

General Subscription Terms and Conditions of ALLPLAN Schweiz AG

(Last update: 10/01/2023)

1. Scope of application

1.1 These Subscription Conditions shall apply to all individual contracts concluded between ALLPLAN Schweiz AG ("ALLPLAN") and the customer ("Customer") granting the right to use the contractual software ("Software") for a limited period (rent) ("Subscription Contract").

1.2 As part of and during the term of the Subscription Contract, ALLPLAN shall provide the Customer with generally available updates and upgrades of the Software. ALLPLAN continuously develops the Software and provides the Customer with the latest version of the Software. This can be done by providing a new major version (content enhancements) or by updating the current version.

1.3 It is at the discretion of ALLPLAN at which intervals new versions or updates of the Software are provided and which functionalities and modules of the Software are retained, changed, modified, reduced, or extended. If in this context essential functionalities of the Software are restricted or omitted without corresponding compensation, the user fee will be reduced appropriately from the time of the change. The rights under clause 8 (claims for defects) shall remain unaffected.

1.4 ALLPLAN may, at its sole discretion, provide the documentation for the Software to the Customer in electronic form. Whereby, ALLPLAN, as licensor, retains all intellectual property rights in the documentation.

1.5 The Subscription Contract includes maintenance and support: ALLPLAN's technical support assists Customers with individual questions regarding the use of the Software, both by telephone and by e-mail or, if necessary, in writing. The technical support is available Monday to Friday. For opening hours, see the website. No technical support is offered on Saturdays, Sundays and holidays. Any assistance provided by technical support within the scope of the Subscription Contract is limited to answering individual questions. General explanations of the functioning of the Software or the training of individual program sequences are not part of the technical support but may partially be addressed on ALLPLAN Connect or may be ordered separately. After development and deployment of a new main version in accordance with the above clause 1.2, the assistance provided by the technical support is limited only to the respective current main version and the last two previous main versions. If ALLPLAN is entitled to discontinue its contractual services for a specific main version of its software, this also includes the right to discontinue the contractual services for software that is technically dependent on this main version of the software (not self-running) at the corresponding time.

Not included are:

- technical service at the Customer's site
- support of the Customer with the installation of the Software, as well as updates and upgrades (except for malfunctions of the Allplan-Installer).
- trainings
- advisory services and consulting that go beyond assistance
- the administration of the computer system (hardware and operating system),
- support for the conversion of old data versions into new data versions
- support for converting data from foreign formats into Software-compatible formats,
- or answering non-software technical content questions (e.g. on the calculation of statics or quantity assessment).

Services that are generally not provided by ALLPLAN include hardware support and support for third-party software (even if there is a connection to the Allplan Software via interfaces).

1.6 Access and use of ALLPLAN Connect:

After registration, Customers receive access to the ALLPLAN Connect service portal and can use the services there (access to user forums, download of CAD objects, e-learning, online library, FAQ database) free of charge. If and to the extent that Customers purchase paid services via the ALLPLAN Connect portal, the General Terms and Conditions of Use for the ALLPLAN Connect portal or the ALLPLAN Campus portal shall apply in addition to the provisions of this Subscription Contract. In the event of contradictions, the provisions of the Subscription Contract shall prevail.

1.7 Trainings / events:

Customers can participate in training courses and free-of-charge events organised by ALLPLAN at special conditions. It is at ALLPLAN's discretion at which intervals these training courses and events are held. The corresponding dates and special conditions will be announced to the Customer via the ALLPLAN Connect service portal or via e-mail.

1.8 Bluebeam's General Terms of Use (available at <https://www.bluebeam.com/legal/terms-of-use>) apply to services and Software provided by Bluebeam.

1.9 Deviating, conflicting or supplementary GTC of the Customer shall only become binding, if and to the extent that ALLPLAN has expressly agreed to be bound in writing. This consent requirement also applies if ALLPLAN provides the services without reserving its rights while having knowledge of the Customer's GTC.

2. User fee and payment terms

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. The due date depends on the contractually agreed payment method.

2.2 ALLPLAN may increase the user fee pursuant to Section 2.1 above by giving three (3) months' notice in writing (or electronically) once per calendar year up to an appropriate and reasonable extent. The increase shall take effect upon invoicing at the beginning of an invoicing period or on the date specified in the notification.

2.3 ALLPLAN's prices are exclusive of the statutory value added tax.

2.4 If the Customer is in default of payment, ALLPLAN is entitled to demand as default damages the statutory default interest in accordance with Section 104 of the OR. ALLPLAN expressly reserves the right to claim further damages. Furthermore, if the Customer is in default if payment of the user fee with a more than insignificant amount ALLPLAN is entitled to temporarily suspend the contractual services until the outstanding user fee has been fully paid.

2.5 The Customer may only offset due claims of ALLPLAN with undisputed or legally established counterclaims.

3. Term and termination

3.1 The Subscription Contract is concluded by order confirmation or execution of the contractual service by ALLPLAN (provision of the Software to the Customer by download via the Internet).

3.2 The term of the Subscription Contract shall be specified by the individual contract entered into with the Customer. Unless otherwise contractually agreed, this Subscription Contract shall be automatically extended by the original contract term at the terms and conditions and user fee applicable at the time of renewal, unless it is terminated earlier under observance of the contractually agreed notice period.

3.3 During the term of the Subscription Contract, ordinary termination of the Subscription Licence is excluded. The Subscription Contract may be terminated by either party without notice for good cause. ALLPLAN may terminate the Subscription Contract for example without notice, if the Customer uses the Software in breach of the Subscription Contract and does not cease this use despite a warning from ALLPLAN, or if the Customer ceases payments or has filed for insolvency.

3.4 Any termination must be made in writing or in text form. If ALLPLAN exercises its right of termination, the Customer is obliged to delete the Software (in accordance with clause 11). Also, ALLPLAN may claim damages from the Customer for non-performance of the contract for the remaining contractual term.

4. Customers Duties to Cooperate

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

4.2 To the extent necessary for the performance of services by ALLPLAN under the Subscription Contract, the Customer shall grant ALLPLAN access to its hardware and computer programs on which the Software is located upon request, directly or by means of remote data transmission. To the extent necessary for the performance of the contractual services, the Customer shall designate a responsible person vis-à-vis ALLPLAN who has decision-making powers, access rights to the computer system and powers of attorney required for the purposes of the performance of this Subscription Contract.

4.3 Unless otherwise agreed in writing, the installation of Software is the responsibility of the Customer.

4.4 The Customer shall take suitable precautions to protect the Software from unauthorised access by third parties.

4.5 ALLPLAN fulfils its information obligations regarding the Software by publications on the ALLPLAN Connect service portal. Important information on the Software or on defects and their effects shall be published by ALLPLAN exclusively on the Internet. The Customer is required to regularly check the service area on ALLPLAN Connect within the scope of his duties to cooperate.

5. Voluntary benefits

Services provided by ALLPLAN that are not expressly mentioned in these Subscription Terms and Conditions are voluntary services provided by ALLPLAN, to which there is no legal entitlement for the future, even if they are provided repeatedly. ALLPLAN is entitled to discontinue voluntary services at any time with a notice period of 4 weeks.

6. Subscription Licence, General Licence Conditions

6.1 The Software is a trade secret of ALLPLAN which is protected by the relevant copyright laws.

6.2 With a Subscription licence, the Customer receives - unless otherwise agreed - the time-limited, paid, non-exclusive, non-transferable, non-sublicensable right to install the Software on any number of devices and to use the Software on one (1) individual device, but not simultaneously on different devices (Single User Licence). The Software is licensed in a specific country and 80% of the usage must be done in that country.

6.3 If a Customer permanently ceases using a computer, the Software shall be completely deleted from the mass memory of the customer's computer. Use of the Software within a network, a multi-station computer system or by remote data transmission between several computers is only permissible if this does not create the possibility of simultaneous multiple use of individual single-user licences or if the Customer has acquired the respective licences within under this 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 seats (users) using the Software at the same time as specified in the contract must be complied with. Use of the Software within a network, another multi-station computer system or by remote data transmission is permissible if the contractually agreed maximum number of simultaneously used seats (users) is not exceeded.

6.5 The Customer may only reproduce the Software to the extent that the reproduction is necessary for the contractual use of the Software. Necessary reproductions include the installation of the Software and the loading of the Software into the main memory. Otherwise, the Customer is not entitled to make copies. This also applies to the duplication of parts of the Software and to the - complete or partial - duplication of the user manual. The Customer has the right to make a backup copy of the Software.

6.6 The Customer may use any available version of the Software. ALLPLAN may, at its sole discretion, restrict the right of use to versions of the Software older than three (3) years.

6.7 The retranslation of the programme code into other code forms (decompilation) as well as other types of reverse engineering of the various manufacturing stages of the Software shall not be permitted.

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

7. Property rights of third parties

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

7.2 If the contractual use of the Software or other services under this contract is impaired by third party property rights, ALLPLAN has the right, to an extent reasonable for the Customer, to acquire licenses and/or to modify or replace the Software in whole or in part, at its own discretion and expense. If this fails, the Customer has the right to reduce the user fee appropriately or to terminate the contract. In the event of only insignificant defects of title in the Software, termination shall be excluded. 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 has defects, the Customer must notify ALLPLAN of these in writing without delay. ALLPLAN is entitled, at its discretion, to rectify the defect free of charge or to replace the defective Software or documentation, also by providing a newer version of the Software or other service. In the case of defective Software, subsequent performance may also be effected by providing a workaround, provided that the defect is subsequently completely eliminated within the scope of an updated or new version of the Software. ALLPLAN can also fulfil its obligation to eliminate errors by providing sufficient information on how to eliminate the errors. The error evaluation takes place at the registered office of ALLPLAN. Upon request and to the extent necessary, the Customer shall grant ALLPLAN access, directly or by means of remote data transmission, to its hardware and computer programs on which the Software or other service is located. If technical access is not possible or only possible under difficult conditions due to the Customer, the Customer shall bear the additional costs incurred.

8.2 The Customer's claim for error correction is excluded, if the error is not reproducible or cannot be shown on the basis of machine-generated output.

8.3 If any errors have been caused by circumstances for which the Customer is responsible, the liability for defects shall not apply. This applies, for example, in the event of malfunctions due to the use of unsuitable operating materials (e.g.

hardware, operating system, etc.), or if the Customer has not complied with the provisions of the relevant operating manuals, conditions of use or installation requirements of the Software and this has caused the error. Furthermore, the liability for defects shall not apply if the Customer has made changes and/or interventions in the Software, unless the Customer proves in connection with the error message that the intervention was not the cause of the error. In all other respects, the statutory provisions shall apply.

8.4 If the rectification or replacement delivery finally fails despite two attempts by ALLPLAN, the Customer is entitled to an appropriate reduction of the user fee or the right to terminate the contract extraordinarily. The latter right only exists if essential functions of the Software are significantly impaired by the fault in the Software or other service.

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

9. Liability

ALLPLAN shall only be liable according to the following provisions (irrespective of the legal basis for any liability):

9.1 ALLPLAN shall be liable without limitation

- in the event of intent or gross negligence,
- in the event of damage resulting from injury to life, body or health,
- in accordance with the provisions of the German Product Liability Act and
- in the event of the assumption of a guarantee.

9.2 If clause 9.1 does not apply, 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 this Subscription 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 is limited to the amount of the foreseeable damage typical for this type of contract, but no more than 200% of the contractual remuneration, up to a maximum of CHF 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, with the proviso that the statutory limitation period shall apply to claims under clause 9.1.

9.4 ALLPLAN's strict liability for defects already present at the time of conclusion of the contract in accordance with Section 200 of the OR is expressly excluded. This does not apply in cases of fraudulent intent.

9.5 If damage is attributable both to fault on the part of ALLPLAN and to fault on the part of the Customer, the Customer shall be obliged to have its contributory negligence to be taken into account. In particular, the Customer is responsible for regularly backing up its data. In the event of a loss of data for which ALLPLAN is responsible, ALLPLAN is therefore liable exclusively for the costs of duplicating the data of the backup copies to be created by the Customer and for reconstructing the data that would have been lost even if backup copies had been created at reasonable intervals.

9.6 Insofar as ALLPLAN's liability is excluded or limited, this also applies to the personal liability of ALLPLAN's employees, representatives and vicarious agents.

10. Force majeure

10.1 Insofar and as long as an event of force majeure exists, the parties shall be temporarily released from performing their obligations under this Subscription Contract.

10.2 Force majeure is a non-operational event caused externally by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, cannot be prevented or rendered harmless by economically acceptable means even by the utmost care reasonably to be expected in the circumstances, and is also not to be accepted because of its frequency. This particularly includes war or riots, civil commotion, industrial disputes (e.g. strikes, lock-outs), pandemics as well as operational disruptions, natural events (e.g. floods, earthquakes, fire) or confiscation, embargoes, and other official decrees such as export permits not granted, decreed restrictions on energy consumption, the failure of communication networks and gateways, disruptions in the area of the respective service provider as well as disruptions that lie in the risk area of other network providers.

10.3 The Parties may terminate this Subscription Contract if the Force Majeure Event continues for more than ten days and a mutually agreeable adjustment to the Subscription Contract cannot be reached.

11. Deletion of the Software at the end of the Subscription Contract

After the end of the contract term, the Customer is obliged to immediately stop using the Software and to completely and permanently delete it. This includes deletion of all installed programme copies and any stored user manuals and other documents from all its servers. The same applies to any backup copies made by the Customer. At the request of ALLPLAN, the Customer shall immediately provide written assurance of full compliance with its obligations under this Clause 11.

12. Data protection

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 personal data of the Customer in the context of the provision of services, the parties shall conclude a data processing agreement before the start of the processing. In this case, ALLPLAN will process the relevant personal data solely in accordance with its provisions and the Customer's instructions.

13. Changes to these Subscription Terms and

ALLPLAN reserves the right to change these Subscription Terms and Conditions with effect for the future if there is an urgent reason to do so and only insofar as this is reasonable in the individual case, taking into account the interests of the Customer. An urgent reason exists in particular if the services have to be adapted for technical reasons. ALLPLAN will inform the Customer of any changes and make the modified Subscription Conditions available under observance of a reasonable notice period before the change takes effect. The Customer is entitled to terminate the Subscription Contract before the change becomes effective. By using or continuing to use the Software or the Services after a change, the Customer is deemed to have accepted the changed and the amended General Subscription Conditions.

14. Final provisions

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 the export, in particular customs duties, taxes, fees and other costs shall be borne by the Customer.

14.2 No tacit, oral or written collateral agreements have been made. Amendments and supplements to these Subscription Terms and Conditions must be made in writing or in text form. This shall also apply to any amendment or waiver of this written form clause.

14.3 The Customer may only assign or transfer the Subscription Contract or its rights or obligations arising from it to third parties with the prior written consent of ALLPLAN. ALLPLAN will not unreasonably withhold such consent.

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

14.5 Should any provision of the Subscription Contract or these General Subscription Terms and Conditions be partially or completely invalid or unenforceable or contain a loophole, all other provisions shall remain unaffected. In this case, the invalid clause shall be replaced by a valid and enforceable provision which corresponds to the economic and legal purpose of the invalid clause. The same applies to the closing of a contractual loophole.

14.6 The Subscription Contract and these General Subscription Terms and Conditions shall be governed by Swiss law and the UN Convention on Contracts for the International Sale of Goods.

14.7 The exclusive place of jurisdiction is the headquarters of ALLPLAN, insofar as the Customer is an entrepreneur. However, ALLPLAN is also entitled to take legal action at the Customer's registered office.