General terms and conditions and general conditions of licence of ALLPLAN Software Engineering GmbH

1. General

1.1 These general terms and conditions and conditions of licence shall apply to all present and future contracts about software deliveries and other services concluded with Allplan Software Engineering GmbH (hereinafter referred to as "ALLPLAN").

1.2 Different, conflicting, or additional general terms and conditions and conditions of licence of the customer shall not become part of the contract, unless ALLPLAN expressly agrees to them.

2. Obligations of ALLPLAN

2.1 Unless ALLPLAN expressly undertakes to carry out other services in contracts about software deliveries, ALLPLAN's contractual obligations shall be limited to the software delivery.

2.2 In case of software purchase, ALLPLAN's obligations to perform the contract shall in case of doubt be limited to the provision of the program on suitable data carriers for transfer to the computer, the delivery of the user documentation as well as the granting of a non-exclusive right to use. ALLPLAN shall only be obliged to deliver updates of the software (changes, extensions, and improvements) if a Software-Service ("Serviceplus") contract is concluded.

3. Prices and terms of payment

Unless otherwise agreed, all prices of ALLPLAN shall be plus forwarding expenses and plus the statutory value-added-tax.

4. Set-off/Right of retention

4.1 The customer shall only be entitled to set off their own counterclaims against receivables of ALLPLAN if ALLPLAN does not dispute the respective counterclaims of the customer or the existence of the counterclaims was determined in a legally effective way.

4.2 The customer may only exercise a right of retention if their counterclaims are based on the same contractual relationship.

5. Retention of title

The ownership of the goods delivered including software shall be passed to the customer not until complete payment of the purchase price. Before complete payment, licenses are issued for a limited period of time.

6. Conditions of licence

6.1 ALLPLAN shall grant to the customer the simple, non-exclusive, and indefinite right to use the software being subject matter of the contract in the object code in accordance with the following conditions. A granting of rights beyond the following conditions shall not relate to the granting of the software. ALLPLAN shall especially reserve all distribution, exhibition, presentation, performance, and publication rights to the software.

6.2 As far as a single-user application is agreed, the customer shall only be entitled to use the software on a single computer (single-user application).

6.3 As far as a multi-user application (licence server) is agreed, the customer shall be entitled to use the software on more than one computer; the maximum number of computers (users) simultaneously using the software as agreed in the contract shall be adhered to. The customer shall not be entitled to delivery of dongles or licence files for individual computers (users) for the purpose of utilisation of single-user applications. The resale/exchange of individual licences separated from the licence server shall not be admissible.

6.4 The customer may copy the software only as far as this is necessary for the use of the software and for security. This shall also apply for the copying of parts of the software and for the copying of the manual in whole or in part.

6.5 The backtranslation of the program codes into other code forms (decompilation) as well as other sorts of reverse engineering of the software shall not be admissible.

6.6 The customer shall not be authorised to lease the software and the manual for pecuniary reward.

6.7 The customer shall not be entitled to remove or change any copyright notes, serial numbers as well as other features for identification purposes of the software.

6.8 The software is protected against unauthorised use by means of a dongle or otherwise. In case of damage, theft or other loss of the dongle, the customer cannot demand replacement delivery from ALLPLAN. The dongle must be protected from environmental factors such as extreme temperatures, liquids, dust, chemicals etc.

7. Claims based on defects

7.1 The customer shall be obliged to inspect the delivered or installed software immediately and to make a complaint about possible defects immediately. In case of violation of these obligations, the software shall be deemed as approved in consideration of apparent defects.

7.2 If the software delivered by ALLPLAN or any other service of ALLPLAN turns out to be defective, ALLPLAN shall be given the opportunity, more than once if the case may be, to repair the defect free of charge or to perform a replacement delivery.

7.3 If ALLPLAN rejects the supplementary performance or if the supplementary performance fails definitely, the customer may, at their option, demand the reduction of the purchase price or withdraw from the contract if the defect is significant.

7.4 The limitation period for claims based on defects with respect to the software or any other services of ALLPLAN shall be 12 months as of delivery or after the installation if ALLPLAN owes the installation as well. This shall not apply for defects ALLPLAN has fraudulently concealed.

8. Liability

ALLPLAN shall exclude liability for slightly ALLPLAN intelligent breach of duties as far as it does not concern obligations essential for the contract, damages from violation of life, body or health or guarantees and claims in accordance with the Product Liability Act are not affected. Same shall apply for violations of duties of ALLPLAN's vicarious agents.

9. Place of performance, transfer of risk

9.1 Place of performance for all obligations based on contracts between ALLPLAN and the customers shall be Salzburg in Austria.

9.2 The risk shall pass to the customer as soon as ALLPLAN handed over the goods to be delivered to the person/company performing the transport or provided the software download.

10. Miscellaneous

10.1 If the customer is a merchant, Salzburg shall be place of jurisdiction for all disputes based on or in connection with contracts between ALLPLAN and the customer. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Austria; however, ALLPLAN shall also be entitled to take legal action at the customer's domicile.

10.2 Austrian right shall be exclusively applied to contracts between ALLPLAN and their customers. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

10.3 Should individual provisions of these general terms and conditions and general conditions of licence be invalid, this shall no affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions which come closest to what the contractual parties would have wanted if they had considered the respective point. Same shall apply for loopholes of the general terms and conditions and general conditions of licence.

General Subscription Terms and Conditions of ALLPLAN Software Engineering GmbH

1. Scope of application and conditions

1.1 These Subscription Terms and Conditions apply to all software subscription contracts ("Subscription Contract") concluded between ALLPLAN Software Engineering GmbH ("ALLPLAN") and the customer ("Customer"). The respective Subscription Agreement is concluded as (i) Subscription Agreement "General", (ii) Subscription Agreement "Internship" or (iii) Subscription Agreement "Start-up / Apprenticeship" and includes the provision of the contractual software ("Software") to the Customer by download via the Internet. Unless otherwise provided below, these Terms and Conditions shall apply to all aforementioned Subscription Agreements.

1.2 For Serviceplus services, ALLPLAN's Serviceplus Terms and Conditions shall apply in addition to these Terms and Conditions. In the event of a conflict, these Terms and Conditions shall prevail over the Serviceplus Terms and Conditions.

1.3 Deviating, conflicting, or supplementary 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 consent requirement also applies if ALLPLAN provides the services without reservation in the knowledge of the customer's GTC.

2. Prices and terms of payment

2.1 The Customer undertakes to pay the usage fee specified in the Subscription Agreement. The usage fee will be invoiced in advance for the agreed term of the contract and is due - unless otherwise agreed - within 30 days of the invoice date if a SEPA direct debit mandate has been issued, otherwise within 21 days of the invoice date.

2.2 ALLPLAN may increase the usage fee pursuant to Section 2.1 above by giving three (3) months' written notice once per calendar year to an appropriate and reasonable extent, but by no more than 3%. The increase shall become ef-

fective upon invoicing at the beginning of a billing period or on the date specified in the notice.

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

2.4 If the customer is in default of payment, ALLPLAN is entitled to claim default interest as damage caused by default. ALLPLAN expressly reserves the right to claim further damages. Furthermore, ALLPLAN is entitled to temporarily suspend the contractual services until full payment of the usage fee in case of default of the customer with a not only insignificant part of the usage fee.

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 Agreement shall come into effect upon confirmation of the order or execution of the contractual service by ALLPLAN (provision of the Software). However, the calculation of the 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 the Subscription Contract ("Internship", "Start-up" / "Apprenticeship" or "General") is determined in accordance with the contract concluded with the customer.

3.3 The Subscription Agreement "General" shall be automatically renewed for the original term of the Agreement unless it is terminated in due time in accordance with the notice period agreed in the Subscription Agreement. The Subscription Agreements "Internship" and "Start-up" / "Apprenticeship" shall end automatically upon expiration of the original term.

3.4 The Subscription Agreement may be terminated by either party without notice for good cause. In particular, ALLPLAN may terminate the Subscription Agreement without notice if the customer uses the Software contrary to the terms of the agreement and does not cease such use despite a warning from ALLPLAN. ALLPLAN is entitled to terminate the contract without notice for good cause in particular if the customer is partially or completely in default of payment of the usage fee despite two reminders.

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 is obliged to delete according to clause 11 and ALLPLAN may claim damages from the customer for non-performance of the contract for the remaining contractual term.

3.6 Upon termination of the Subscription Agreement, the corresponding Serviceplus Agreement shall also terminate and all Serviceplus services shall cease.

4. Obligations of the customer

4.1 The Customer itself shall be responsible for sufficient data backup to prevent possible data loss. He must ensure that his project data created with the software is regularly backed up and archived on external data carriers in order to prevent any possible loss of data.

4.2 To the extent necessary for ALLPLAN to perform its services under the Subscription Agreement, 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 in writing to ALLPLAN a responsible person who has all decision-making powers, access rights to the computer system and powers of attorney required for the purposes of performing the contract.

4.3 Unless otherwise agreed in writing, the installation of software is the responsibility of the customer.

4.4 The customer shall protect the software against unauthorized access by third parties by taking appropriate precautions, in particular by using up-to-date anti-virus software.

4.5 ALLPLAN fulfils its information obligations regarding the software by publications on the service portal ALLPLAN Connect. Necessary publications on the software or on defects that have become known, and their effects shall be made 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 services

Services provided by ALLPLAN that are not expressly mentioned in these Subscription Terms and Conditions are voluntary services provided by ALLPLAN, to which no legal claim exists 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. License conditions, network use, decompiling

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

6.2 Unless otherwise agreed, ALLPLAN grants the customer a simple, non-transferable license, limited to the term of the contract, to use the software that is the subject of the contract in accordance with the terms of the Subscrip-

tion Agreement and the associated documentation or user manual (single-user license in accordance with Section 6.3).

6.3 Unless otherwise agreed in writing, the Customer shall be entitled to install the Software on different computers. At the same time, however, use is only permitted on a single computer, i.e. on one screen workstation at one location (single user license). If the customer no longer uses a computer, not only temporarily, the customer must delete the software completely from the mass storage of this computer. Use of the software within a network, another multi-station computer system or by remote data transmission between several computers is only permitted if this does not create the possibility of simultaneous multiple use of individual single-user licenses or if the customer has acquired corresponding licenses within the scope of the Subscription Agreement.

6.4 Insofar as 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 observed. Use of the software within a network, another multi-station computer system or via remote data transmission is permitted if the contractually agreed maximum number of simultaneously used seats (users) is not exceeded.

6.5 The Customer may only copy the Software to the extent that such copying is necessary for the contractual use of the Software. Necessary duplications include the installation of the software as well as 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 create a backup copy of the software.

6.6 The retranslation of the program code into other code forms (decompiling) as well as other types of reverse engineering of the various manufacturing stages of the software shall only be permitted within the scope of Section 69 e of the Copyright Act.

6.7 The Customer shall not be permitted to rent or lease the Software, including the User Manual, or otherwise make it available to third parties on a temporary basis during the term of the Subscription Agreement. In particular, subletting, making the software available to third parties by way of application service providing (ASP) or in the context of cloud computing applications is prohibited.

6.8 The Customer shall not be entitled to remove or modify copyright notices, serial numbers or other features of the Software serving identification purposes.

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 which are based on modifications to 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 under this contract is impaired by third party intellectual property rights, ALLPLAN shall have the right, to an extent reasonable for the customer, to acquire licenses and/or to modify the software or to replace it in whole or in part, at its own discretion and expense. If this fails, the customer has the right to reduce the 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 any defects, the customer shall notify ALLPLAN thereof in writing without delay. ALLPLAN is entitled, at its discretion, to remedy the defect free of charge or to replace the defective software or documentation, also by providing a newer software or other service. In the case of defective software, subsequent performance may also be affected 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 the defect by providing sufficient information on how to eliminate the defect. The error evaluation shall take 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 shall be excluded if the error is not reproducible or cannot be shown based on machine-generated output.

8.3 If the errors that occur are due to circumstances from the sphere of the customer for which the customer is responsible, the liability for defects shall not apply. This shall apply, 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, terms 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 defect in the software or other service. The Customer shall also only have a right of termination due to non-granting of use under the conditions of this subclause.

8.5 With the exception of claims for damages, warranty claims based on material defects shall become statute-barred after two years or after one year if no consumer is involved in the transaction. The limitation period shall commence at the time when the software is made available for download and the customer can access it. This does not apply to fraudulently 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 Section 9.

9. Liability

ALLPLAN is liable, regardless of the legal grounds, exclusively according to the following provisions:

9.1 ALLPLAN shall be liable without limitation
      - in case of intent or gross negligence,
      - in the event of damage to life, limb, or health,
      - in accordance with the provisions of the Product Liability Act and
      - in the event of the assumption of a guarantee.

9.2 Unless a case of clause 9.1 exists, ALLPLAN shall only be liable for slight negligence if ALLPLAN violates a contractual obligation, the fulfilment of which makes the proper execution of the contract possible in the first place, the violation of which endangers the achievement of the purpose of the contract and on the compliance with which the customer may regularly rely (cardinal obligations). In these cases, liability is limited to the amount of the foreseeable damage typical for the contract, but not more than 200% of the contractual remuneration, up to a maximum of EUR 50,000.00 per year. Otherwise, ALLPLAN's liability for simple negligence is excluded.

9.3 Claims under this clause are subject to a limitation period of 12 months, with the proviso that the statutory limitation period applies to claims under clause 9.1.

9.4 ALLPLAN's strict liability for defects already existing at the time of conclusion of the contract is expressly excluded. This does not apply in cases of fraudulent intent.

9.5 Contributory negligence and data backup. If damage is due both to fault on the part of ALLPLAN and to fault on the part of the customer, the customer must allow his contributory negligence to be considered. In particular, the customer is responsible for regularly backing up his data. In the event of a loss of data for which ALLPLAN is responsible, ALLPLAN shall therefore be liable exclusively for the costs of copying the data from 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 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 if a case of force majeure exists, the parties shall be temporarily released from their performance obligations.

10.2 Force majeure shall be an external event caused by elementary forces of nature or by actions of third parties, which is unforeseeable according to human insight and experience, which cannot be prevented or rendered harmless by economically acceptable means even by the utmost care reasonably to be expected in the circumstances and which is also not to be accepted due to its frequency. This includes, in particular, strikes, lockouts, official orders, the failure of communication networks and gateways, disruptions in the area of the respective service provider as well as disruptions that lie in the area of risk of other network providers.

10.3 The Parties may terminate this Agreement if the force majeure event lasts longer than ten days and an amicable adjustment of the Agreement cannot be reached.

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

After the end of the contract period, the customer is obligated to immediately cease using the software and to completely and permanently delete it as well as all installed program copies and any stored user manuals and other documents from all of its servers. The same applies to any backup copies made by the customer. At ALLPLAN's request, the customer shall immediately provide written assurance of complete fulfilment of its obligations under this Section 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 the customer's personal data while providing the service, the parties shall conclude a corresponding order processing agreement before the start of the processing and attach it to the Subscription Agreement. In this case, ALLPLAN will process the relevant personal data solely in accordance with its provisions and in accordance with the customer's instructions.

13. Changes to these Terms of Use

ALLPLAN reserves the right to change these General Subscription Conditions with effect for the future. ALLPLAN will notify the customer of any changes and make the amended conditions available to him. By using or continuing to use the software after an amendment, the customer declares his agreement with the amendments and acceptance of the amended conditions.

14. Miscellaneous

14.1 In the event that the export of the Software is 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 this contract must be made in writing. This shall also apply to any amendment or waiver of this written form clause.

14.3 The customer may assign or transfer this contract or its rights or obligations arising from this contract to third parties only with the prior written consent of ALLPLAN. ALLPLAN shall not unreasonably withhold such consent.

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

14.5 If any provision of the Subscription Agreement or these General Subscription Terms and Conditions is partially or completely invalid or unenforceable or contains a loophole, all other provisions shall remain unaffected. In this case, the invalid clause shall be replaced by a valid and enforceable provision that comes as close as possible to the economic and legal purpose of the invalid clause. The same shall apply to the closing of a contractual loophole.

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

14.7 The exclusive place of jurisdiction is the head office of ALLPLAN, insofar as the customer is an entrepreneur. However, ALLPLAN is also 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 settlement of disputes. The platform serves as a contact point for the out-of-court settlement of disputes concerning contractual obligations arising from online purchase contracts. More information is available at the following link: http://ec.europa.eu/consumers/odr. ALLPLAN is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

General Software Service ("Serviceplus") conditions of Allplan Software Engineering GmbH

1. Scope of application and conditions

As far as a software service contract ("Serviceplus") is concluded between ALLPLAN and the customer, the following provisions shall apply:

2. Scope of services "Serviceplus"

2.1 New versions (upgrades; updates): ALLPLAN shall regularly further develop the software and shall be obliged to share the developments with the contractual partner (customer). This can be done by the provision of upgrades (upgrading of the software's content) and updates (quality improvements and further developments of the software). ALLPLAN shall send these new versions to the customer or provide it for download at their own discretion. It shall be at ALLPLAN's discretion in which time intervals new versions of the software are provided. It shall also be at ALLPLAN's discretion whether functionalities and modules of the software are maintained, changed, modified, reduced or extended.

2.2 Assistance (support; hotline): ALLPLAN shall be obliged to assist the customer in case of questions about the application of the software by phone via the hotline as well as by e-mail and by fax. General explanations about the func-

tionalities of the software or the training of individual program sequences shall not be part of the services owed. Furthermore, ALLPLAN shall not be obliged to perform administration of the computer system (hardware) of the customer or to assist the customer with the conversion of old data versions into new data versions or to assist the customer with the conversion of data with foreign formats in formats compatible with the software. Moreover, ALLPLAN's assistance shall be limited to the respectively latest version of the software. After development and provision of a new version in accordance with item 2.1. above, assistance shall be performed for the older version for a transition period of six months.

ALLPLAN hotline service hours: Monday – Thursday 08:00-12:00 and 13:00-16:00 CET, Friday 08:00-12:00 CET. ALLPLAN hotline is not available on public holidays when taking place on the same day in both Austria and Germany.

3. Customer's obligation to co-operate:

The customer shall make appropriate arrangements for data backup. Prior to the installation of newer versions, the customer shall save existent data – especially data created by the customer with the software (e.g. project data) – on external data carriers.

In case that one party is processing personal data on behalf of the other party, a data processing agreement pursuant to Art 28 GDPR shall be concluded as integral part of the contract.

4. Remuneration

The customer shall be obliged to pay an all-inclusive monthly fee in the amount of the sum named in the "Serviceplus" contract for the "Serviceplus" services. The Serviceplus fee is due in each case in the preceding month before the start of the contract, depending on the selected payment interval and the agreed payment conditions.

5. Indexation Clause

Stable value of the Serviceplus fee is explicitly agreed upon. The Serviceplus fee will be adjusted at the end of every calendar year for the next year. The standard rate wage index of the professional association for business consulting and information technology 2006 (Tariflohnindex des Fachverbandes für Unternehmensberatung und Informationstechnologie 2006) or a superseding index serves as measurement for the adjustment of the Serviceplus fee. The Serviceplus fee will be adjusted on 1 December of each calendar year by the percentage that equals the ratio between the index number of July of the actual calendar year and the index number of July of the last calendar year. For the adjustment on 1 December 2022 for example, the relevant ratio is between the index number of July 2021 and the index number of July 2022.

6. Term of the contract

6.1 Unless otherwise agreed, the "Serviceplus" contract shall commence on the first day of the calendar month following the conclusion of the "Serviceplus" contract.

6.2 The "Serviceplus" contract shall be in force for a term of at least 36 months and shall be automatically extended by respectively one further year if it is not duly terminated with a 3 months' notice to the end of the term.

6.3 The "Serviceplus" contract can be terminated by ALLPLAN for good reason without adherence to a period of notice. ALLPLAN shall be entitled to termination without notice for good reason especially if the customer is in default with the payment of the "Serviceplus" fee in whole or in part despite two reminders.

6.4 Every termination shall be made in writing.

In all other cases, the general terms and conditions and the conditions of licence of ALLPLAN shall apply to the "Serviceplus" contract in addition.

Privacy Notice

ALLPLAN complies with the applicable provisions on protection, processing and confidentiality of personal data as well as data security. The collection, processing and use of all data takes place in accordance with applicable legal provisions, in particular the General Data Protection Regulation ("GDPR") and the Austrian Data Protection Act ("DPA").

ALLPLAN safeguards that personal data which customers have provided us with [name, address, e-mail address, bank details] proactively – e.g. within the scope of contracts about software deliveries and other services – are stored and processed by ALLPLAN only within the scope of contract fulfilment as well as the subsequent establishment of contact. Without this data, we cannot conclude the contract with you. Data transfers to third parties do not occur, with the exception of the transfer of credit card details to the processing bank institutes / payment service providers as well as to our tax consultant for the fulfilment of

our legal fiscal obligations. ALLPLAN takes appropriate technical and organisational security measures pursuant to Art 32 GDPR to protect your personal data against accidental and unintentional or unlawful and intentional alteration, loss or destruction and against unlawful disclosure or unlawful access. Moreover, ALLPLAN and their employees are obliged to comply with data secrecy pursuant to Sec 6 DPA.

In the event of conclusion of a contract, all data from the contract relationship is stored until the expiry of the legal fiscal retention period (7 years).

Generally, you have the right of access, to rectification, erasure, data portability, withdrawal and objection. If you think that the processing of your data is violating data protection law, or if your rights have been violated otherwise, you can lodge a complaint with the supervisory authority. In Austria, the relevant supervisory authority is the Österreichische Datenschutzbehörde (Wickenburggasse 8-10, 1080 Vienna, E-Mail: dsb@dsb.gv.at).

In all other respects, the data protection notices in connection with the use of ALLPLAN products or services apply.

_____

Date   Customer's stamp & signature