

## General Terms of Use for the ALLPLAN Connect Portal and the ALLPLAN Campus Portal

### 1. Subject matter and scope of the contract

1.1. The following Terms of Use shall govern the use of the ALLPLAN Connect, ALLPLAN Campus Portal and Exchange Portal web platforms (“**Platforms**”) as well as the access to the Allplan Bimplus, Allplan Share and Allplan Exchange products and the content, services and posts (“**Applications**”) contained on these Platforms by ALLPLAN Deutschland GmbH (“**ALLPLAN**”) as well as the requirements for use of the Platforms and Applications by Allplan customers (“**Customer**”) and other users (“**Authorised Users**”) (Customers and Authorised Users are also collectively referred to as “**Users**”).

1.2. By using the Platforms and Applications, the User unconditionally accepts these Terms of Use. Should the User not agree to these Terms of Use, they shall not be permitted to use the Platforms and Applications for themselves or for third parties.

1.3. Deviating, conflicting or supplementary general terms and conditions of the User 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 Platforms and Applications without reservation while being aware of the User’s general terms and conditions.

### 2. Scope of services, provision of Platforms and Applications

2.1. The User shall be given the possibility to use the Platforms and Applications free of charge via a telecommunications connection (Internet).

2.2. Use of the Platforms and Applications requires the creation of a user account. The user account shall be created by ALLPLAN. Should the Customer not have a user account yet, they shall receive the necessary access data from ALLPLAN.

2.3. A further prerequisite for the use of the Platforms and Applications is access to the Internet; Internet access may be associated with connection or telephone costs of the respective provider, which shall be borne by the User. The actual use of the Platforms and Applications shall be free of charge for the User, unless a chargeable use is expressly indicated. ALLPLAN reserves the right, at its sole discretion, to make free Applications subject to a fee at a later stage. There shall not be any claim for general free use of the Platforms and Applications.

2.4. ALLPLAN shall keep the Platforms and Applications available on central servers for use by the User. The current technical specifications of the software, hardware and network configurations required by the User and of the supporting browsers and the data formats are included in the information provided in the “System Requirements”, which are available on the Internet under the link (<https://connect.allplan.com/de/support/sysinfo.html>) - see the user manual under this link. ALLPLAN shall not be responsible for the suitability and the quality of the required hardware and software on the part of the User or for the telecommunications connection between the User and ALLPLAN. Furthermore, ALLPLAN shall not owe any support in the Customer’s operation of the Platforms and Applications.

2.5. When registering for the Platforms, the User is requested to provide truthful and complete information about themselves as specified in the respective registration form and to update such information where required. If false information is provided, ALLPLAN reserves the right to exclude the User in whole or in part from using the Platforms and Applications.

### 3. User group, use and data backup

3.1. The **ALLPLAN Connect Platform** is aimed at users of the Allplan software, customers of ALLPLAN and other interested parties. The user group shall not be subject to any restrictions. The User may use the ALLPLAN Connect Platform and the relevant Applications for professional and private purposes, provided that they comply with the legal provisions applicable to the type of use and do not misuse the Platform and Applications for illegal purposes.

3.2. The **ALLPLAN Campus Platform** is aimed at students and teaching staff in the fields of architecture and civil engineering or related courses of study and training. A prerequisite for the use of this Platform and its

Applications is that Users provide suitable evidence that they belong to the aforementioned group of persons. Commercial or freelance use of the Platform and its Applications by the User or by third parties shall not be permitted. The User shall not be permitted to copy any content and/or make it available for use by third parties who do not belong to the aforementioned group of persons, thereby enabling them to make commercial use of such content. Non-compliance regularly results in the withdrawal of the usage permit and will be met with legal prosecution.

3.3. Unless it has been expressly authorised in writing by ALLPLAN to do so, the User shall not be entitled to use the Platforms and Applications beyond the use permitted in accordance with these Terms of Use or to have them used by third parties or to make them accessible to third parties. In particular, the User shall not be permitted to reproduce or sell Platforms or Applications or parts thereof or make them available to third parties for a limited or unlimited period of time, especially not to rent or lend them either commercially or free of charge.

3.4. Statutory (especially copyright) regulations shall apply to the use of the Applications offered on the Platforms by the User in addition to these Terms of Use. The User agrees not to violate in any way the Terms of Use and/or legal rights of third parties and/or ALLPLAN. Non-compliance by the User regularly results in the revocation of the usage rights; ALLPLAN reserves the right to pursue civil and criminal prosecution of violations of law.

3.5. User activities aimed at modifying and/or rendering inoperable Applications on the Platforms or at preventing, hindering, or delaying their use shall not be permitted and may result in ALLPLAN initiating criminal and civil proceedings. In particular, Users shall not be permitted to install files with executable programs or scripts (e.g., cgi, perl, php formats), distribute or install so-called junk or spam mails, viruses, worms or Trojan horses, etc., carry out e-mail bombing or denial-of-service attacks or distribute copyrighted works (e.g., software, mp3 files, audio formats, image formats) without authorisation.

3.6. The User shall be obliged to compensate ALLPLAN for any and all losses resulting from a breach of the aforementioned obligations or from the violation of ALLPLAN's rights or the rights of third parties; this shall also include indirect and financial losses. The User shall indemnify ALLPLAN from and against any and all claims of third parties resulting from such a violation.

#### **4. Responsibility for Applications**

4.1. ALLPLAN makes every effort to ensure that the Applications published on the Platforms are correct, complete and up-to-date. Nevertheless, ALLPLAN cannot assume any guarantee or liability for the completeness and correctness of the Applications posted by Users. Furthermore, ALLPLAN cannot guarantee that the quality of the Applications provided is suitable for the purpose intended by the User.

4.2. A distinction shall be made between the Applications provided by ALLPLAN for use and the links to content made available by other providers; content accessed through such link shall therefore constitute "third-party content". ALLPLAN shall not accept any responsibility for such external content and its use shall only be prevented if this is technically feasible and reasonable for ALLPLAN. Links are always "living" (dynamic) references. ALLPLAN has checked the external content at the time of the initial linking to see whether it could entail any possible civil or criminal liability. However, ALLPLAN will not be able to constantly check the content to which the link refers for changes that could give rise to new liability. Only if ALLPLAN determines or is informed by others that a specific linked offer causes a civil or criminal liability shall ALLPLAN remove the link to this offer where this is technically feasible and reasonable for ALLPLAN.

4.3. Users have the option to post their own content and forum posts on the Platforms. It shall not be permitted to publish content of the following kinds: insults, untrue assertions or allegations, abusive criticism, calls for boycotts of any kind, account numbers, private addresses and telephone numbers, links to pages with illegal or legally questionable content as well as commercial advertising. Such posts shall be removed by ALLPLAN without further enquiries and the User shall be excluded from further Platform use.

#### **5. Blocking and deletion of content**

5.1. ALLPLAN shall be entitled to block the User's access to the Platforms and Applications without further notice and justification if these Terms of Use are breached or if there is a well-founded suspicion of a breach. Posts that violate applicable law, moral values and common decency or the rights of third parties, have lewd,

immoral, or offensive content shall be deleted without comment and the User may be blocked from using the Platforms or deleted completely. Should a User violate these Terms of Use, its user account and the links set by it shall be deleted completely and without giving reasons even after activation.

5.2. ALLPLAN expressly reserves the right to delete content on the Platforms and forum posts entirely without giving any reason. There shall not be any claim to the retention of platform content and forum posts. However, user posts in the forum will generally only be deleted if clause 4.3 has been violated and/or if they could result in liability on the part of ALLPLAN. There shall not be any claim to deletion of the forum posts. If the content of a post allows a clear personal reference to the author, however, the deletion or anonymisation of the respective post may be requested. Older posts shall remain as anonymous posts even after the relevant user account was deleted.

## **6. Data security, privacy and forum use**

6.1. The User may disclose personal information and data on the Platforms and Applications at their own risk. ALLPLAN shall not accept any liability for the loss or unauthorised use of such information and/or data by third parties.

6.2. Nevertheless, ALLPLAN makes every effort to ensure that the Applications made available within the Platforms are protected in accordance with the usual standards and the statutory provisions. ALLPLAN shall observe the statutory data protection regulations. User data shall be kept confidential. Data shall only be passed on to third parties if this is permitted by the data protection regulations or if the User has given their consent. ALLPLAN's privacy policy for these Platforms shall apply.

6.3. The platform software saves and stores files referred to as cookies on the User's computer, i.e. small pieces of information that make it possible to offer customer-specific and personalised services. The data stored there improve the usability of the Platforms and Applications, e.g. by displaying the new posts since the last visit or by storing the user name and password if the user so requests. Cookies remain stored on the hard drive until they are manually removed. However, the browser can be set up so that either no cookies are saved automatically, or cookies are only saved after a separate request. Should cookies not be saved and stored, this may lead to restrictions in the use of individual Applications.

6.4. Users have the possibility of sending messages to each other via the Platforms' Applications. The sender does not learn the recipient's address. In addition to the name and e-mail address, the anonymised IP address is also saved for each forum post. However, the e-mails and anonymised IP addresses can only be viewed by ALLPLAN employees. To investigate misuse, ALLPLAN reserves the right to monitor these messages, but only if and to the extent that there is a concrete suspicion of a serious breach of these Terms of Use or of statutory provisions.

## **7. Disclaimer**

7.1. The User shall use the Platforms and Applications at their own risk. ALLPLAN shall not accept any guarantee for the accuracy and completeness of the content posted by the User on the platform pages or posted by third parties. ALLPLAN shall not assume any guarantee that the Applications provided are suitable for the User's purpose. The User shall be responsible for the use of the Applications provided.

7.2. Moreover, ALLPLAN cannot guarantee the constant availability of the Platforms and Applications and, subject to clause 7.5 below, shall not accept any liability for server failures or other events that limit the availability of the Platforms and Applications in whole or in part, temporarily or completely.

7.3. ALLPLAN hereby expressly distances itself from the content of all websites linked to its Platforms and Applications. The operator of the respective page alone shall be responsible for its content. ALLPLAN shall not assume any responsibility for such content. This declaration shall apply to any links in the Platforms and Applications and to the links that Users post in the forums. Many posts in these forums contain opinion pieces as well as further references. ALLPLAN expressly does not adopt the content of third-party posts as its own, unless a specific reaction to the individual post indicates otherwise. Subject to clause 7.5 below, the provider of the linked website and/or the user who publishes posts on a Platform or Application alone shall be liable for illegal, incorrect, or incomplete content and for losses arising from the use or non-use of such content.

7.4. Subject to clause 7.5 below, liability for any loss of data by the User shall be excluded. It is recommended that the User autonomously create sufficient backups of their data.

7.5. ALLPLAN shall be liable, regardless of the legal grounds, exclusively according to the following provisions:

(i) 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.

(ii) Unless clause 7.5 (i) 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. In all other cases, ALLPLAN shall not be liable for slight negligence.

(iii) Claims under this clause 7.5 shall become statute-barred after 12 months, subject to the proviso that the statutory limitation period shall apply to claims under clause 7.5 (i).

(iv) 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.

7.6. Unless one of the cases under clause 7.5 (i) applies, ALLPLAN shall not be liable vis-à-vis Authorised Users.

7.7. The User shall be obliged to immediately notify ALLPLAN in writing or by e-mail of any damage in terms of the above liability provisions so that ALLPLAN is informed as early as possible and may be able to limit or reduce the damage together with the User in good time. Notwithstanding the foregoing, the User shall also be obliged to take damage limitation measures.

## **8. Uploading content and posts**

8.1. Each User can post their own content, texts, images, graphics, etc. in the Applications for use by third-party users. By posting such content, the posting User shall warrant and guarantee that they are entitled to post such content for use by third-party users and that the posted content is free of third-party rights. The posting User shall indemnify ALLPLAN from and against any and all claims of third parties if the rights of the rights holder are violated due to the posting and provision of use to third parties.

8.2. By posting their own content in accordance with clause 8.1 above, the posting User grants ALLPLAN and other third-party users an irrevocable and transferable right of use, unrestricted in terms of space, time and content, for all known types of use of the respective content posted by them. The posting User agrees that the content posted by them may also be used commercially by third parties for their own professional purposes – especially for marketing purposes – and may therefore be edited, reproduced and published by them.

8.3. The property rights and copyrights to posted content shall remain with the posting User. ALLPLAN cannot guarantee that the rights of the posting User will be respected by third-party users. Content shall thus always be posted at the posting User's risk. The risk of legal action in the event of infringement of property rights shall be borne by the posting User.

8.4. The posting of illegal, racist, pornographic, discriminatory, defamatory and other content that offends common decency as well as calls for boycotts, political appeals and commercial chargeable offers in the Platforms shall not be permitted. Non-compliance with this restriction regularly results in the deletion of the posted content, the blocking of the posting User and may also result in civil and criminal prosecution in individual cases.

## **9. Downloading content and posts**

9.1. Each User can download content, texts, images, graphics, etc. published and released for free use on the Platforms by ALLPLAN and other Users for their own use for all known types of use. Downloading content does not give the User any property right to the downloaded content; the property right and copyright shall remain with the rights holder. ALLPLAN shall not assume any guarantee for the quality of the content posted

by third parties; it shall especially not guarantee that the downloaded content is suitable for its intended use. Content posted on the Platforms shall always be used at the risk of the User who downloads it for their own use. The User shall be required to check the downloaded content using the latest antivirus software. Liability for damage to the User's IT system caused by the download shall be excluded.

9.2. The User undertakes not to use the downloaded content for illegal purposes; they shall especially respect the copyrights and property rights as well as the personal rights of third parties. Any use of brands names, logos, trademarks and the like without the right holder's consent shall not be permitted. The User may use content downloaded from the ALLPLAN Connect Platform for their own professional purposes and may edit and reproduce it. When using such content, the User shall be obliged to state the source of this content. Third-party copyright notices may not be removed.

9.3. Content downloaded from the ALLPLAN Campus Portal Platform may not be used for commercial purposes, especially not by students within the context of any self-employed or employed activity. This shall particularly apply to the use of the Allplan student version. If content – especially of the Allplan student version – is used for commercial purposes, ALLPLAN shall be entitled to revoke the right of use.

9.4. Any unlawful use of content posted on the Platforms will result in the User being blocked by ALLPLAN and may lead to civil and criminal prosecution by the respective rights holder. This shall particularly apply to the commercial use of the Allplan student version.

## **10. Copyright of ALLPLAN**

The layout and design elements of the Platforms and Applications, the graphics and images used, and the texts of the Platforms and Applications are protected by copyright. Any reproduction of the texts, images and graphics provided on these pages as well as texts in other electronic or printed publications, apart from use for personal or teaching purposes, shall be subject to the express written permission of ALLPLAN or the author. The author's copyright shall remain unaffected. The right of use is held by the publisher and shall not be passed on to third parties without written permission.

## **11. Discontinuation or modification of services**

11.1. ALLPLAN shall not be obliged to provide the Platforms and the Applications (unless contractually agreed otherwise).

11.2. The Platforms and Applications are constantly evolving and may therefore change from time to time – for example, individual functions or features may be added or removed. ALLPLAN therefore reserves the right to redesign the Platforms and Applications at any time. ALLPLAN may also temporarily or permanently discontinue Platforms and Applications without replacement, e.g., for technical or legal reasons. Where possible, especially if a Platform or Application is permanently discontinued for economic reasons, ALLPLAN shall inform the User of the impending discontinuation and, in the case of an Application that allows the management of personal content, shall give the User sufficient time to save such content, taking the respective interests into account. Compensation or other claims of the User against ALLPLAN because of the temporary or permanent discontinuation of the operation of a Platform or individual Applications shall be excluded.

## **12. Modification of the Terms of Use**

ALLPLAN reserves the right to modify these Terms of Use with effect for the future. ALLPLAN shall notify the Customer of any changes and make the modified terms available to the Customer. By using or continuing to use the Platforms and Applications after a modification, the Customer declares its agreement with the modification and their acceptance of the modified Terms of Use.

## **13. Final provisions**

13.1. These Terms of Use conclusively govern the use of the Platforms and Applications. No implicit, oral or written collateral agreements have been made. Amendments or supplements to these Terms of Use shall be made in writing. This shall also apply to any amendment or waiver of this written form requirement clause.

13.2. Should any provision of these Terms of Use 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.

13.3. These Terms of Use 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.

13.4. 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.

13.5. 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.