explicit usage limits have been agreed upon for specific software, services, or functions, Customer may use them within the scope of normal and intended business use. Use is prohibited if it is abusive, circumvents technical or contractual restrictions, significantly impairs the Software or Services, or involves automated access to an extent or with a frequency that is incompatible with normal and intended use. In the event of use that significantly impairs the security, availability, stability, or performance of the Software or Services, the Licensor may, after prior notice, take reasonable and proportionate measures, in particular temporarily throttling or restricting the affected use. In the event of immediate security, misuse, or availability risks, Licensor may take such measures without prior notice. Specific usage restrictions for individual software, services, or functions, including provisions regarding AI functions, remain unaffected.

4.2 Perpetual License

(a) A perpetual license is available as a Named User License (Section 4.5) or a Floating License (4.6).

(b) A perpetual license grants Customers a perpetual, paid, non-exclusive, non-sublicensable right to use the Software. However, the right of use is granted exclusively within the limits of the lifecycle policy set forth in Section4.1(e).

(c) In the event of a license reissuance, Licensor reserves the right to charge a reasonable fee. The transfer of a perpetual license to a new licensee upon sale or transfer is subject to a fee and must be requested in writing from Licensor.

(i) The purchaser of a perpetual license may request the transfer of the license in the installation and license management system maintained by Licensor ("Installed Base") if they provide Licensor with proof that they have lawfully acquired the license in question. As proof, Licensor may require, in particular, the transfer agreement, the invoice, or another suitable document evidencing the purchase; the name and version number of the Software; the relevant license or serial number; and proof that the previous licensee has ceased using the transferred license and has not retained any further copies or rights of use. Licensor may request additional information to the extent that such information is necessary to verify the license chain, the identity of the parties involved, the scope of the license, or to prevent multiple use, and is reasonable for the acquirer to provide.

(ii) In the case of a license for a software version which was released no more than three years prior to the date of full verification pursuant to clause (i), the Licensor will transfer the license to the purchaser in the Installed Base if the conditions set forth above have been met, the purchaser has paid the administrative fee, and the review of the evidence does not raise any reasonable doubts as to the legality of the acquisition or the termination of use by the previous licensee. The transfer is an administrative reassignment of license and does not constitute an expansion of the originally granted scope of use in terms of subject matter, territory, personnel, or quantity. In particular, the purchaser does not receive any broader rights of use than those of the previous licensee.

(iii) In the case of a license for a software version that was released no more than five years prior to the date of full verification pursuant to clause (i), the license will not be transferred in the Installed Base. Upon request, the licensor will issue the purchaser only a necessary replacement or activation key, provided that the requirements of the preceding clauses are met and the issuance of the key does not result in additional or multiple use of the license. The issuance of a replacement or activation key is intended solely to enable the use of the lawfully acquired license to the extent originally granted. It does not constitute the conclusion of a new license agreement, an extension of the scope of the license, or a commitment to provide maintenance, support, update, or upgrade services.

(iv) For software versions which were released more than five years prior to the time of full verification pursuant to clause (i), there is no contractual entitlement to an update in the installed base, to the issuance of a replacement or activation key, or to any other administrative support in connection with the secondary acquisition. This does not affect the validity of a lawfully acquired right of use or the purchaser's mandatory statutory rights. In

particular, the intended use of the Software to the extent originally granted remains unaffected, to the extent permitted by applicable law.

(d) As part of the Perpetual License, Licensor may, at its sole discretion, provide Customers with generally available updates. Unless a Customer has entered into a Serviceplus Contract, a perpetual license does not include upgrades, maintenance, or support.

(e) Serviceplus customers who have seamlessly transitioned to a Subscription License as part of a SSA2Sub campaign have the option to have their perpetual license reactivated upon ordinary termination of the subscription agreement if the respective SSA2Sub campaign expressly provides for this option (fallback option). If this is not the case, the fallback option does not apply. Customers must notify Licensor in text form of their intention to exercise the fallback option along with their timely notice of termination. The reactivated perpetual license becomes effective on the date the subscription agreement ends. The reactivated perpetual license includes the same scope of functionality that was available on the EU market as of the effective date of the switch to the subscription—including version, license type, and number of licenses. No new maintenance agreement (Serviceplus contract) may be entered into for reactivated perpetual licenses. The installer can be downloaded from connect.allplan.com. All other service and support offerings are subject to the product lifecycle. Licensor is not obligated to assist with data export, data conversion, migration, recovery, or any other support related to the transfer of data to the reactivated perpetual license. The fallback license does not include the development, modification, or release of a new software version. Licensor will neither modify the reactivated license nor add new features, cloud features, or other functionalities.

4.3 Subscription License

(a) A subscription license is available as a named-user license (Section 4.5) or a floating license (4.6).

(b) With a subscription license, Customer receives the time-limited (rental), fee-based, non-exclusive, non-transferable, and non-sublicensable right to use the Software. Customers may reproduce the Software only to the extent that such reproduction is necessary for the contractual use of the Software.

(c) If Customer ceases to use a computer for more than a temporary period, Customer must completely delete the Software from that computer's storage device.

(d) As part of the subscription license and for the duration thereof, Licensor shall provide Customer with generally available updates and upgrades to the Software. Licensor continuously develops the Software and provides Customer with the most current version of the Software. This may be done by releasing a new major version (feature enhancements) or by updating the current version. It is at Licensor's discretion to determine the frequency with which new versions or updates of the Software are made available, as well as which functionalities and modules of the Software are retained, changed, modified, reduced, or expanded. The rights set forth in Section 11 (Claims for Defects) remain unaffected.

(e) The limited term of the subscription license is established upon transfer of the Software. The subscription license is automatically renewed for the duration specified in the Order, unless Licensor or Customer terminates the subscription license in a timely manner.

(f) The license fee depends on the term of the right of use. The license fee is due upon the initial transfer of the Software and upon each renewal of the term. The granting of the right of use is contingent upon Customer's payment of the license fee when due.

(g) Customers may use any available version of the Software, but not simultaneously. Licensor may, at its sole discretion, restrict the right of use to versions of the Software that are no older than three (3) years.

4.4 Cloud License

The following applies to Allplan Cloud Services ("Services"):

(a) The Services are available exclusively as named-user licenses.

(b) Licensor grants Customer a non-exclusive, non-sublicensable, and non-transferable right—limited to the term of the respective contract—to use the contractually agreed Services via a browser or an application connected via an API for the contractually specified number of users. No further rights are granted. Customers may register to use the Services via Allplan Connect (https://connect.allplan.com/index.html). The Terms of Use for the Allplan Connect Portal and the Allplan Campus Portal apply in addition to these Terms of Use. However, in the event of a conflict, these Terms of Use shall take precedence over the Terms of Use for the Allplan Connect Portal.

(c) To the extent that Licensor makes third-party software applications—i.e., those created by third parties—available for use, the scope of the rights of use granted to Customers is limited to the scope of the rights of use that the third party has granted to Licensor. In this case, Licensor is obligated to disclose to Customers the scope of the rights of use granted to it by the third party.

(d) There are no restrictions on the user group for the Services. Customers may use the respective Services for both professional and personal purposes, provided that Customers comply with the statutory and contractual provisions applicable to the type of use and does not misuse the Services for unlawful purposes. Authorized Users as defined in Section4.4(i) of these Terms of Use may use the applications only within the scope of their business activities; personal use is prohibited.

(e) Unless expressly authorized to do so in writing by Licensor, Customers are not entitled to use the Services beyond the scope of use permitted under the respective contract and these Terms of Use, or to allow third parties to use them, or to make them accessible to third parties. In particular, Customers are not permitted to reproduce, sell, or transfer the Services or parts thereof to third parties, whether for a limited or unlimited period of time, and especially not to rent or lend them, whether commercially or free of charge. The provision in Section4.4(i) of these Terms of Use remains unaffected.

(f) In the event of an unauthorized granting of use to a third party, customer must, upon request, immediately provide Licensor with all information necessary to assert claims against the third-party user, including, in particular, the third-party user's name and address. Any violation by customer will generally result in the withdrawal of the authorization to use the Services. In addition, Customers are obligated to compensate Licensor for all damages resulting from a culpable breach of the aforementioned obligations or from a culpable infringement of Licensor's own rights or the rights of third parties; this also includes indirect damages and financial losses. Customer shall indemnify Licensor against all claims by third parties arising from such a breach.

(g) Customers must ensure that their use of the respective Service does not directly or indirectly infringe upon the rights of third parties.

(h) Customers are not authorized to make the access credentials assigned to them for the Services available to third parties. Customers are expressly prohibited from subleasing access. Customers agree to structure their contractual relationships with third parties in such a way that free use of the Services is excluded.

(i) However, Customers are permitted to invite third parties (such as construction project participants) via the system to use the Services. These third parties will then receive their access credentials from the system via email and may thereafter—following registration and acceptance of these Terms of Use—use the Services to the same extent as Customers ("Authorized Users").

(j) By uploading data, Customers confirm that they possess the necessary rights to do so. Licensor is entitled to use the data—without any personal references—for the purpose of operating and improving the Services, and in particular to process and reproduce them. This also applies to data stored on Licensor's servers at the time these Terms of Use come into effect.

4.5 Named User License

(a) To the extent that a license is provided without a license server or another unique identifier, it is always a Named User License, unless expressly agreed otherwise.

(b) With a Named User License, Customer receives the personalized right ("Named User") to assign the Software to a specific user. The Software may be used exclusively by this Named User and not simultaneously on multiple devices.

(c) Named User Licenses are available as both subscription licenses and perpetual licenses under the applicable terms and conditions.

(d) The assignment of a license in accordance with Section4.5(b) above, may be changed a maximum of three times per license within a 12-month period. Assigning a Named User license to a group account or a shared account is not permitted.

4.6 Floating License

(a) If a license is provided with a license server—or another designation (Named / Floating)—it is always a floating license.

(b) With a floating license (license server), Customer is granted the right to use the Software on any number of computers and to assign it to one or more users, provided that the number of concurrent users never exceeds the total number of valid floating licenses purchased by the Customer (first-come, first-served principle).

(c) Unless explicitly permitted in the Order, Customer's users may be employees or similar personnel of the same legal entity, partnership, or company, but not of its affiliated companies as defined in Sections 15 et seq. of the German Stock Corporation Act (*AktG*); use by such an affiliated company requires a separate license.

4.7 Student License (License for Educational Purposes)

(a) A license for educational purposes for students or faculty grants Customer a time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, and personalized right (named user) to install and use the Software on any number of devices. The license for educational purposes is available only as a subscription license.

(b) This right of use is tied to a specific individual: The User of an educational license for students or faculty must be a person who is actively enrolled, employed, or serving as a faculty member for a specified period at an accredited public or private university, college, or vocational school where degrees can be earned. The right of use is granted only to Users whose learning or teaching activities relate to a field for which the licensed software is relevant. The educational license for students or

faculty is subject to the condition that the User provides proof of belonging to the group of eligible individuals defined above.

(c) The right of use is limited in scope: Users may use the Software under the educational license for students or faculty exclusively for personal learning purposes and not directly or indirectly for research, commercial, professional, or other profit-making purposes. Users may use only the latest version of the Software. If upgrades or updates to the Software are available, Users must install these upgrades or updates to continue using the Software under the educational license for students or educators. The educational license for students or educators does not include maintenance or support.

(d) The right of use is time-limited: The educational license for students or faculty has a limited term of twelve (12) months. Provided that proof has been provided that the User continues to belong to the group of eligible persons defined above, the term shall be extended by an additional twelve (12) months in each instance, unless Licensor or User terminates the educational license for students or faculty with fourteen (14) days' notice effective at the end of the then-current term.

(e) Notwithstanding Sections 11 and 12, the following applies exclusively to claims for defects and the Licensor's liability regarding a license for educational purposes: User acknowledges that Licensor provides the Software as a gesture of goodwill, free of charge, and "as is." The Software may contain defects that could lead to program malfunctions, system failures, data loss, or infringements of third-party rights. The Software does not meet any specific standards of user-friendliness, marketability, or fitness for a particular purpose. Licensor is not obliged to provide technical maintenance and support, to remedy defects, or to restore failed systems or lost data. Licensor bears unlimited liability in cases of willful misconduct and gross negligence, in cases of injury to life, limb, or health, in accordance with the provisions of the Product Liability Act and arising from a warranty provided by Licensor. In all other respects, the Licensor's liability is excluded.

(f) If Licensor suspects that the license for educational purposes is being misused or that the use of the Software violates these Terms of Use—in particular with regard to personal, content-related, quantitative, and time-related restrictions— Licensor may deactivate the Software under the license for educational purposes at any time, without this precluding further action against the misuse.

4.8 Educational Licenses for Public Educational Institutions

(a) An educational license for public educational institutions —such as vocational schools, colleges, or universities—grants Customer a time-limited, paid, non-exclusive, non-transferable, and non-sublicensable right to install the Software on any number of devices and to use the Software. An Educational License for public educational institutions is available only as a subscription license exclusively for teaching purposes.

(b) This right of use is personal: The User of an educational license for vocational schools, colleges, and universities must be enrolled at one of the educational institutions defined above or be an employee or independent contractor working for a qualified educational institution as defined above. The right of use is granted only to Users whose teaching activities relate to a field for which the licensed software is relevant.

(c) The scope of the right of use is limited: Under this license, the User may use the Software for educational purposes at vocational schools, colleges, or universities exclusively for teaching purposes and not, directly or indirectly, for research, commercial, professional, or other profit-making purposes. Notwithstanding the foregoing, Licensor and User may separately agree that User may use the Software not only for teaching purposes but also, directly or indirectly, for business and commercial purposes. The educational license for vocational schools, colleges, and universities

includes maintenance and support.

(d) The right of use is time-limited: The limited term of the subscription license is determined upon transfer of the Software. The educational license for vocational schools, colleges, and universities therefore has a limited term of twelve (12) months, which also constitutes the minimum contract term for this type of license. The subscription license is automatically renewed for the same term, unless Licensor or Customer terminates the subscription license before the end of the then-current term, or Customer fails, upon the Licensor's request, to provide evidence that they belong to the group of eligible educational institutions or individuals defined above until the end of the current term.

(e) The amount of the license fee depends on the term of the right of use. The license fee is due upon the initial transfer of the Software and upon each renewal of the term. The granting of the right of use is contingent upon Customer's payment of the license fee due.

(f) Section4.7(f) also applies accordingly to licenses for educational purposes for public educational institutions.

4.9 Trial License

(a) With a trial license, Customers receive the time-limited, royalty-free, non-exclusive, non-transferable, non-sublicensable, and personalized right to install the Software on any number of devices and to use the Software on one (1) single device, but not on multiple devices simultaneously (Named User). This right of use is limited in scope: Customers may use the Software for testing and evaluation purposes. Use—whether direct or indirect—for business or commercial purposes, for training purposes, or for any other purposes (in particular, for purposes other than testing or evaluation) is expressly prohibited. The functions and use of the Software may be restricted. Customers may use only one (1) single trial license for the respective Software for the period defined by Licensor. Details regarding this period are specified on the Licensor's website. Unless agreed otherwise, trial licenses have a limited term of fourteen (14) days without automatic renewal.

(b) Notwithstanding Sections 1111 and 1212, Section4.7(e) applies accordingly to a trial license with respect to claims for defects and Licensor's liability.

4.10 Quota Units

(a) Definition of "Quota Units"

"Quota Units" refers to the billing and measurement unit specified by the Licensor for measuring the use of the Software's functions (in particular generative or AI-supported functions based on third-party language or image models or Licensor's own models). A quota unit does not correspond to any physical or monetary unit, but exclusively to an internal billing value that is consumed each time functions are used (in particular, when processing input and output data, e.g., text, image, model, or calculation requests) in accordance with the currently applicable consumption table published online.

(b) Usage Requirements and Restrictions

(i) Depending on the license or subscription model purchased, Customer is provided with a specific allocation of quota units ("Quota Allocation"). The Quota Allocation is made available on a monthly basis and is assigned company wide.

(ii) The consumption of quota units depends on the type, scope, and complexity of the respective inputs and outputs, in particular on the number of input/output units processed. Licensor reserves the right to adjust the consumption logic of individual functions as part of the Software's further development and to notify Customer of such changes in advance within a reasonable timeframe.

(iii) Unused quota units expire without replacement at the end of the respective billing period. A cash payment, refund, or transfer of unused quota units to third parties is excluded unless expressly agreed to in writing.

(iv) If the Quota Allocation included in the respective license model is insufficient, Customers may purchase additional quota units for an additional fee in accordance with the then current price list ("Additional Quota Units"). Available quota units are always consumed in the order of their respective expiration dates. Quota units with the nearest expiration date are used first; quota units with a later expiration date are consumed only thereafter.

(v) Licensor may provide AI features free of charge. This does not create any entitlement to permanent availability or continued free use of these features. Licensor is entitled to modify, discontinue, or charge a fee for such features at any time.

4.11 SCIA-Specific Provisions

For contracts in which SCIA N.V. is named as Licensor of the Software in the Order, the following provisions apply additionally:

(a) The applicable license model is expressly specified in the Order. For the respective license model, the provisions regarding Named User Licenses (Section 4.5 above) or Floating Licenses (Section 4.6 above) apply.

(b) SCIA licenses are activated and managed via the SCIA License Portal provided by Licensor for this purpose. The guidelines published in the License Portal or in the technical documentation must be followed for management and use.

(c) Notwithstanding Section 18, Belgian law applies to all contracts referred to in this Section 4.11 (excluding conflict-of-law provisions and the United Nations Convention on Contracts for the International Sale of Goods). The competent courts in Antwerp, Belgium, shall have exclusive jurisdiction over all disputes arising out of or in connection with these contracts.

4.12 Special provisions for SDS2 Software

(a) Scope, Licensor and Orders

This Section 4.12 applies to Software and Services licensed under the SDS2 brand. The Order may specify the licensed Software and Services, quantity, term, fees and other order details. Any terms the parties agree in the Order that deviate from these Terms of Use prevail over the conflicting Terms of Use. For SDS2 products, this Section 4.12 prevails over conflicting provisions concerning warranties and defect remedies, indemnification and remedies for third-party infringement claims, limitation of liability, and governing law and forum. All other provisions of these Terms of Use remain applicable.

(b) Warranties and defect remedies

Licensor and Customer represent and warrant that they have authority to enter into and perform this Contract and the applicable Order, that doing so will not violate applicable law, and that it will comply with laws applicable to their businesses. For commercial licenses, Licensor warrants that the Software will conform in all material respects to the documentation when delivered and for ninety (90) days thereafter. Licensor will use commercially reasonable efforts consistent with industry practices to ensure that delivered Software contains no malicious code intended to obtain or facilitate unauthorized access, prevent authorized access, or damage, disable or degrade computer systems or data. Licensor warrants that Services will be performed professionally and in a workmanlike manner and by adequate staff. Software under a non-commercial license, including an Educational License or Trial License, is provided "as is," without express or implied warranties, including merchantability, fitness for a particular purpose or non-infringement. For breach of the commercial performance warranty, Licensor's sole liability is repair or replacement of the Software; if Licensor reasonably considers repair or replacement inadequate or impractical, Licensor shall refund the applicable license fee: for a perpetual license, the fee actually paid depreciated from delivery on a straight-line basis over three (3) years; for a subscription license, the current fee prorated for the remaining months in the subscription term. Customer shall then cease use and this Contract terminates. Except as expressly stated in this subsection, Licensor does not warrant uninterrupted or error-free operation, disclaims implied warranties, provides the Software and associated goods and services with all faults, places the entire risk as to quality, performance, accuracy and effort on Customer, and makes no warranty against interference with use, infringement, merchantability or fitness for any purpose. Section 11 applies otherwise, but only to the extent that it does not conflict with this subsection 4.12(b).

(c) Indemnification and infringement remedies.

Customer shall indemnify, defend and hold Licensor, its affiliated entities and their officers, directors, employees and agents harmless from third-party claims, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising from Customer's breach of these Terms of Use or an Order, Customer's systems or materials, or a claim relating to a defect in a product or service offered by Customer, its affiliated entities, agents or customers. Licensor shall indemnify, defend and hold Customer harmless from third-party claims that the Software infringes a patent, copyright, trademark or trade secret, except to the extent the claim arises from goods, services or software not supplied by Licensor; use not expressly authorized by these Terms of Use; modifications to Customer specifications other than configuration contemplated by the documentation; customizations or modifications not approved in writing by Licensor; a combination with other goods, services, processes or software where infringement would not exist but for the combination; use of a non-current version where the current version would avoid infringement; or Customer's continuation of the allegedly infringing activity after notice and provision of a non-infringing modification. A party seeking indemnity shall notify the indemnifying party, relinquish control of the defense, and provide reasonably requested assistance. The indemnifying party may settle without written consent only if the settlement requires payment by that party and does not affect the indemnified party's rights. These indemnities do not apply to the negligence of the indemnified party. If a court holds the Software infringing, its use is enjoined, or Licensor reasonably believes either may occur, Licensor may, in addition to its indemnity obligations under this Section 4.12(c), procure continued-use rights, modify the Software to make it non-infringing, replace it with substantially similar software, or, if none is reasonably available, refund license fees paid but not earned, the applicable license fee depreciated over three (3) years for a perpetual license or prorated for the remaining months of a subscription term, and prepaid, unused Software Service Agreement Fees. Customers shall then cease use and destroy or return the Software, and this agreement terminates. This Section 4.12(c) states Licensor's sole obligation and Customer's exclusive remedy for third-party infringement claims. Section 13 applies only to the extent that it does not conflict with this Section 4.12(c) and remains applicable to other subject matters.

(d) Limitation of liability

Except for Customer's payment obligations or violation of these Terms of Use and license terms, neither party is liable to the other for indirect, exemplary, special, punitive, consequential or incidental damages, or loss of goodwill, data or profits, or cost of cover. SDS2 Licensor's total liability for any reason is limited to the amount actually paid to Licensor under the Order applicable to the event giving rise to the liability during the twelve (12) months before that event. These limits apply to claims for breach of express or implied warranty, contract, tort (including negligence) or strict product liability, even if the party was advised that the damages were possible or foreseeable, in each case to the extent permitted by applicable mandatory law. This subsection controls over Section 12 for SDS2 products; Section 12 applies otherwise. For SDS2 products, Section 4.12(d) exclusively governs liability, and Section 12, including its exceptions, does not apply to that subject matter, subject to applicable mandatory law.

(e) Product-specific governing law and forum

For SDS2 products, the license agreement is governed by the laws of the United States and the State of Nebraska, without regard to conflict-of-law provisions; the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are excluded. Exclusive jurisdiction and venue for disputes shall be in the state and federal courts located in Lancaster County, Nebraska. The parties waive defenses based on venue, inconvenience of forum or lack of personal jurisdiction in an action brought there, to the extent permitted by applicable mandatory law. This subsection controls over Sections 18.6 and 18.7 solely for SDS2 products; those sections apply otherwise.

4.13 Terms of Use for Third-Party Services and Software

For certain services and software that are not licensed to Customers by Allplan or a Licensor named in this Terms of Use (so-called third-party products), the respective license terms of these third-party products shall take precedence. These will be brought to Customers' attention upon conclusion of the contract. For services and software provided by Bluebeam, its General Terms and Conditions of Use (available at https://www.bluebeam.com/legal/ shall apply.

5 AI-Features

5.1 General Information / Available AI Features

Licensor may provide Customers, as part of the Software or related Services, with features based on artificial intelligence, machine learning, statistical methods, automated inferences, or comparable technology-based processes ("AI Features"). AI features may, in particular, be used to analyze, create, convert, classify, optimize, or edit text, images, models, geometries, attributes, parameters, formulas, rules, calculations, or other content and data.

AI features may include, in particular, the AI Coach, AI Visualizer, AI BIM Modeler, AI Parametric Modeler, AI Formula Writer, AI BIM Analyst, AI Structural Analyst, AI Drafter, Feature Builder (MCP), Workflow Builder (MCP), as well as comparable integrations, connectors, agents, and mediation components. This list is not exhaustive and is provided for illustrative purposes only. It does not establish any entitlement to the provision of a specific AI feature, a specific AI model, a specific scope of functionality, or a specific technical implementation. Licensor is only obliged to provide those AI functions and that scope of functionality which arise from the relevant Order, activation, or any other express agreement. The mere mention of an AI function in the above illustrative list does not constitute a claim to its provision.

5.2 Inputs and Outputs

Inputs may include, in particular, natural language commands, other texts, images, model or project excerpts, geometries, attributes, parameters, formulas, rules, configurations, structured queries, tool calls, and other information provided by Customers ("Inputs").

Outputs may include, in particular, text, images, model or geometry suggestions, parameterized definitions, program code, formulas, calculations, analyses, notes, recommendations, summaries, results of tool calls, or other results generated or processed by an AI function ("Outputs"). Inputs and outputs are collectively referred to as "AI Content."

To the extent permitted by law, the existing rights to the Inputs remain with Customer or the respective rights holders. Licensor does not acquire any rights to the Inputs beyond those necessary for the contractual provision and use of the respective AI function.

Licensor may process, store, reproduce, and transmit AI Content and necessary contextual data to affiliated companies and subcontractors engaged to provide services, or have such data processed by them, to the extent necessary for the provision, operation, security, error analysis, maintenance, or support of the respective AI function.

To the extent that Licensor holds rights to outputs, it grants the Customer a simple, non-exclusive, worldwide, perpetual, and royalty-free right to use such outputs for its own business purposes. Due to the nature of AI functions, outputs need not be unique. No warranty is provided regarding the patentability of the outputs or their freedom from third-party rights or claims.

Customer is responsible for the legality of its inputs as well as for the selection, review, further processing, and use of the Outputs. Customer must ensure that it possesses the necessary rights, consents, and other authorizations for this purpose.

5.3 Processing and Data Protection

AI functions may be operated locally, in the cloud, or using a combination of local and cloud-based components. Depending on the AI function, inputs, selected contextual data, parameters, or other necessary information may be transmitted to cloud-based services, and results may be executed or processed locally.

To the extent that personal data is processed on behalf of Customer, such processing shall be conducted in accordance with applicable data protection regulations, the Data Processing Agreement, and the Customer's documented instructions. In the event of any conflict between this Section 5 and the Data Processing Agreement, the provisions of the Data Processing Agreement shall prevail to the extent they pertain to the processing of personal data.

For Inputs, Outputs, and customer-specific context data that also constitute project data within the meaning of Section 6.3, the provisions of Section 6.4 shall apply. Licensor is therefore entitled to process, store, reproduce, and use this data to the extent provided for therein. This includes, in particular, use for the provision, operation, maintenance, analysis, and product and service development, as well as for training, tuning, and improving algorithms, models, software, and services, in each case to the extent permitted under Section 6.4.

For Inputs, Outputs, and customer-specific contextual data that are not simultaneously project data as defined in Section 6.3, the foregoing provisions of this Section 5 apply accordingly, to the extent that their processing is necessary for the provision, operation, security, error analysis, maintenance, or support of the respective AI function.

The processing of technical usage data and effectively anonymized data to ensure, analyze, and improve the security, stability, and performance of the Software and the AI functions remains permissible to the extent permitted by data protection laws.

5.4 Integrations, Connectors, and Tool Calls

AI functions may access functions, data, or services of the Software that have been authorized by the Licensor, or facilitate their use, via integrations, connectors, agents, or comparable technical components, including MCP servers. Such components may, in particular, enable functions for performing specific actions as well as access to data and content authorized by the Customer or the Licensor within the scope of the respective authorizations. MCP servers do not replace the Licensor's APIs but may supplement them for use by AI functions or facilitate their use. APIs provide functions and data via technical access points for software integrations. MCP servers can describe such functions and data for AI functions in a standardized form and facilitate their use. The scope and availability of the respective functions, data, and access options depend on the specific technical implementation, authorization, and contractual agreement. This does not constitute a guarantee of any specific provision, discoverability, or availability of functions or data.

Customer is responsible for the access rights, login credentials, parameters, tool authorizations, external endpoints, and other configurations that it has set up or authorized.

To the extent that an AI feature can trigger or facilitate actions, changes, data transfers, or other processes, Customers must establish appropriate review and control processes. This applies in particular to processes with significant legal, technical, security-related, or economic implications.

5.5 Usage Restrictions and Review of Outputs

(a) Usage Restrictions

Customer must not use AI functions

(i) in a manner that violates applicable law, these Terms of Use, or the rights of third parties;
(ii) to exploit or harm minors, or to attempt to exploit or harm minors;
(iii) to generate or disseminate content that is, under the circumstances of the individual case, unlawful, fraudulent, defamatory, discriminatory, threatening, offensive, or otherwise impermissible;
(iv) to process personal data to the extent that this is not permitted under applicable data protection laws or Customer does not possess the necessary rights and authorizations to do so;
(v) to discriminate against or harm individuals or groups based on their social behavior, personal characteristics, or special vulnerability;
(vi) to provide medical advice or to interpret medical results;
(vii) for fully automated decision-making, to the extent that such decision-making is prohibited under applicable law or produces legal effects or has comparable significant effects on natural persons;
(viii) for the purposes of law enforcement, the administration of justice, or immigration or asylum decisions, to the extent that personal characteristics, behavioral predictions, or other information about individuals are automatically evaluated or used in this context;
(ix) to circumvent technical or contractual restrictions, to impair or disrupt the Software or services, or to gain unauthorized access to data or systems;
(x) to develop, train, operate, or improve a product or service that substantially competes with the AI functions, in particular through the systematic extraction, collection, or evaluation of outputs or other results of the AI functions, unless this is expressly agreed upon or is expressly permitted by law; or

(xi) for practices whose placing on the market, commissioning, or use is prohibited under Article 5 of Regulation (EU) 2024/1689 or under any other applicable law.

(b) Review of Outputs

Customer may only use data as Input for which processing is legally permissible and for which Customer possesses the necessary rights and authorizations. To the extent that Regulation (EU) 2024/1689 or other applicable law imposes transparency, labeling, information, or other obligations in connection with the use of an AI feature, each party shall fulfill the obligations incumbent upon it under applicable law within its respective area of responsibility. In particular, Customer is responsible for obligations related to its use, disclosure, publication, or other provision of Outputs. This does not apply to the extent that an obligation expressly applies to Licensor as the provider or operator of the respective AI function.

AI functions may generate Outputs that are incorrect, inaccurate, misleading, incomplete, or unsuitable for the specific use case. Outputs may inaccurately reflect actual circumstances or may not represent solutions that are legally, technically, or economically feasible.

Customer must independently verify—and have qualified personnel verify—the accuracy, completeness, plausibility, and suitability of all Inputs and Outputs relevant to the specific use case prior to their use, disclosure, publication, or execution.

This applies in particular to Outputs that affect planning, design, structural analysis, structural engineering, quantities, construction documents, safety, or other significant business or technical decisions.

AI functions do not replace professional, technical, legal, planning, structural, or any other necessary human review, decision, or responsibility.

5.6 Availability, Third-Party Providers, and Changes

Licensor gives no warranty that AI functions will operate uninterrupted, be available at all times, or function error-free, or that their Outputs are correct, complete, up-to-date, suitable for a specific purpose, or free from third-party rights or claims. The provisions of these Terms of Use regarding claims for defects and liability remain unaffected.

To the extent that an AI feature is based on or linked to a service provided by a third-party provider, the third-party provider's terms of use—which are effectively incorporated herein—shall apply to such service, provided that the third-party provider is an independent contractual partner of Customer or that Customer activates, configures, or directly uses the third-party provider's service.

If Licensor engages a third-party provider exclusively as a subcontractor to fulfill its own contractual obligations, Licensor remains responsible for the performance of its Services in accordance with these Terms of Use. If Licensor expressly offers the third-party service in its own name as part of the Service, the terms agreed upon between Customer and Licensor shall apply.

Licensor is entitled to modify, update, or replace AI functions with functionally equivalent functions for objective reasons, provided that this does not materially impair the agreed-upon core functionality. Objective reasons include, in particular, security requirements, misuse, legal or regulatory requirements, maintenance work, technical adjustments, and changes to or the discontinuation of third-party services.

Licensor is entitled to temporarily restrict or suspend the use of an AI feature to the extent necessary and proportionate to avert a specific security threat, prevent misuse, comply with legal or regulatory

requirements, perform necessary maintenance work, or avoid significant disruptions to the Software, the Services, or third parties.

To the extent possible and reasonable under the circumstances, Licensor will inform Customers in advance or immediately thereafter and will limit the measure to the affected AI feature, integration, use, or data processing.

The general provisions of these Terms of Use regarding updates, upgrades, the product lifecycle, claims for defects, liability, and termination remain unaffected.

6 Special Provisions for Allplan Cloud

The terms of this Section 6 additionally apply to Allplan Cloud ("Services").

6.1 Scope of Services, Provision of Services

Licensor makes the Services available on central servers for use by Customers. The current technical specifications for the Software, hardware, and network configurations required on Customer's end, as well as for supported browsers and data formats, are set forth in the "System Requirements" section, which is available at https://www.allplan.com/us_en/system/system-requirements/. Licensor is not responsible for the suitability and condition of the required hardware and software used by Customers end, nor for the telecommunications connection between Customer and Licensor up to the point of delivery.

As the holder of cloud licenses, Customers have a defined amount of storage space available. Licensor will immediately notify Customers if they exceed the contractually available storage space. If Customers do not limit their storage usage to the allotted amount, or purchase additional storage within 14 days, Licensor reserves the right to delete project data.

6.2 Maintenance Work

Licensor is entitled to temporarily suspend or restrict the availability of the Services, even during business hours, to perform necessary maintenance or improvements to the Services. Licensor will notify Customers of the start time and estimated duration of the maintenance work, as far as possible, in a timely manner via the email address provided by Customer. Business hours are all business days from Monday through Friday—excluding statutory holidays at Allplan's headquarters—from 9:00 a.m. to 5:00 p.m. CET/CEST.

6.3 Disclosure of Project Data

Customers may at any time request the return of individual or all uploaded or transmitted data ("Project Data"). The right to request the return of Project Data expires six (6) weeks after the end of the contract. Customers' Project Data will be deleted six (6) weeks after the end of the contract.

6.4 Rights of Use

Customer grants Licensor the right to read and review the Project Data transmitted by Customer if Customer's inquiries to Licensor Technical Support require a response or if Licensor has reasonable grounds to believe that all or part of the data is associated with unlawful activities. In addition, Customer grants Licensor the right to access all stored Project Data on the Services used by Customer, provided and to the extent that this is necessary for the administration of the Services. Furthermore, Licensor is entitled to reproduce Project Data to improve the Services or the Software and to enhance user convenience or user experience.

All rights to Projekt Data or information that Customer transmits to Licensor while using a Service or the Software remain with Customer and may be protected by applicable copyright law or other intellectual property laws. Licensor is granted a non-exclusive, unlimited in time and location, royalty-free, transferable, and sublicensable right to use the Project Data in all manners, to the extent permitted by law, for the purposes of product and service development, marketing, analysis, operation and support, machine learning or artificial intelligence (including for the purpose of training and fine-tuning algorithms and models), training, testing, and improving the services, software, or other products.

6.5 Suspension

Access to the Services may be suspended if (a) Customers actions pose a threat to Licensor's facilities or public safety, or (b) Customer uses the Services for unlawful purposes (e.g., storing content that infringes copyright), or (c) Customer otherwise gives cause for termination of the Agreement without notice.

7 Special Provisions for Maintenance and Support

7.1 Scope of Services

For Customers with a Serviceplus contract, or a Software Service Agreement, or a subscription license, Licensor provides the following maintenance and support services:

(a) Assistance (Technical Support)

Licensor's technical support assists customers with specific questions regarding the use of the Software. Technical support is available Monday through Friday from 8:00 a.m. to 6:00 p.m., either by email at support@allplan.com (for Allplan Software) or at sds2-support@allplan.com (for SDS2 Software) or support@scia.net (for SCIA) directly through the Allplan Connect service portal. Technical support is not available on Saturdays, Sundays, or federal holidays at Licensor's registered office. Support is provided via email, telephone, and remote assistance and is limited to answering specific questions. General explanations of how the Software works or training on specific program procedures are not part of technical support; however, some of this information may be available through Allplan Connect or Licensor's digital learning resources.

(b) Access to and Use of Allplan Connect

After registration, Customers gain access to the Allplan Connect service portal and can use the services available there (such as access to user forums, downloading CAD objects, e-learning, the online library, and the FAQ database).

7.2 Excluded Services

(a) The following services are not included in the Licensor Maintenance and Support services and are therefore agreed upon and billed separately:

- On-site technical service at Customer's location,
- Assistance with software installation, updates, and upgrades (excluding issues caused by the Allplan installer),
- Training,
- Consulting services beyond basic assistance.

(b) Technical support does not include:

- Planning, setup, and administration of customer networks, terminal servers, Citrix/VDI environments, databases, and license servers outside of the manufacturer components provided by the licensor; user rights, group policies, security software, VPN, proxy, and firewall configurations; and customer-specific interfaces and third-party applications,
- Administration of computer systems (hardware and operating systems),
- Support for converting legacy data versions to new data versions,
- Support for converting data from third-party formats into software-compatible formats,
- Answering non-technical questions regarding content,
- Hardware support,
- Support for third-party software, even if a connection to the Software has been established via interfaces.

7.3 Support services provided by Licensor that are not expressly mentioned in this Section 7 are voluntary services; even if provided repeatedly, they do not constitute a legal entitlement for the future. Licensor is entitled at any time to discontinue voluntary services with 4 (four) weeks' notice.

8 Obligations to Cooperate

8.1 To the extent necessary for Licensor to provide services, Customers shall, upon request, grant Licensor access—either directly or via remote data transmission—to the hardware and computer programs on which the Software is installed. To the extent necessary for the performance of the contractual services, Customer shall designate a responsible person for Licensor who possesses the decision-making authority, access rights to the IT system, and powers of attorney required for the purposes of performing the contract.

8.2 To the extent that Customers make use of technical support pursuant to Section 7, the following obligations to cooperate shall apply:

(a) Any application-related issues that arise, particularly errors, must be documented—to the extent possible—in a manner that is comprehensible to Licensor (e.g., through screenshots, etc.) and reported immediately with sufficient detail (e.g., number of affected users, description of the system and hardware environment, third-party software running simultaneously, submission of system logs, etc.).

(b) To the extent necessary for Licensor to provide maintenance and support services, Customer shall, upon request, grant Licensor access—either directly or via remote data transmission—to its hardware and computer programs on which the Software or other maintenance and support services are located.

8.3 Customers shall protect the Software from unauthorized access by third parties by taking appropriate precautions.

8.4 Licensor fulfills its information obligations regarding the Software through publications on the Connect service portal. Necessary publications regarding the Software—including those concerning identified defects and their effects—are made exclusively on the Connect service portal. As part of their obligation to cooperate, Customer is required to regularly check the service area on Connect.

8.5 Customer agrees to back up Project Data uploaded by Customer, its employees, or Authorized Users on a regular basis and in a manner commensurate with the importance of the Project Data, and to create its own backup copies to enable the reconstruction of such data and information in the event of their loss. Project Data deleted by Customer or by Authorized Users is not subject to data backup and cannot be restored at a later time. No "Recycle Bin" function is provided.

8.6 Operating the Software via the Internet requires that Customers have the appropriate technical equipment. In this regard, the Customer must ensure that their workstation has a proper Internet connection—in accordance with current standards—and thus access to the Services. Furthermore, Customers are responsible for the services provided by their Internet service provider. Customer acknowledges that use of the Services requires a specific software and hardware environment. Cookies must be enabled in the browser to ensure optimal functionality of the Services. Customer must also ensure that other software products within their infrastructure (such as their firewall) do not interfere with the functionality of the Services.

8.7 Customers shall keep their login credentials secure and ensure internally that they are not disclosed to persons who are not registered as Authorized Users with Licensor.

8.8 Customers shall ensure that the transmitted data does not contain any viruses, Trojans, or similar malware. In the event of a violation of these requirements, Licensor is entitled to delete the affected data and block Customer's access. Should Customer discover that their IT system has been compromised or that Customer's data has been infected by malware, Customer must inform Licensor immediately.

8.9 Customers agree not to use or store any data in the Services that is unlawful or that violates laws, regulatory requirements, or the rights of third parties.

8.10 Customer agrees to notify Licensor immediately in written form or text form upon becoming aware of any disruption to the Service covered by this contract.

8.11 Customer shall notify Licensor immediately upon any change in Customer's identity (universal succession), address, name, legal form, business name, or shareholders.

8.12 Furthermore, Customer shall support Licensor in the fulfillment of its performance obligations to the extent necessary and shall provide the necessary cooperation.

9 Fees and Payment Terms

9.1 Fees are invoiced in advance for the agreed contract term and are due within 30 days if a SEPA direct debit mandate has been granted, or otherwise within 14 days of the invoice date. Any discounts granted are subject to the provisions of Section10.1(d) of these Terms of Use.

9.2 All fees and prices are exclusive of applicable sales tax.

9.3 In the event of a delay in payment by Customer, Licensor is entitled to claim statutory default interest pursuant to § 288 of the German Civil Code (BGB) as compensation for damages resulting from the delay. Licensor expressly reserves the right to claim further damages. Furthermore, if Customer is in default on a not insignificant portion of the fees, Licensor is entitled to temporarily suspend the contractual services until all due claims have been settled in full.

9.4 Customer may set off claims due from Licensor only against undisputed or legally enforceable counterclaims.

9.5 In the case of a contract with a fixed term, Licensor may increase the agreed-upon fee once per calendar year to a reasonable and acceptable extent by providing written notice to Customer with three (3) months' advance notice. The increase takes effect upon invoicing at the beginning of a billing period or on the date specified in the notice.

9.6 Licensor reserves the right to change its licensing system so that the use of individual products or services is authorized through the consumption of tokens and license fees are charged based on token usage.

10 Contract Term and Termination

10.1 The following applies to a contract with a fixed term (in particular, Serviceplus, Software Service Agreement or Subscription):

(a) The contract is concluded upon order confirmation or performance of the contractual services, unless the parties have agreed otherwise in the Order.

(b) The contract term is determined in accordance with the respective term in the Order.

(c) Unless otherwise specified in the Order or the contract, the contract automatically renews for the term specified in the contract under the terms and conditions and at the fee in effect at the time of renewal, unless it is terminated with 3 months' notice (unless otherwise specified in the contract).

(d) If the contract is automatically renewed, any discounts granted at the time the contract was initially concluded will not apply to the fee for the subsequent term.

(e) Ordinary termination is not permitted during the term of the contract.

(f) The contract may be terminated by either party for good cause without notice. Licensor is entitled to terminate the contract immediately for good cause, in particular,

- if Customer is in default of payment of the fee or a significant portion of the fee for two consecutive billing periods, or is in default of payment of an amount equivalent to two months' fees over a period spanning more than two billing periods, or
- if Customer culpably violates the license terms set forth in Section 4,
- if Customer uses the Software in violation of the contract and does not cease such use despite a warning from Licensor, or,
- if Customer is insolvent or has filed for bankruptcy.

If Licensor exercises its right to terminate the agreement for good cause, Customer is obligated to uninstall the Software.

10.2 Terminations should primarily be submitted via the online termination page provided by Licensor for this purpose. Alternatively, Customer may submit the termination by email to the email address provided by Licensor for this purpose. The termination must be received by Licensor and must include the information necessary to uniquely identify Customer and the applicable contract.

10.3 As part of the termination process, Licensor may ask Customer to provide a reason for termination. Providing a reason for termination is not a prerequisite for the termination to be effective. The absence, incompleteness, or inaccuracy of such a statement does not affect the validity of the termination. In the case of extraordinary termination, Customer must state the good cause, to the extent that this is required under applicable law for the review or exercise of the termination; even in this case, the termination remains valid in all other respects, unless mandatory law provides otherwise.

10.4 A termination declared via the online termination page is deemed to have been submitted upon clicking the final confirmation button and is deemed to have been received by Licensor upon its electronic transmission. A termination declared by email is deemed to have been received upon its receipt by Licensor. Licensor may confirm receipt of the notice of termination and the scheduled termination date electronically. Notice periods and termination dates remain unaffected.

11 Claims for Defects

11.1 Customers acknowledge and agree that computers, software, and telecommunications systems are not error-free and that downtime may occasionally occur. Licensor therefore cannot guarantee, in particular, that the services will be available without interruption or will be error-free at all times.

11.2 If the functions and/or operation of the Software exhibit defects, Customer must report them immediately in written form or text form. In the event of a defective delivery or service, Licensor is entitled, at its discretion, to remedy the defect free of charge or to replace the Software, including by providing a newer version. In the case of defective software, subsequent performance may also take the form of providing a reasonable workaround—e.g., adjusting workflows or recommending alternative functions—provided that the defect is subsequently fully remedied in an updated or new version of the Software. Licensor may also fulfill its obligation to remedy defects by providing sufficient instructions for doing so. The error analysis shall take place at Licensor's headquarters. Upon request and to the extent necessary, Customer shall grant Licensor access—either directly or via remote data transmission—to its hardware and computer programs on which the defective software is installed. If, due to circumstances on Customer's part, technical access is not possible or is only possible under difficult conditions, Customer shall bear the additional costs incurred as a result.

11.3 The customer's right to have Licensor remedy the defect is excluded if the defect cannot be reproduced or cannot be demonstrated using machine-generated output.

11.4 If the defects that have occurred are attributable to circumstances within Customer's sphere of control for which Customer is responsible, liability for defects shall not apply. This applies, for example, to malfunctions resulting from the use of unsuitable operating materials (e.g., hardware, operating system, etc.), or if Customer has failed to comply with the provisions of the relevant user manuals, terms of use, or software installation requirements, and the error was caused as a result. Furthermore, liability for defects shall not apply if Customer has made changes and/or modifications to the Software, unless Customer can demonstrate, in connection with the error report, that the change or modification was not the cause of the error.

11.5 If the repair or replacement ultimately fails despite two attempts by Licensor, Customer is entitled to a reasonable reduction in the fee or has the right to terminate the contract for cause. The latter right applies only if the defect in the Software or other service significantly impairs essential functions of the Software.

11.6 Except for claims for damages, warranty claims based on material defects are subject to a one-year statute of limitations. This does not apply to defects that were fraudulently concealed.

11.7 In the case of a perpetual license, the following additionally applies to this software:

(a) Customer must inspect the Software for obvious defects immediately upon delivery or receipt, particularly with regard to completeness and basic functionality. Any defects discovered or that can be discovered during this inspection must be reported to Licensor immediately in text form. The notice of defect must include a detailed description of the defects. The same applies if such a defect becomes apparent at a later date. Section 377 of the German Commercial Code (HGB) applies accordingly.

(b) The statute of limitations for warranty claims begins upon delivery or—if Licensor is also obligated to perform installation—upon completion of the installation or electronic transmission.

(c) If the contract covers the delivery of multiple software products and only individual software products are defective, Customer's warranty claims are limited to the defective software, unless

Customer objectively has no interest in the defect-free software products without the defective software.

11.8 In the case of a subscription license, the following also applies to the Software provided:

(a) Customer's right to terminate the agreement due to failure to grant the right of use pursuant to Section 543 (2) no. 1 of the German Civil Code (BGB) applies only under the conditions set forth in Section 11.8.

(b) Licensor guarantees the functionality and operational readiness of the Software in accordance with these Terms of Use. The warranty provisions of lease law (Sections 535 et seq. of the German Civil Code (BGB)) apply.

(c) In the event of impossibility or failure to remedy a defect, culpable or unreasonable delay, or a serious and definitive refusal by Licensor to remedy a defect, or if remedying the defect is otherwise unreasonable for Customer, Customer is, in particular, entitled to reduce the fee. A right to terminate the respective contract for cause may only be exercised if continuing the contractual relationship is unreasonable or if a defect of more than minor significance persists despite the setting of a deadline. Setting a deadline is not required if the defect is so serious that setting a deadline does not appear suitable for remedying the defect and/or restoring confidence.

(d) Customer has no warranty claims

(i) in the case of only an insignificant deviation from the agreed-upon quality or only an insignificant impairment of the Software's usability,

(ii) in the event of incorrect operation of the Software or the service by Customer,

(iii) in the event of the use of hardware, software, or other equipment that is not suitable for the use of the Software (e.g., electronic communication disruptions caused by Customer's services such as firewalls, etc.).

11.9 In all other respects, the statutory warranty claims apply.

12 Liability

12.1 Licensor shall be liable, regardless of the legal basis, exclusively in accordance with the provisions of this Section 122 and as set forth below:

(a) Licensor bears unlimited liability

- in cases of willful misconduct or gross negligence,
- for damages resulting from injury to life, limb, or health,
- in accordance with the provisions of the Product Liability Act, and
- in the event of the assumption of a warranty.

(b) Unless a case described in Section12.1(a) applies, Licensor shall be liable for slight negligence only if Licensor breaches a contractual obligation whose fulfillment is essential for the proper performance of the contract, whose breach jeopardizes the achievement of the contract's purpose, and on whose compliance Customer may reasonably rely (cardinal obligations). In such cases, liability is limited in amount to the foreseeable damage typical for this type of contract, but not exceeding 200% of the

contractual fee, up to a maximum of EUR 50,000.00 per year. Otherwise, Licensor's liability for simple negligence is excluded.

12.2 Notwithstanding the foregoing, the following applies:

(a) To the extent that Licensor provides services limited to a specific term, such as subscription licenses, Licensor's strict liability for defects already existing at the time the contract was concluded is expressly excluded pursuant to Section 536a(1) of the German Civil Code (BGB). This does not apply in cases of fraudulent intent.

(b) To the extent that Licensor provides services, such as technical support, Licensor shall be liable for defects in these services exclusively in accordance with the provisions of the law governing service contracts (Sections 611 et seq. of the German Civil Code (BGB)).

12.3 Claims under this Section are subject to a 12-month statute of limitations, provided that the statutory limitation period applies to claims under Section12.1(a).

12.4 If damage is attributable both to Licensor's fault and to Customer's fault, Customer must accept that his or her contributory negligence will be taken into account. In particular, Customer is responsible for regularly backing up his or her data. In the event of data loss caused by Licensor, Licensor is therefore liable exclusively for the costs of duplicating the data from the backup copies to be created by Customer and for reconstructing the data that would have been lost even if backup copies had been created at reasonable intervals.

12.5 To the extent that Licensor's liability is excluded or limited, this also applies to the personal liability of Licensor's employees, representatives, and agents.

12.6 To the extent that actions or content posted by Customer, its employees, or authorized users violate statutory provisions or the rights of third parties (e.g., copyrights), Customer shall fully indemnify Licensor against any liability and reimburse Licensor for all costs arising therefrom. Licensor is not obligated to review Customer's data for potential legal violations. If Licensor determines or is notified by others that certain content could give rise to civil or criminal liability, Licensor reserves the right to delete such content to the extent that this is technically possible and reasonable.

13 Third-Party Intellectual Property Rights

13.1 To the best of Licensor's knowledge, there are no third-party intellectual property rights that impair the contractual use of the Software. Licensor shall not be liable for any claims by Customer arising from modifications to the Software not made by Licensor, from legal defects in third-party software that is not part of the Software, or from a culpable failure to comply with the accompanying user manual.

13.2 If the contractual use of the Software is impaired by third-party intellectual property rights, Licensor shall have the right, to an extent reasonable for Customer, at its discretion and at its own expense, to acquire licenses and/or to modify the Software or to replace it in whole or in part. If this fails, Customer shall have the right to reduce the fee appropriately or to withdraw from the contract. Withdrawal is excluded in the case of only minor legal defects in the Software.

13.3 Customer shall provide Licensor with reasonable assistance in the event of disputes arising under this section. This includes, in particular, promptly notifying Licensor in writing of any alleged infringements of intellectual property rights by third parties with respect to the Software, as well as granting Licensor the necessary authority to adequately defend the rights to the Software.

14 Force Majeure

14.1 To the extent and for as long as a case of force majeure exists, the parties are temporarily released from their performance obligations.

14.2 Force majeure is an event external to the business, caused by external natural forces or by the actions of third parties, which is unforeseeable according to human judgment and experience, cannot be prevented or rendered harmless even by the utmost reasonably expected under the circumstances, and which cannot be accepted due to its frequency. This includes, in particular, strikes, lockouts, official orders, the failure of communication networks and gateways, disruptions affecting the respective service provider, and disruptions falling within the sphere of risk of other network providers.

14.3 The parties may terminate this contract if the event of force majeure lasts longer than ten days and a mutually agreed-upon adjustment to the contract cannot be reached.

15 Confidentiality

15.1 The parties agree to treat as confidential all confidential information that comes to their knowledge during the performance of this Agreement and to use such information only for the purposes agreed upon in this Agreement. The parties agree to treat confidential information received from the other party with at least the same level of care that they apply to their own affairs. Confidential information within the meaning of this provision includes information, documents, details, and data that are designated as such or are deemed confidential by their nature. This obligation to protect confidential information does not apply to information that is publicly known. Publicly known information is information that can be proven to have been accessible to the respective party or its organs, employees, and authorized representatives ("Representatives") prior to its disclosure, or that became publicly known during the term of this Agreement through no fault of the respective party. Furthermore, the term "confidential information" does not include information that a party has independently developed, provided that this is documented in writing by that party or evidenced in some other manner and does not violate any obligations set forth in this Section 15.

15.2 The parties agree to grant access to the other party's confidential information only to those representatives who are entrusted with the performance of services under the contract and who have agreed to be bound by a confidentiality obligation in accordance with this Section 1515.

15.3 The obligation of confidentiality does not apply to courts and government authorities to the extent that there is a legal obligation to disclose such information or the information in question is relevant in civil proceedings between the parties or between one of the parties and a third party. The other party must be notified immediately of any disclosure of confidential information. Each party agrees to inform the other party prior to the disclosure of confidential information, unless such notification is prohibited by law.

15.4 The rights and obligations set forth in Sections 15.1 and 15.2 shall remain unaffected by the termination of this Agreement. Upon termination of this Agreement, both parties are obligated to return or destroy the other party's confidential information, at the other party's discretion.

16 Data Protection

16.1 The parties shall comply with the statutory provisions on data protection. Information on data protection and the currently valid privacy notice for business partners can be accessed via the following hyperlink: https://www.allplan.com/us_en/data-protection/#c344038 . The privacy notice for the respective software (Allplan, FRILO, DC Software, SCIA, or SDS2 Software) can be accessed when the Software is launched.

16.2 If Licensor gains access to Customer's personal data in the course of providing Services and acts as a data processor, the parties shall enter into a corresponding data processing agreement prior to the commencement of processing. In this case, Licensor shall process the relevant personal data solely in accordance with the terms of that agreement and Customer's instructions.

16.3 Licensor is entitled to disclose personal data of Customer and of persons acting on behalf of Customer or employed by Customer to companies affiliated with Licensor within the Nemetschek Group within the meaning of Art. 4(19) of the GDPR and to have such data processed by them, to the extent that this is necessary for the following purposes:

(a) the provision, performance, maintenance, and further development of the contractually agreed-upon services;
(b) the technical administration, operation, and security of IT and communication systems;
(c) the handling of support and service requests;
(d) the centralized management of customer, contract, billing, and business contact data;
(e) the fulfillment of legal obligations, as well as the assertion, exercise, or defense of legal claims;
(f) the prevention, investigation, and defense against fraud, misuse, and security incidents; and
(g) the protection of the legitimate interests of Licensor and its affiliated companies in the efficient, secure, and uniform organization of the corporate group.

Affiliated companies may process the transferred personal data only for the purposes specified in each case and in accordance with applicable data protection regulations. To the extent that an affiliated company processes personal data on behalf of Licensor, such processing is governed by an agreement pursuant to Article 28 of the GDPR. To the extent that the affiliated company decides independently or jointly with Licensor on the purposes and means of processing, it bears its own responsibility under data protection law for such processing. Personal data will only be transferred to countries outside the European Union or the European Economic Area if the requirements of Articles 44 et seq. of the GDPR are met. Details regarding the recipients or categories of recipients, the purposes of processing, the legal bases, and any transfers to third countries are set forth in Licensor's Privacy Policy.

17 Export Controls

If the export of the Software is subject to national or international export regulations, Customer must obtain approval from the competent authorities. The costs of export, in particular customs duties, taxes, fees, and other costs, shall be borne by Customer.

18 Final Provisions

18.1 No implied, oral, or written side agreements have been made. Any amendments or additions to these Terms of Use must be made in text form or written form. This also applies to any amendment to or waiver of this written form requirement.

18.2 Customer may assign or transfer the contract concluded on the basis of these Terms of Use, or the rights or obligations arising from this contract to third parties only with the prior written consent of Licensor. Licensor will not unreasonably withhold such consent. This provision does not apply to the extent that Section 354a of the German Commercial Code (HGB) is applicable.

18.3 To the extent that a provision in these Terms of Use requires the written form, this includes both the written form and any document signed by hand and transmitted via fax or as a scan by email.

18.4 Should any provision of these Terms of Use be wholly or partially invalid, unenforceable, or contain a loophole, all remaining provisions shall remain unaffected. In such a case, the invalid provision shall be replaced by a valid and enforceable provision that most closely approximates the economic and legal purpose of the invalid provision. The same applies to the closure of any contractual loophole.

18.5 The English version of these Terms of Use and Licensing Terms is legally binding. Translations into other languages are provided solely for ease of understanding and are intended only to assist comprehension ("Convenience Translations"). They do not constitute independent versions of the agreement. In the event of any discrepancies or contradictions between the English version and a translation, the English version shall prevail exclusively.

18.6 These Terms of Use are governed by German law, excluding German conflict-of-law provisions and the UN Convention on Contracts for the International Sale of Goods.

The exclusive place of jurisdiction is Landgericht München I (Germany). Allplan is also entitled to bring legal action at Customer's place of business.