General Subscription Conditions of ALLPLAN Deutschland GmbH
(Last update: 01/07/2021)

1. Scope of application

1.1 These Subscription Conditions shall apply to all software subscription contracts ("**Subscription Contract**") concluded between ALLPLAN Deutschland GmbH ("**ALLPLAN**") and the customer ("**Customer**"). The respective Subscription Contract shall be concluded as (i) Subscription Contract "General", (ii) Subscription Contract "Internship" or (iii) Subscription Contract "Start-up/Apprenticeship" and shall each include the provision of the contractual software ("**Software**") to the Customer by download via the Internet. Unless otherwise provided below, these Conditions shall apply to all the Subscription Contract types named above.

1.2 For Serviceplus services, the Serviceplus Conditions of ALLPLAN shall apply in addition to these Conditions. Should they contradict each other, these Conditions shall take precedence over the Serviceplus Conditions.

1.3 Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the contract if and to the extent that ALLPLAN has expressly agreed to their validity in writing. This requirement of consent shall also apply, if ALLPLAN provides the services without reservation while being aware of the Customer's general terms and conditions.

2. User fee and terms of payment

2.1 The Customer undertakes to pay the user fee specified in the Subscription Contract. The user fee shall be invoiced in advance for the agreed contract term and shall be due for payment within 30 days if a SEPA direct debit mandate has been issued, otherwise within 14 days after the invoice date.

2.2 ALLPLAN may increase the user fee according to clause 2.1 above by giving three (3) months' prior written notice once per calendar year to an appropriate and reasonable extent, and by a maximum of 3%. The increase shall take effect upon invoicing at the start of a billing period or on the date specified in the notification.

2.3 ALLPLAN's prices shall not include the statutory value added tax.

2.4 If the Customer is in default of payment, ALLPLAN shall be entitled to demand the statutory default interest in accordance with Section 288 of the *BGB* [German Civil Code] as compensation for such default. ALLPLAN expressly reserves the right to claim further damages. ALLPLAN shall also be entitled, if the Customer is in arrears with a not merely insignificant part of the user fee, to temporarily suspend the contractual services until the user fee has been paid in full.

2.5 The Customer may only offset due claims of ALLPLAN against counterclaims that are undisputed or established as final and absolute.

3. Term and termination

3.1 The Subscription Contract shall be concluded by confirmation of acceptance or execution of the contractual service by ALLPLAN (provision of the Software). However, the actual contract term shall only start on the first day of the calendar month following the conclusion of the contract.

3.2 The contract term for (i) the Subscription Contract "General", (ii) the Subscription Contract "Start-up/Apprenticeship" and (iii) the Subscription Contract "Internship" depend on what has been agreed with the customer in the respective Subscription Contract.

3.3 The term for the Subscription Contract "General" will be automatically extended by the agreed contractual term, unless it is duly terminated under observance of the notice period stipulated in the contract.

3.4 The Subscription Contract may be terminated by either party without notice for a compelling reason. In particular, ALLPLAN may terminate the Subscription Contract without notice if the Customer uses the Software contrary to the provisions set out in the contract and fails to cease such use despite a warning given by ALLPLAN.

3.5 Any termination must be made in writing or in text form. If ALLPLAN makes use of the right of termination according to clause 3.4, the Customer shall be obliged to deletion according to clause 11 and ALLPLAN may demand compensation from the Customer for the non-fulfilment of the contract for the remaining contract term.

3.6 When the Subscription Contract is terminated, the corresponding Serviceplus Contract will also terminate and all Serviceplus benefits shall be forfeited.

4. Customer's obligations to cooperate

4.1 The Customer shall be responsible for adequate data backup to avoid possible data loss. They shall ensure that their project data created with the Software are regularly backed up and archived on external data carriers to prevent a possible loss of data.

4.2 Where required for ALLPLAN to provide its services under the Subscription Contract, the Customer shall grant ALLPLAN access, upon request, directly or by means of remote data transmission, to their hardware and computer programs where the Software is located. Where required for the performance of the contractual services, the Customer shall designate in writing a responsible person to ALLPLAN, who shall have all the decision-making powers, access rights to the computer system and authorisations required for the purpose of executing the contract.

4.3 Unless agreed otherwise in writing, the Customer shall be responsible for installing of Software.

4.4 The Customer shall protect the Software against unauthorised access by third

parties by taking appropriate precautions, e.g., by using up-to-date antivirus software.

4.5 ALLPLAN shall fulfil its information obligations regarding to the Software by publication on the ALLPLAN Connect service portal. Necessary publications regarding the Software, including defects that have become known and their effects, shall be made exclusively on the Internet. Within the scope of their duty to cooperate, the Customer shall be required to regularly check the service area on ALLPLAN Connect.

5. Voluntary services

Services provided by ALLPLAN that are not expressly mentioned in these Subscription Conditions shall be voluntary services provided by ALLPLAN to which no legal claim exists for the future, even if they are provided repeatedly. ALLPLAN shall be entitled to discontinue voluntary services at any time subject to a 4 weeks' period of notice.

6. Licence Conditions, network use, decompilation

6.1 The Software provided constitutes a trade secret of ALLPLAN. Furthermore, the Software is protected by the relevant copyright laws.

6.2 Unless agreed otherwise, ALLPLAN shall grant the Customer a single, non-transferable licence limited to the contract term to use the contractual Software in accordance with the provisions of the Subscription Contract and the related documentation and/or user manual (single user licence in accordance with clause 6.3).

6.3 Unless agreed otherwise, the Customer shall be entitled to install the Software on multiple computers. However, its use shall only be permitted on a single computer, i.e., on one workstation at one location at any one time (single user licence). If the Customer has ceased to use a computer altogether and not just temporarily, they are to delete the Software completely from the data memory of this computer. Use of the Software within a network, another multi-station computer system or via remote data transmission between several computers shall only be permitted if this does not create the possibility of simultaneous multiple use of individual single user licences or if the Customer has acquired corresponding licences within the scope of the Subscription Contract.

6.4 If a multi-user application has been agreed, the Customer shall be entitled to use the Software on more than one computer, whereby the agreed maximum number of stations using the Software at the same time, as specified in the contract, shall be complied with. The use of the Software within a network, another multi-station computer system or via remote data transmission shall be permitted if the contractually agreed maximum number of simultaneously used stations (users) is not exceeded.

6.5 The Customer may only reproduce the Software to the extent that such reproduction is required for the contractual use of the Software. The required reproductions shall include the installation of the Software as well as the loading of the Software into the main memory. The Customer shall not be entitled to make any other reproductions. This shall also apply to the reproduction of parts of the Software and to the – complete or partial – reproduction of the user manual. The Customer shall have the right to make a backup copy of the Software.

6.6 The retranslation of the program code into other code forms (decompilation) as well as other types of reverse engineering of the various production stages of the Software shall only be permitted within the scope of Section 69 e of the *Urheberrechtsgesetz* [German Act on Copyright and Related Rights].

6.7 The Customer shall not be permitted to rent, lease or otherwise make the Software, including the user manual, temporarily available to third parties during the term of the Subscription Contract. In particular, the subleasing, the transfer of the Software by way of Application Service Providing (ASP) or within the framework of cloud computing applications for third parties shall not be permitted.

6.8 The Customer shall not be entitled to remove or change copyright notices, serial numbers or other features of the Software that serve to identify it.

7. Industrial property rights of third parties

7.1 To ALLPLAN's knowledge, there are no industrial property rights of third parties affecting the contractual use of the Software. ALLPLAN shall not be liable for any claims of Customers that are based on modifications of the Software not made by ALLPLAN or on defects of title of third-party software which is not part of the Software.

7.2 If the contractual use of the Software or other services according to this contract is impaired by the industrial property rights of third parties, ALLPLAN shall have the right, to the extent reasonable for the Customer, to acquire licences and/or to modify the Software or to replace it in whole or in part at its discretion and at its expense. If this fails, the Customer shall have the right to reduce the fee appropriately or to terminate the contract. Termination shall not be permitted if the defects of title affecting the Software are of only insignificant nature. Any claims for damages shall be governed exclusively by clause 9.

8. Claims for defects

8.1 If the Software or documentation provided to the Customer is defective, the Customer shall immediately inform ALLPLAN of this in writing. ALLPLAN shall be entitled, at its discretion, to free rectification or replacement, also by providing a newer Software or other service. Should the Software be defective, subsequent performance may also be effected by providing a workaround, provided that the defect is completely eliminated within the scope of an updated or new version of the Software. ALLPLAN can also fulfil its obligation to remove defects by providing sufficient information on how to

remove them. The fault analysis shall take place at the ALLPLAN headquarters. Upon request and where necessary, the Customer shall grant ALLPLAN access, directly or by means of remote data transmission, to their hardware and computer programs on which the Software and/or other service is located. If technical access is not possible or only possible under difficult conditions for reasons attributable to the Customer, the Customer shall bear the additional costs incurred.

8.2 The Customer's claim for the removal of defects shall be excluded if the defect is not reproducible or cannot be shown based on machine-generated output.

8.3 There shall not be any liability for defects if the occurred defects have been caused by circumstances the Customer is responsible for. This shall apply e.g., to faults resulting from the use of unsuitable operating materials (e.g., hardware, operating system, etc.) or if the Customer has failed to comply with the provisions of the relevant operating manuals, terms of use or installation requirements of the Software and this has caused the defect. Furthermore, the liability for defects shall not apply if the Customer has changed and/or interfered with the Software, unless the Customer proves in connection with the error message that the change was not the cause of the error. In all other cases, the statutory provisions shall apply.

8.4 If the repair or replacement delivery definitively fails despite two attempts made by ALLPLAN, the Customer shall have the right to a reasonable reduction of the user fee or to terminate the contract for cause. The latter right can only be exercised if essential functions of the Software are significantly impaired by the defect in the Software and/or other service. Moreover, the Customer shall only have the right to terminate based on the refusal of permission of use in accordance with Section 543 (2) no. 1 of the *BGB* if the requirements set out in this sub-clause are met.

8.5 Except for claims for damages, warranty claims based on material defects shall be subject to a limitation period of two years or one year if the transaction does not involve a consumer. The limitation period shall start when the Software is made available for download and the Customer can access it. This shall not apply to maliciously concealed defects. Clause 9.3 shall apply to the limitation period for claims for damages.

8.6 Any claims for damages shall be governed exclusively by clause 9.

9. Liability

ALLPLAN shall be liable, irrespective of the legal grounds, exclusively in accordance with the following provisions:

9.1 ALLPLAN shall be liable without limitation

- for intention or gross negligence,
- for damage arising from injury to life, body or health,
- according to the provisions of the *Produkthaftungsgesetz* [German Product Liability Act], and
- if it has assumed a guarantee.

9.2 Unless clause 9.1 applies, ALLPLAN shall only be liable for slight negligence if ALLPLAN breaches a contractual obligation the fulfilment of which is a prerequisite for the proper performance of the contract, the breach of which jeopardises the achievement of the purpose of the contract and on the compliance of which the Customer may regularly rely (cardinal obligations). In these cases, liability shall be limited to the amount of the foreseeable damage typical for this type of contract, but at most to 200% of the contractual remuneration up to a maximum of EUR 50,000.00 per year. In all other cases, ALLPLAN shall not be liable for slight negligence.

9.3 Claims under this clause shall become statute-barred after 12 months, subject to the proviso that the statutory limitation period shall apply to claims under clause 9.1.

9.4 ALLPLAN's strict liability for defects already existing at the time of entering into the contract according to Section 536 a (1) of the *BGB* shall be expressly excluded. This shall not apply in cases of fraudulent intent.

9.5 Contributory negligence and data backup: If a damage is due both to the fault of ALLPLAN and to the fault of the Customer, the Customer shall be obliged to have its contributory negligence to be taken into account. In particular, the Customer shall be responsible for the regular backup of their data. If data is lost and ALLPLAN is responsible, ALLPLAN shall only be liable for the costs of duplicating the data of the backup copies to be made by the Customer and for reconstructing the data that would have been lost even if backup copies had been made at reasonable intervals.

9.6 To the extent that ALLPLAN's liability is excluded or limited, this shall also apply to the personal liability of ALLPLAN's employees, representatives, and vicarious agents.

10. Force majeure

10.1 If and as long as an event of force majeure exists, the parties shall be temporarily released from their performance obligations.

10.2 Force majeure is an event caused externally from outside the company by elementary forces of nature or by actions of third parties and which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means, even by taking the utmost care reasonably to be expected in the circumstances, and which cannot be just accepted because of its frequency. This particularly includes strikes, lockouts, official orders, the failure of communication networks and gateways, disruptions within the area of the respective service provider as well as disruptions within the area of risk of other network providers.

10.3 The parties may terminate this contract if the force majeure event continues for more than ten days and a mutually agreed modification to the contract cannot be

reached.

11. Deletion of the Software at the end of the contract

After the contract term ends, the Customer shall be obliged to immediately stop using the Software and to delete it, as well as all installed program copies and any stored user manuals and other documents, completely and permanently from all the Customer's servers. The same shall apply to any backup copies made by the Customer. Upon ALLPLAN's request, the Customer shall immediately provide written assurance that it has fully complied with its obligations under this clause 11.

12. Privacy

12.1 The parties shall comply with the statutory provisions on data protection.

12.2 If and to the extent that ALLPLAN has access to the Customer's personal data while providing the service, the parties shall conclude a corresponding data processing agreement before processing is started and attach it to the Subscription Contract. In this case, ALLPLAN shall process the corresponding personal data solely in accordance with this agreement and the Customer's instructions.

13. Changes to these Terms of Use

ALLPLAN reserves the right to modify these General Subscription Conditions with effect for the future. ALLPLAN shall notify the Customer of any changes and make the modified conditions available to the Customer. By using or continuing to use the Software after a modification, the Customer declares its agreement with the modification and its acceptance of the modified Conditions.

14. Claims for defects

14.1 Should the export of the Software be subject to national or international export regulations, the Customer shall obtain the consent of the competent authorities. The costs of export, such as customs duties, taxes, fees, and other costs, shall be borne by the Customer.

14.2 No implicit, oral or written collateral agreements have been made. Amendments and supplements to this contract shall be made in writing. This shall also apply to any amendment or waiver of this written form requirement clause.

14.3 The Customer shall not be permitted to assign or transfer this contract or any of their rights or obligations arising from this contract to third parties without obtaining ALLPLAN's prior written consent. ALLPLAN shall not unreasonably withhold such consent. This clause 14.3 shall not apply to the extent that Section 354a of the *HGB* [German Commercial Code] applies.

14.4 Both contracting parties undertake to use all knowledge of confidential information, company and/or business secrets of the other contracting party obtained within the framework of the contractual relationship only for the purpose of implementing the contract and to keep such knowledge confidential for an unlimited period of time.

14.5 Should any provision of the Subscription Contract or of these General Subscription Conditions be invalid or unenforceable in whole or in part or should they contain a gap, this shall not affect the validity of the remaining provisions. In this case, the invalid provision shall be replaced by a valid and enforceable regulation that comes closest to the economic and legal purpose pursued by the invalid provision. The same shall apply in case of a contractual gap.

14.6 The Subscription Contract as well as these General Subscription Conditions shall be governed by German law to the exclusion of the German conflicts of laws rules and the UN Convention on Contracts for the International Sale of Goods.

14.7 Exclusive place of jurisdiction shall be the headquarters of ALLPLAN, provided that the Customer is an entrepreneur. However, ALLPLAN shall also be entitled to bring an action at the Customer's place of business.

14.8 The EU Commission has created an Internet platform for the online resolution of disputes. This platform serves as a contact point for the out-of-court resolution of disputes concerning contractual obligations arising from online sales contracts. More information is available at the following link: http://ec.europa.eu/consumers/odr. ALLPLAN is neither prepared nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.