

SCIA Terms of Use and End User License Agreement

Updated in October 2024

The contract concluded under these Terms of Use (“**Terms of Use**”) is a legally valid contract between you as the User (“**User**”) and SCIA NV (“**Contract**”) or, if specified in the Order, a company affiliated with SCIA NV or ALLPLAN GmbH (“**Licensor**”). The Orders or offers from SCIA form an integral part of the Contract (“**Order**”).

The Contract between User and Licensor is concluded by accepting these Terms of Use during the registration process and/or by downloading, installing, reproducing or otherwise using the Software provided by Licensor.

It governs the use of the Software, the associated media and internet-based services by the User. Licensor under these Terms of Use is ALLPLAN GmbH if a product is licensed under the brand Allplan, FRILO or DC-Software. Licensor under these Terms of Use is SCIA NV if a product is licensed under the brand SCIA.

The use of the Software without the conclusion of a Contract under these Terms of Use constitutes a copyright infringement.

1 General

- 1.1 SCIA NV, ALLPLAN GmbH (“**ALLPLAN**”) or, if specified in the Order, a company affiliated with SCIA NV or ALLPLAN (“**SCIA**” or “**Licensor**”) provides the agreed Software and the associated digital User manual (together “**Software**”) to the Customer subject to the following Terms of Use. The term Customer also includes the User within the meaning of the preliminary remarks to these Terms of Use (User and Customer together “**Customer**”).
- 1.2 Licensor 's Order and these Terms of Use are not addressed to consumers, but exclusively to companies.
- 1.3 Unless otherwise stated in the Order itself, all Orders are valid for thirty (30) days. Every quote from SCIA that is not part of a written Order is only binding to SCIA if expressly accepted in writing by SCIA.
- 1.4 In case of cancellation of an Order by the Customer, the Customer is obliged to pay SCIA a fixed compensation of 50% of the full amount of the Order, without prejudice to any other rights and remedies of SCIA under the Contract or by law.
- 1.5 These Terms of Use apply from the release of the following Software onwards: Allplan Version 2025, FRILO and DC-Software 2025 and SCIA Engineer Version 25 (release in November 2024 at the latest).
- 1.6 Deviating, conflicting or supplementary general terms and conditions of the Customer shall only become part of the Contract if and insofar as Licensor has expressly agreed to their validity in writing. This requirement of consent also applies if Licensor provides the services without reservation in the knowledge of the Customer's general terms and conditions.
- 1.7 If a User accesses the Software on behalf of a company, other natural person or legal entity, the User agrees to these Terms of Use on behalf of that company, legal entity or other natural person, and the User warrants that it is authorized to act on behalf of that company, legal entity or other natural person and to bind that company, legal entity or other natural person to this license agreement.
- 1.8 In Order to use Software and Services, it is necessary to create a User Account.

2 Amendments to these Terms of Use

Licensor reserves the right to amend these Terms of Use 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, considering the interests of the Customer. An urgent reason exists, if the Services have to be adapted for technical reasons. Licensor will inform the Customer of any amendments and make the amended terms and conditions available to

the Customer within a reasonable period of time before the amendments take effect. The Customer is entitled to terminate the Contract under these Terms of Use before the amendments take effect. By using or continuing to use the Software after an amendment, the Customer declares its consent to the amendments and acceptance of the amended Terms of Use.

3 Delivery

- 3.1** Unless otherwise agreed, delivery occurs by making the Software available to the Customer as a download via the internet, with online activation, and/or by performance of the Services, and the report from SCIA that the Software was delivered and/or the Services performed. The Licensor will not release any source codes to the Customer.
- 3.2** The Licensor is entitled to make partial deliveries if this is reasonable for the Customer.
- 3.3** The risk of accidental destruction, loss or alteration of the Software is transferred to the Customer during the download, when the Software is transferred from the Licensor's network to the public communications network.
- 3.4** Unless otherwise agreed, the Licensor's contractual obligations are limited to the provision of the Software. In particular, Licensor is not obliged to provide set-up, installation, individual adaptation and/or parameterization, consulting, training or other services. The Customer may Order additional services such as training, installation and consultancy. All other services provided by SCIA will be delivered at the then-current rates of SCIA and under these Terms of Use.
- 3.5** The Software is not intended as a unique tool but as general support. To the maximum extent permitted by applicable laws and unless otherwise agreed upon in these Terms of Use, SCIA does not make any warranty of any kind, express or implied, and does not guarantee that the Software is fit or suitable for a particular purpose, uninterrupted or free from errors nor that it infringes third-party rights or is free of security breaches. The Customer shall always verify the results achieved by the Software through other means and shall be responsible for their correctness.

4 License Terms

4.1 General License Terms

(a) Licensing and Use of the Software

- (i) The Licensor licenses the Software under various license models. The applicable license model, the term of the license and the amount of the fee are determined at the purchase of the Software. These Terms of Use govern the rights and obligations of the Customer in relation to the respective license model.
- (ii) The Software provided is a trade secret of the Licensor. Furthermore, the Software is protected by the relevant copyright laws. Modification of the Software is only permitted insofar as this is necessary for the rectification of defects. However, this is subject to the condition that Licensor (a) is in default with the rectification of the defect, (b) refuses to rectify the defect or (c) is unable to rectify the defect. The right to decompile in accordance with Article XI.300 of the Belgian Code of Economic Law (BCEL) remains unaffected.

- (iii) After expiry of the license term, except for a Perpetual License, the Customer is obliged to cease using the Software and to delete it completely. Backup copies must also be deleted. At Licensor's request, the Customer must provide written confirmation.
- (iv) For products under the brand SCIA, license management is carried out via SCIA Customer Portal. For products under the brand Allplan, license management is carried out via the ALLPLAN Connect Portal, where Customers can see for each license whether it is a Named User License or a Floating License.

(b) **Restrictions of Use**

- (i) The number of licenses used by the Customer may not exceed the number of licenses purchased by the Customer, regardless of the licensing infrastructure used by the Licensor.
- (ii) Licenses must be assigned 100% to an employee (this includes freelancers or other independent subcontractors) of the Customer who is employed in the country in which the licenses were purchased. Other persons can only be allowed access with the prior written consent of the Licensor.
- (iii) Each license is intended for use on one shift. In the case of multi-shift operation, a separate license is required for each shift.
- (iv) It is not allowed to share licenses by, for example, creating accounts on generic or shared email addresses.
- (v) Projects created with a free or unlawfully used license may not be used commercially. This also applies to Student Licenses and Licenses for Public Education Institutions.
- (vi) Except as otherwise expressly permitted in these Terms of Use or allowed in writing by SCIA, and unless authorized by a legal provision which Parties cannot derogate from, the Customer shall not: (i) attempt to modify, decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from, the Software; (ii) create derivative works based upon the Software; (iii) (try to) circumvent the protection measures and access control measures embedded within the Software; (iv) allow third parties to access to, or permit third parties to use or modify the Software, unless these third parties are subcontractors of the Customer and are acting in the course of this, and these subcontractors are bound by the same obligations as the Customer has agreed upon under these license terms. The Customer shall be fully liable for all actions and omissions of these subcontractors.

(c) **Updates and Materials**

- (i) Licensor reserves the right, at its own discretion, to provide Updates for the purpose of rectifying defects, insofar as these are necessary for the proper use of the Software, and Upgrades, e.g. changes, extensions and improvements to the Software. The Customer shall only be entitled to receive Updates and Upgrades if these Terms of Use or the applicable license model expressly provide for this.
- (ii) Each new version or update of the Software will replace the old version and be subject to all rights and obligations mentioned in these Terms of Use.
- (iii) General Updates are usually issued once a year.

- (iv) If Licensor provides the Customer with an update to ensure the agreed use of the Software or to rectify a defect, the Customer must install the update in Order to continue using the Software in accordance with these Terms of Use. Licensor is not responsible for defects and damage caused by the Customer's failure to install the update.
- (v) Licensor may, at its own discretion, provide the Customer with the materials, for example User manual, documentation and other accompanying materials such as videos and training materials, for the Software in electronic form, whereby Licensor retains all intellectual property rights to the materials.
- (vi) Versions and Upgrades of the Software that contain new functions are not included in the Maintenance and Support services set out under the Special Terms for the Maintenance Contract in Section 6 and need to be purchased separately.

(d) **Reproduction and Transfer of the Software**

- (i) The Customer may only reproduce the Software within the scope of the contractually intended use. This includes installing the Software and loading it into the random-access memory (RAM). Apart from this, the Customer is not authorized to make reproductions. This also applies to the reproduction of parts of the Software and to the - complete or partial - reproduction of the User manual. The Customer has the right to make a backup copy of the Software.
- (ii) It is not permitted to remove or change copyright notices, serial numbers or other identification features of the Software.
- (iii) The Software, including User manuals, may not be rented, leased, sublicensed or otherwise made available or transferred in whole or in part to third parties for a limited period of time. In particular, it is prohibited to sublet or transfer the Software to third parties by way of Application Service Providing (ASP) or in the context of cloud computing applications.

(e) **Lifecycle Policy**

- (i) The lifecycle policy of the Licensor applies to the Software. It can be accessed at Product Lifecycle (under [Product Lifecycle](#)).
- (ii) According to this lifecycle policy, Licensor is entitled to stop issuing further Updates or Upgrades for certain Software versions or to no longer provide support services for them. Licensor will inform the Customer accordingly on the website at [Product Lifecycle](#) in general 365 days before this change takes effect.
- (iii) In case of a Perpetual License, the Licensor is entitled, after giving at least 365 days' notice, to cease issuing replacement licenses for certain Software.

(f) **Intellectual Property Rights**

- (i) Unless otherwise expressly agreed, all intellectual property and other rights to the Software, such as but not limited to copyrights, rights to computer programs, inventions, processes, models, design rights, patents, trade name rights, trade mark rights, rights to databases, methods, knowhow, and other developments, regardless of whether these have been registered or not, shall remain the exclusive property of SCIA and its

Licensors, regardless of whether any fees are paid by the Customer. The Customer shall not have any rights to the Software other than as set out in these Terms of Use.

- (ii) All data entered by the Customer into the Software, or the Services remains the property of the Customer. To the extent SCIA is reasonably required to use the intellectual property of the Customer for the provision of the Service in accordance with the Contract, the Customer grants SCA for the duration of the Contract a royalty-free, non-exclusive, non-transferable, worldwide license, which may be sublicensed, to use, modify, change, reproduce and translate the intellectual property of the Customer for the provision of the Services.

4.2 Perpetual License

- (a) A Perpetual License is available as a Floating License (Section 4.6). A Perpetual License grants the Customer a permanent, fee-based, non-exclusive, non-sublicensable right to use the Software. However, the right of use is granted exclusively within the limits of the lifecycle policy pursuant to Section 4.1 (e).
- (b) Licensor reserves the right to charge a reasonable fee when issuing a new license.
- (c) As part of the Perpetual License, Licensor may, at its discretion, provide the Customer with generally available Updates. Unless the Customer has concluded a Maintenance Contract, the Perpetual License does not include Upgrades, Maintenance or Support.

4.3 Subscription License

- (a) A Subscription License is available as a Floating License (Section 4.6).
- (b) With a Subscription License, the Customer is granted the time-limited (rental), fee-based, non-exclusive, non-transferable and non-sublicensable right to use the Software. The Customer may only reproduce the Software to the extent that such reproduction is necessary for the contractual use of the Software.
- (c) If the Customer no longer uses a computer (not only temporarily) the Customer shall delete the Software completely from the mass storage of this computer.
- (d) As part of and during the term of the Subscription License, Licensor provides the Customer with generally available Updates and Upgrades of the Software. Licensor continuously develops the Software and provides the Customer with the latest version of the Software. This can be done by providing a new main version (content enhancements) or by updating the current version. The intervals at which new versions or Updates of the Software are provided and which functionalities and modules of the Software are retained, changed, modified, reduced or extended are at the discretion of Licensor. The rights under Section 10 (Claims for Defects) remain unaffected.
- (e) The limited term of the Subscription License is determined at the time the Software is transferred. Unless agreed otherwise in writing or in the Order, each Subscription License shall have an initial term of one (1) year from the effective date mentioned in the Order. The Subscription License shall continue to automatically renew by the same term, unless Licensor or Customer terminates the Subscription License not less than three (3) months before the end of the then current term. In the case of a Subscription License for any deviating term, the renewal terms will each time be equal to the initial (extended) term, unless otherwise stipulated in the Order.

- (f) The amount of the license fee depends on the term of the right of use. The license fee is due upon the first transfer of the Software and upon each extension of the term. The granting of the right of use is subject to the condition that the Customer pays the due license fee.
- (g) The Customer may use any available version of the Software, but not simultaneously. Licensor may, at its own discretion, limit the right of use to versions of the Software that are not older than three (3) years.

4.4 Cloud License

The following applies to ALLPLAN Cloud Services (“**Services**”):

- (a) The Services are available exclusively as a Named User License.
- (b) The Licensor grants the Customer the non-exclusive, non-sublicensable and non-transferable, limited in time to the term of the respective contract, right to use the contractually agreed Services by means of access via a browser or via an application connected via API for the contractually agreed number of Users. No further rights are granted.
- (c) The Customer may only reproduce the Services or parts thereof insofar as this is necessary for their intended use (e.g. use of random-access memory). In particular, this does not include temporary installation, storage on data carriers of the hardware used by the Customer or printing of the program code.
- (d) Insofar as Licensor provides third party Software applications for use, i.e. Software applications created by third parties, the rights of use granted to the Customer are limited in scope to the rights of use granted to Licensor by the third party. Licensor is obliged to disclose to the Customer the scope of the rights of use granted to it by the third party.
- (e) The group of Users for the Services is not subject to any restrictions. The Customer may use the respective Services for professional and private purposes, provided that he complies with the statutory and contractual provisions applicable to the type of use and does not abuse the Services for illegal purposes. Authorized Users pursuant to Section 4.4(j) of these Terms of Use may only use the applications within the scope of their business activities; private use is prohibited.
- (f) Unless expressly authorized to do so in writing by Licensor, the Customer is not entitled to use the Services or have them used by third parties or make them available to third parties beyond the use permitted under the respective contract and these Terms of Use. In particular, the Customer is not allowed to reproduce or sell the Services or parts thereof or to 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. The provision of Section 4.4(j) of these Terms of Use remains unaffected.
- (g) In the event of an unauthorized transfer of use, the Customer must, upon request, immediately provide Licensor with all information required to assert claims against the third-party User, in particular the name and address of the third-party User. Infringements by the Customer will regularly result in the withdrawal of the permission of use. Licensor reserves the right to take further action under civil and criminal law. In addition, the Customer is obliged to compensate Licensor for all damages resulting from a culpable breach of the aforementioned obligations or the culpable violation of its own rights or the rights of third parties; this also includes indirect damages and financial losses. The Customer shall indemnify Licensor against all third-party claims resulting from such a breach.

- (h) The Customer must ensure that its use of the respective Service does not directly or indirectly infringe the rights of third parties.
- (i) The Customer is not entitled to grant third parties' access to the Services assigned to him. The Customer is expressly prohibited from subletting. Customer is obliged to set up any contractual relationships with third parties in such a way that free use of the Services is excluded.
- (j) However, the Customer is allowed to issue invitations to third parties (such as parties involved in construction projects or contractors) via the system to use the Services themselves. These third parties shall then receive access data from the system by e-mail and may - after registering and accepting these Terms of Use - use the Services to the same extent as the Customer ("**Au-
thorized Users**").
- (k) By uploading data, Customer confirms to have the necessary rights to do so. Licensor is entitled to use the data without personal reference for the purpose of operating and improving the Services and, in particular, to process and reproduce them. This also applies to data that is stored on Licensor servers at the time these Terms of Use come into effect.

4.5 Named User License

- (a) If a license for an Allplan Product is provided without a license server or any other clear identification, it is a Named User License, unless expressly agreed otherwise.
- (b) With a Named User License, the Customer is granted the personalized right ("**Named User**") to assign the Software to a specific User. The Software may only be used by this Named User and not simultaneously on different devices.
- (c) The Named User Licenses are available both as Subscription Licenses and as Perpetual Licenses under the applicable conditions.
- (d) The assignment of a license in accordance with Section 4.5(b) above may only be changed three times within 12 months. It is not allowed to assign a Named User License to a group account or a shared account.

4.6 Floating License

- (a) If a license is provided with a license server, it is a Floating License. Licenses for Software of the brands FRILO, SCIA or DC-Software are always Floating Licenses.
- (b) With a Floating License, the Customer is granted the right to use the Software on any number of computers and to assign it to one or more Users, provided that the number of simultaneous Users never exceeds the total number of valid Floating Licenses purchased by the Customer (first-come-first-served principle).
- (c) The Customer's Users may be employees or similar members of staff of the same legal entity, partnership or enterprise, but not of its affiliated companies within the meaning of article 1:20 et seq. of the Companies and Associations Code; use by such an affiliated company requires a separate license.

4.7 Student License (License for Educational Purposes)

- (a) A License for Educational Purposes for Students or Lecturers grants the Customer a time-limited, cost-free, non-exclusive, non-transferable, non-sublicensable and personalized right (Named User to install the Software on any number of devices and to use it.
- (b) The License for Educational Purposes is only available as a Subscription License.
- (c) This right of use is restricted to a specific person: The Customer of a License for Educational Purposes for Students or Lecturers must be a person who is actively matriculated, employed or appointed as a lecturer for a certain period of time at an accredited public or private university, college or a vocational school where degrees can be obtained. The right of use is granted only to Customers whose learning or lecturing activity relates to a field for which the licensed Software is of relevance. The License for Educational Purposes for Students or Lecturers is subject to the condition that the Customer provides proof of belonging to the group of entitled persons defined above
- (d) The right of use is restricted in terms of content: The Customer may use the Software under the License for Educational Purposes for Students or Lecturers solely for personal learning purposes and not directly or indirectly for research, commercial, professional or other profit-generating purposes. The Customer may only use the latest version of the Software. If Upgrades or Updates to the Software are available, Customer must install such Upgrades or Updates to continue to use the Software under the License for Educational Purposes for Students or Lecturers. The License for Educational Purposes for Students or Lecturers does not include Maintenance or Support.
- (e) The right of use is limited in time: The License for Educational Purposes for Students or Lecturers has a limited term of twelve (12) months. If proof is provided that the Customer continues to belong to the group of entitled persons defined above, the term is extended by successive periods of twelve (12) months each, unless Licensor or the Customer terminates the License for Educational Purposes for Students or Teachers with fourteen (14) days' notice to the end of the then current term.
- (f) In deviation from Sections 10 and 11, the following applies exclusively to claims for defects and the liability of Licensor in respect of a License for Educational Purposes: The Customer acknowledges that Licensor provides the Software as a gesture of goodwill, free of charge and "as is". The Software may contain defects that may lead to program malfunctions, system failures, data loss or violations of third-party rights. The Software does not meet a certain level of User-friendliness, marketability and suitability for a specific purpose. Licensor is not obliged to provide technical Maintenance and Support, to rectify defects and to restore failed systems and lost data. Licensor is liable without limitation in the event of willful intent and gross negligence, in the event of damage to life, limb or health, or as otherwise provided by mandatory laws. In all other cases, Licensor's liability is excluded.
- (g) If Licensor suspects that the License for Educational Purposes is being used in an abusive manner or that the use of the Software violates these Terms of Use, in particular regarding personal, content, quantity and time restrictions, Licensor may deactivate the Software under the License for Educational Purposes at any time, without this precluding further action against the misuse.

4.8 Licenses for Educational Purposes for Public Educational Institutions

- (a) A License for Educational Purposes for Public Educational Institutions such as vocational schools, colleges or universities grants the Customer a time-limited, fee-based, non-exclusive, non-transferable and non-sublicensable right to install the Software on any number of devices and to use the Software. A License for Educational Purposes for Public Educational Institutions is only available as a Subscription License for teaching purposes only.
- (b) This right of use is restricted to a specific person: The User of a License for Educational Purposes for Public Educational Institutions such as vocational schools, colleges and universities must be matriculated at any of the educational institutions defined above or be an employee or independent contractor working for a qualified educational institution as defined above. The right of use is granted only to Customers whose teaching activities relate to a field for which the licensed Software is of relevance.
- (c) The right of use is limited in content: The Customer may use the Software under the license for educational purposes for vocational schools, colleges or universities exclusively for teaching purposes and not directly or indirectly for research, commercial, professional or other profit-generating purposes. The Licensor and the Customer may deviate from this and agree by separate agreement that the Customer may use the Software not only for teaching purposes but also directly or indirectly for business and commercial purposes. The license for educational purposes for vocational schools, colleges and universities includes Maintenance and Support.
- (d) The right of use is limited in time: The limited term of the Subscription License is determined at the time the Software is transferred. Accordingly, the license for educational purposes for vocational schools, colleges and universities has a limited term of twelve (12) months, which is also the minimum term for this type of license. The Subscription License shall be automatically renewed for the same term, unless the Licensor or the Customer terminates the Subscription License before the end of the then current term or the Customer fails to prove, at Licensor's request, that it belongs to the group of eligible educational institutions or persons defined above until the end of the current term. During the term, ordinary termination of the Subscription License is excluded.
- (e) The amount of the license fee depends on the term of the right of use. The license fee is due upon the first transfer of the Software and upon each renewal of the term. The granting of the right of use is subject to the condition that the Customer pays the due license fee.
- (f) Section 4.7(f) shall also apply accordingly to the License for Educational Purposes for Public Educational Institutions.

4.9 Trial License

- (a) With a Trial License, the Customer is granted a temporary, royalty-free, non-exclusive, non-transferable, non-sublicensable and personalized rights, by way of a Named User License, to install the Software on any number of devices and to use the Software on one (1) single device, but not on different devices at the same time. This right of use is limited in content: The Customer may use the Software for testing and evaluation purposes. Any use, either directly or indirectly, for business or commercial purposes, for training purposes or for other purposes (in particular for purposes other than testing or evaluation) is expressly prohibited. The functions and use of the Software can be restricted. The Customer may only use one (1) single Trial License of the respective Software for the period defined by Licensor. Details about this period are given on the respective Licensor's website. The Trial License has a limited term of fourteen (14) days without automatic renewal.

- (b) In deviation from Sections 10 and 11, Section 4.7(e) shall apply accordingly to a Trial License with regard to claims for defects and liability of Licensor.

4.10 AI Visualizer

(a) **Usage Requirements and Restrictions**

- (i) The Licensor may provide the AI Visualizer in connection with the Software. However, the Customer may use the AI Visualizer exclusively in connection with a lawfully licensed version of the Software.
- (ii) The User is prohibited from using the AI Visualizer:
- In any way that violates any applicable law;
 - For the purposes of exploiting, harming or attempting to exploit or harm minors in any way;
 - To generate or spread verifiably false information and/or content;
 - To generate or spread personal identifiable information that can be used to harm an individual or to defame, disparage or otherwise harass others;
 - For fully automated decision making that adversely impacts an individual's legal rights or otherwise creates or modifies a binding legal obligation;
 - For any use intended or which has the effect of discrimination against or harming individuals or groups based on social behavior, known or predicted personal or personality characteristics, or any other vulnerabilities;
 - To provide medical advice or medical results interpretation;
 - To generate or disseminate information to be used for administration of justice, law enforcement, immigration or asylum processes (such as predicting an individual will, commit fraud/crime, for example by text profiling, drawing causal relationships between assertions made in documents).

(b) **Content**

- (i) If not set forth differently herein, Licensor claims no right in the Output (as defined below in Section 4.10(b)(ii)) generated by using the AI Visualizer. The Customer is responsible for the Output generated and its subsequent usage. The use of the Output must comply with these Terms of Use.
- (ii) The Customer can upload screenshots from the model created with the Software and additionally input prompt commands in any language to the input field of the interface (collectively "**Input**"), and receive output generated and returned by the AI Visualizer based on the Input ("**Output**"). Input and Output are collectively "**Content**." To the extent permitted by applicable law, Licensor does not claim ownership to and Customer has the license/ownership rights related to all Input. Licensor (and its subcontractors) may store and use Content for development purposes of Customer's usage patterns and activities.
- (iii) The User prompt Input provided by Customer shall not contain any personal data. It is the Customer's responsibility to ensure that the User prompt Input is free from any personal data, as no personal data is needed for Licensor and its subcontractors to provide the AI Visualizer service. Therefore, Licensor will not be liable for use and storage

of personal data and business secrets in case of intentional or unintentional inclusion of personal data and or business secrets in the User prompt Input. Subject to Customer's compliance with these Terms of Use, Licensor hereby assigns to Customer all its right, title and interest in and to Output. This means Customers can use the Content for any purpose connected to the planning process of buildings, if Customers comply with these Terms of Use. Customers are responsible for all the Content, including for ensuring that it does not violate any applicable law, any ethical standards or these Terms of Use.

- (iv) The Customer acknowledges and accepts that its User prompt Input may be used by Licensor and its subcontractors to ensure the functionality of the AI Visualizer, but also to improve the AI Visualizer and to develop new products and services. For these purposes, Licensor shall be entitled to use the prompt Input without restriction in all known and unknown forms of use and without limitation of transferability, sublicences, time, place or manner, even after termination of the contractual relationship and free of charge.
- (v) Artificial intelligence and machine learning are rapidly evolving fields of study. Given the probabilistic nature of machine learning, the use of the AI Visualizer add-on may in some situations result in incorrect, inaccurate or unreliable output that does not accurately reflect real places or provide legally, technically or economically feasible solutions. AI can neither check the accuracy of the Customer's input. It is the Customer's responsibility and expense to evaluate and check the accuracy of any Input and Output as appropriate for the use case of the Customer, including by using human review of the Input and the Output.

(c) **Limited Warranty**

The AI Visualizer is provided as a free add-on to the licensed Software. The Licensor is entitled to stop providing the AI Visualizer at any time, either completely or temporarily. Licensor does also not provide any warranty, express or implied, regarding the sources on which the AI was trained, including their ethical and lawful nature. Furthermore, Licensor does not offer warranties for the output created by the AI using AI Visualizer add-on or service, encompassing considerations such as general quality, appearance, and content of the output, usability, compliance with applicable regulations, adherence to industry standards (e.g., structural integrity), and non-infringement of copyright, particularly if an Allplan model is generated from the output. Also, given the feedback learning algorithm of the AI Visualizer, the Licensor does not warrant that the Content created by the User will not be accessible to other Users wholly or partly. Therefore, Licensor recommends using the AI Visualizer for inspiration purposes only and does not guarantee any specific results.

(d) **Updates and Runtime Restrictions**

Licensor reserves the right to restrict (remotely or otherwise) usage of the AI Visualizer add-on in violation of these Terms of Use, update the AI Visualizer add-on through electronic means, or modify the Output of the AI Visualizer add-on based on Updates.

(e) **License**

AI Visualizer contains the limited usage right to Stable Diffusion artificial intelligence Software according to its applicable license terms available at <https://github.com/easydiffusion/stable-diffusion/blob/main/LICENSE-MODEL>.

4.11 Terms of Use for Services and Software from Third Parties

For certain services and Software which are not licensed to the Customer by ALLPLAN, SCIA or any Licensor mentioned in these Terms of Use (third party products), the license agreement of these products shall prevail. Such license agreements for third party products are brought to the Customer's attention at the conclusion of the contract. For services and Software of Bluebeam, Inc., their General Terms and Conditions of Use shall apply (available at <https://www.bluebeam.com/legal/>). For services and Software of IDEA StatiCa, their End User License Agreement shall apply (available at <https://www.ideastatica.com/end-user-license-agreement>).

5 Special Terms for ALLPLAN Cloud

For ALLPLAN Cloud (“Services”), the terms of this Section 5 shall additionally apply.

5.1 Scope of Services, Provision of Services

ALLPLAN keeps the Services ready for use by the Customer on central servers. The current technical specifications of the Software, hardware and network configurations required on the Customer's part as well as the supporting browsers and data formats are set out in the notes “System Requirements” which can be downloaded from <https://www.allplan.com/system/system-requirements/>. ALLPLAN is not responsible for the suitability and quality of the hardware and Software required on the Customer's part, nor for the telecommunications connection between the Customer and ALLPLAN up to the transfer point. Furthermore, ALLPLAN is not obliged to provide support for the Customer's use of the Services.

5.2 Maintenance Work

ALLPLAN is entitled to temporarily suspend or restrict the availability of the Services even during business hours to carry out necessary Maintenance work or improvements to the Services. ALLPLAN will notify the Customer of the start and duration of the Maintenance work as far as possible in a timely manner via the e-mail address provided by the Customer. The business hours are all working days Monday through Friday - except for public holidays at the headquarters of ALLPLAN - from 9:00 a.m. to 5:00 p.m. CET/CEST.

5.3 Return of Project Data

Customers remain exclusive owners and retain the power of disposal concerning all data entered and transmitted by Customers or their employees (“Project Data”). Thus, Customers may demand return of some or all of their Project Data at any time. The right to receive the Project Data expires six (6) weeks after the end of the Contract. Customers' Project Data will be deleted six (6) weeks after the end of the Contract.

5.4 Monitoring Rights

The Customer grants ALLPLAN the right to read and review the User data transmitted by the Customer if Customer questions via the hotline of ALLPLAN have to be answered or if ALLPLAN has good reasons to assume that the entire or a part of the data is linked to illegal actions. Furthermore, the Customer grants ALLPLAN the right to access all Customer data stored on the Services used by the Customer, if and to the extent that this is necessary for administration of the Services.

5.5 Blocking

Access to the Services may be blocked if (a) the Customer's actions pose a threat to ALLPLAN's facilities or public safety, or if (b) the Customer uses the Services for illegal purposes (e.g. storage of copyright

infringing content) or if (c) the Customer otherwise gives cause for termination of the Contract without notice.

6 Special Terms for Maintenance

6.1 Applicability

The Special Terms in this Section 6 apply to all Maintenance and Support services provided by SCIA for the Software, collectively referred to as "Maintenance." Any modified version of the Software resulting from Maintenance will replace the original or previous version and will be subject to all rights and obligations stated in these Terms of Use.

6.2 Services

- (a) SCIA's helpdesk assists Customers with individual questions regarding the use of the purchased Software, both by telephone and by e-mail or, if necessary, in writing. The helpdesk is available during business days between 9.00h and 17.00h CET on Monday, Tuesday, and Thursday and between 9.00 and 15.00h CET on Wednesday and Friday. The assistance provided by the helpdesk is limited to the answering of individual questions. General explanations of how the Software works or training on individual program sequences are not part of technical support.
- (b) The following services are included in the Maintenance Contract: (i) free participation in User's clubs and a free subscription to SCIA's newsletters, (ii) free access to SCIA WEB HELP and FAQ (frequent Asked Questions) service on the internet, (iii) periodical free update of the manuals and the tutorials (through Webhelp), (iii) automatic activity report regarding the services delivered to the Customer (through Webhelp), (iv) support for control organisms/applications for quality certificates, (v) access and use of international User forums on the SCIA website. The services are provided by SCIA on a best-efforts basis.

6.3 Excluded Services

- (a) In case (i) the Customer's system does not meet the minimum requirements as specified in the technical manual, (ii) a third party or the Customer, whether or not due to force majeure, has modified the Software, or (iii) the running of computer programs other than the Software on the same operating system or basis Software causes a malfunction of the Software, SCIA shall not be responsible for the Maintenance of the Software and reserves the right to discontinue the Maintenance of the Software.
- (b) The following services are not included in the SCIA Maintenance Contract and will therefore be agreed and charged separately:
 - Technical service at the Customer's site, including travel expenses,
 - Support with installation of the Software, Updates and Upgrades (except for faults in the SCIA-Installer),
 - Training): it is at the sole discretion of SCIA to decide at what intervals training sessions and jour fixe events will be offered.
 - Participation in group formation (seminars or sessions) organized by SCIA,
 - Web page or reference link to the Customer's website on the webserver of SCIA (formatting not included),
 - Any kind of support needed as a result of incorrect use by the Customer of the Software or as a result of Software that is not supported by SCIA,

- Direct help for the execution of engineering, design and production projects of the Customer,
- Consulting services beyond assistance,
- Administration of the computer system (hardware and operating system) or hardware support
- Support in converting old data versions into new data versions, or repair of data,
- Support in converting data from third party formats into Software-compatible formats,
- Answering not Software related technical questions,
- The adjustment of network installations for SCIA Software
- Support for third party Software, even if a connection to the Software has been created via interfaces.

Services provided by SCIA that are not expressly mentioned in this Section 6 are voluntary services, to which there is no legal claim for the future, even if they are provided repeatedly. SCIA is entitled at any time to discontinue voluntary services with a notice period of four (4) weeks.

6.4 Response time

SCIA responds to questions as soon as possible and generally within four (4) business hours. On request (and for an additional price), guaranteed response times may be agreed upon by SCIA. The response term is suspended in case of force majeure, strikes, or other unforeseeable circumstances that influence the operation of SCIA.

6.5 Customer responsibilities

The Customer has the following responsibilities:

- (a) Inform SCIA in writing and without undue delay whenever a Malfunction occurs. This notification must have the following content: detailed problem description, exemplary data, registered errors, data input (on CD, FTP-mail). The problem described must be able to be repeated or simulated by SCIA.
- (b) The Customer is obliged to give SCIA employees access to the hardware and Software installation (during a visit, or for a remote dial-in connection; the use of the support or diagnostic aids are permitted too). If free access is not permitted or possible, the intervention will be considered completed.
- (c) The Customer is obliged to appoint one (or more) responsible person(s) at the Customer's firm, who is/are considered as the person(s) to contact by the support staff of SCIA.

7 Customer's Obligations

7.1 Insofar as necessary for the provision of services by SCIA, Customers shall grant SCIA or a third party engaged by SCIA upon request, directly or by remote data transmission, access to hardware and computer programs on which the Software is installed so that SCIA or a third party can monitor and perform an audit on the Customer's use of the Software.

The Customer will provide within 24 hours after requesting all necessary and useful documents, documentation, and files and will allow access to its buildings during working days.

Upon breach of these Terms of Use, all costs related to the audit will be paid by the Customer and will be reimbursed to SCIA upon the first request.

Insofar as necessary for the performance of the contractual services, Customers shall name a person in charge to SCIA who has decision-making powers, access rights to the computer system and powers of attorney necessary for the purposes of performing the Contract.

- 7.2 The Customer shall take appropriate measures and protect the Software from unauthorized access by third parties. The Customer shall only allow access to the Software to Authorized Users. Group accounts or people sharing the same account are not permitted.
- 7.3 SCIA fulfills its information obligations regarding the Software by publishing information on the SCIA Customer service portal. Any necessary publications regarding the Software, including information on defects and their effects that have become known, will be made exclusively on the SCIA Customer service portal. The Customer is obliged, as part of his obligation to cooperate, to regularly check the service area on SCIA Customer service portal.
- 7.4 Customers undertake to regularly back up the Project Data uploaded by them, their employees or any Authorized Users and to create their own backup copies to enable reconstruction of the Project Data in case of loss depending on the importance of the Project Data. Project Data which is deleted by the Customer or Authorized Users is not subject to data backup and cannot be restored later. A “trash function” is not offered.
- 7.5 Operation of the Software via the internet requires, that Customers are in possession of the corresponding technical equipment. Therefore, Customers must ensure that workplaces have a sufficient connection to the internet, meeting current standards, and thus being able to connect to the Services. Furthermore, Customers are responsible for the services of their internet provider. The Customer is aware that the use of the Services requires a certain Software and hardware environment. The use of cookies must be activated in the browser to enable the Services to function in an optimal manner. Furthermore, the Customer shall ensure that other Software products from the Customer’s infrastructure (such as his firewall) do not interfere with the functioning of the Services.
- 7.6 The Customer accepts complete and unconditional responsibility for any and all operations performed under his accounts.
- 7.7 The Customer shall store Customer’s access data securely and ensure internally that they do not come to the attention of persons who are not registered as Authorized Users with SCIA. The Customer is responsible for the confidentiality of his accounts and access data and for the acts and negligence of any party making use of an account of the Customer. In case the Customer finds or suspects any misuse of his account information, the Customer will immediately change his passwords or contact SCIA on abuse@SCIA.net to temporarily block his accounts
- 7.8 The Customer shall ensure that the transmitted data does not contain any viruses, trojans or similar malware. In the event of a breach of these requirements, ALLPLAN shall be entitled to delete the affected data and block the Customer's access. If the Customer discovers that the Customer’s IT system has been compromised or that the Customer's data has been infected by malware, Customer shall inform ALLPLAN immediately.
- 7.9 SCIA does not screen the data, text, or media content processed and/or uploaded through the Software by the Customer. As a result, the Customer bears the sole and full responsibility for the data that it processes with the use of the Software. The Customer undertakes not to use the Services or the Software, or process, upload or store any data in the Services or the Software in a manner that is illegal, harassing, libelous, abusive, harmful, violates applicable laws, applicable contractual relationships, official requirements or rights of third parties.

- 7.10** The Customer undertakes to notify SCIA in writing or text form without undue delay upon becoming aware of any disruption of the contractual Service.
- 7.11** The Customer will inform SCIA without undue delay if there is a change in the person of the Customer (universal succession), a change of address, name, legal form, company or a change of shareholders.
- 7.12** In addition, the Customer will support SCIA in the performance of its obligations if and to the extent necessary and cooperate accordingly.

8 Fees and Payment Terms

- 8.1** All applicable Fees are set forth in the Order.
- 8.2** Fees shall be due within 30 days of the invoice date. Any discounts granted are conditional pursuant to Section 9.1(d) of these Terms of Use.
- 8.3** All prices and fees are exclusive of the statutory value added tax. Any rise in VAT or any other tax of any nature between the moment of the Order and the execution of the tasks as described in the offer will be charged to the Customer.
- 8.4** If a Customer is in default of payment, SCIA shall be entitled to claim default interest at the statutory rate in accordance with the law of August 2022 on late payments in commercial transactions. Additionally, the amount of the invoices will be raised by 10% as compensation for late payment. SCIA expressly reserves the right to claim further damages. Furthermore, if the Customer is in default with a part of the fees that is not insignificant, SCIA shall be entitled to temporarily suspend the contractual services until all due claims have been fully settled.
- 8.5** If an invoice is not paid on the due date, all other invoices to the same Customer become payable immediately.
- 8.6** The Customer may only set off undisputed or legally established counterclaims against due claims of SCIA.
- 8.7** In case the Customer protests an invoice, a written and motivated notice needs to be given by mail to SCIA within seven (7) calendar days after the invoice date. The Customer's payment obligation is not suspended by such protest.
- 8.8** SCIA may increase the fee for a contract with certain term by written notice to the Customer with a notice period of three (3) months once per calendar year by an appropriate and reasonable amount in case of a valid reason such as changed market circumstances. The increase will take effect upon invoicing at the beginning of a calculation period or on the date specified in the notice.

9 Term and Termination

- 9.1** The following applies to a contract with a certain term (in particular, Maintenance or Subscription):
- (a) The contract will come into effect upon Order confirmation or performance of the contractual services, unless the parties have agreed otherwise in the Order.
 - (b) The contract term will be determined in accordance with the respective contract.
 - (c) Unless otherwise contractually specified, the contract shall be automatically renewed for the duration specified in the contract at the terms and conditions applicable at the time of renewal

and at the applicable fee, unless the contract is terminated with due notice not less than three (3) months before the end of the then current term, unless otherwise specified in the Order.

(d) If the contract is automatically renewed, any discount fee granted for the initial term of the contract shall not be granted for the renewal period.

9.2 Each Party may terminate the contract for good cause immediately, without observing a notice period and without court intervention if the other Party has filed for insolvency, becomes insolvent or seeks protection under any bankruptcy, receivership, creditor's arrangement, composition, liquidation, suspension of payment or comparable proceeding or if any such proceeding is instituted against that Party.

9.3 The Customer may terminate the Contract for good cause immediately, without observing a notice period in case of material breach of these Terms of Use by the SCIA that cannot be remedied or that has not been remedied within two (2) weeks of notification of the material breach by the Customer.

9.4 SCIA may, at its sole discretion, suspend or terminate the Contract for good cause immediately, without observing a notice period, without court intervention and without any compensation due:

(a) if the Customer is in default of payment of the fee or a significant part of the fee for two (2) consecutive dates or, in a period covering more than two (2) dates, is in default of payment of a fee in the amount corresponding to the fee for two (2) months,

(b) in case of material breach of these Terms of Use by the Customer, such as not limited to breach of the license terms, that has not been remedied within two (2) weeks of notification of the material breach by SCIA,

(c) if the Customer has suspended payments.

In case remediation is not possible or has not taken place within two (2) weeks of notification, SCIA may block or remove any content and/or suspend or terminate any license of the Customer without any reimbursement of invoiced or paid fees and without any other compensation due by SCIA.

9.5 Any termination must be made in writing or in text form.

9.6 In case of termination or expiry of the Contract, regardless of the cause, the Customer is obliged to delete the Software.

10 Claims for Defects

10.1 SCIA warrants the functional and operational readiness of the Software in accordance with these Terms of Use. The Customer acknowledges and agrees that computers, Software and telecommunication systems are not free of errors and that downtimes may occasionally occur. SCIA therefore cannot guarantee that the Services and the Software will be available without interruption or that they can be always used without or be free of errors.

10.2 The Customer is obliged to inspect the Software for obvious defects, in particular regarding completeness and basic functionality, immediately after delivery or receipt. If the functions and/or operation of the Software show defects, the Customer shall report these defects in writing and motivate any partial or complete refusal of the Software by e-mail without undue delay and in any event no later than seven (7) days as from delivery. The absence of any protest from the Customer within seven (7) days implies the acceptance of the Software and the successful execution of tests. The same applies if such a defect becomes apparent later.

- 10.3** If the contract covers the delivery of several Software products and only individual Software products are defective, the Customer's claims for defects shall be limited to the defective Software, unless the Customer objectively has no interest in the non-defective Software without the defective Software.
- 10.4** In the event of defective delivery or performance, SCIA shall be entitled, at its sole discretion, to rectify the defect free of charge or to provide a replacement, including by providing a newer version. In the event of defective Software, subsequent performance may also be affected by providing a reasonable workaround, e.g. adapting workflows or recommending alternative functions, provided that the defect is subsequently completely eliminated in an updated or new version of the Software. SCIA may also fulfill its obligation to rectify defects by providing sufficient information to correct the defect. The Customer grants SCIA, upon request and to the extent necessary, direct or remote access to its hardware and computer programs on which the defective Software is installed. If technical access is not possible or only possible under difficult conditions for reasons for which the Customer is responsible, the Customer shall bear the additional costs incurred as a result.
- 10.5** The Customer shall have no claim as to rectify defects by SCIA if the defect cannot be reproduced or demonstrated based on machine generated output.
- 10.6** If the defects occurred are due to circumstances within the Customer's sphere of influence for which the Customer is responsible, any liability for defects shall be excluded. This applies, for example, to malfunctions resulting from the use of unsuitable operating materials (e.g. hardware, operating system, etc.) or if an error was caused, because a Customer has not complied with the provisions of the associated User manuals or the Terms of Use or installation requirements for the Software. Furthermore, any liability for defects shall be excluded if a Customer has made changes to and/or intervened with the Software, unless the Customer can prove, in connection with the error report, that the changes/intervention have not caused the defect.
- 10.7** Except for claims for damages, warranty claims due to material defects become time-barred after one (1) year. This does not apply to fraudulently concealed defects.
- 10.8** In the case of a Perpetual License the limitation period for warranty claims shall begin upon delivery or, if SCIA is also responsible for installation, after completion of installation or electronic transmission.
- 10.9** In case of a Subscription License, the following shall additionally apply to the Software provided:
- (a) The Customer is in particular entitled to reduce the fee in case of impossibility or failure to rectify a defect, culpable and unreasonable delay to rectify a defect, or serious and final refusal to rectify a defect by SCIA or if rectification of the defect is deemed unacceptable for the Customer. A Customer shall only be authorized to extraordinarily terminate the respective contract, if the continuation of the contractual relationship is unacceptable or if a significant defect persists despite the Customer having set a time limit for rectification. The Customer shall not be obliged to set a time limit, if the defect is of such a serious nature that setting a time limit does not appear suitable to rectify the defect and/or restore trust.
 - (b) The Customer shall have no warranty claims
 - (i) in the event of only an insignificant deviation from the agreed quality or only an insignificant impairment of the usability of the Software,
 - (ii) in the event of incorrect operation if the Software or Service by the Customer,

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

10.10 In all other respects, the statutory warranty claims shall apply.

11 Liability

11.1 SCIA shall be liable, whether in contract or in tort, irrespective of the legal basis, exclusively in accordance with the provisions of this Section 11 and as set out below:

(a) SCIA shall be liable without limitation

- in the event of fraud, willful intent or gross negligence,
- in the event of damage resulting from injury to life, limb or health.

(b) Insofar as no case as set forth in Section 11.1(a) exists, for slightly negligent behavior, SCIA shall only be liable, if SCIA breaches a contractual obligation whose fulfillment is essential for the proper execution of the Contract, whose breach endangers the achievement of the purpose of the Contract and on whose compliance the Customer may regularly rely. In these cases, liability is limited to the amount of foreseeable damage typical for the Contract, but not more than the amount equal to the license fees paid by the Customer over the last twelve (12) months preceding the breach, up to a maximum of EUR 50,000.00 per year. Otherwise, SCIA's liability for slight negligence is excluded.

(c) Unless as otherwise agreed in the Contract, neither Party will be liable toward the other Party or third parties for indirect damages, including but not limited to loss of profits, loss of productivity or business, loss of data, consequential, or incidental damages.

11.2 Claims under this Section shall become time-barred in 12 months, provided that the statutory limitation period shall apply to claims under Section 11.1(a).

11.3 If damage is attributable to the fault of the Licensor as well as to the fault of the Customer, the fault of the Customer shall be considered. In particular, the Customer is responsible for regularly backing up his data. In the event of a loss of data attributable to the fault of Licensor, Licensor shall be liable only for the costs of reproducing the data of the backup copies to be made by the Customer and for reconstructing the data which would have been lost even if backup copies had been made at appropriate intervals.

11.4 Without being exclusive SCIA shall in any event not be liable towards the Customer if (i) the Customer did not follow the indicated manual, (ii) the Software was not handled judiciously or in line with the provisions of these Terms of Use, (iii) the Software was altered, (iv) if the Customer fails to report any Malfunction or other defect together with documentation and information relating to the occurrence of that Malfunction or other defect, (v) the Customer did not comply with any of its material obligations under these Terms of Use, or (vi) a Malfunction or other defect is attributable to network or communication issues or to hacking malware or other forms of misuse.

11.5 To the extent that the liability of SCIA is excluded or limited, this shall also apply to the personal liability of the employees, representatives and vicarious agents of SCIA.

11.6 The Customer shall fully indemnify, and hold harmless SCIA, its shareholders, directors, officers, employees, agents, distributors, attorneys, parent companies, subsidiaries, and affiliates, from and against any

and all claims, liabilities, judgments, damage, penalties, taxes, costs and expenses (including but not limited to reasonable attorney fees and costs) arising out of or related to breach of these Terms of Use or of third party rights (including but not limited to copyrights) by the Customer or its employees or Authorized Users. SCIA is not obliged to check Customer data for possible legal violations. If SCIA determines or is notified by others that certain content might lead to civil or criminal liability, SCIA reserves the right to delete this content, if this is technically possible and reasonable.

- 11.7** The Software may contain hyperlinks to websites of third parties. SCIA does not have any control over those websites of third parties. The presence of such hyperlinks in the Software does not in any way imply approval or a quality warranty by SCIA. SCIA cannot be held liable for the content of those websites or for the fact that the Customer trusts the existence of the alleged completeness and accuracy of those websites.

12 Third Party Proprietary Rights

- 12.1** To the knowledge of SCIA, there are no third-party proprietary rights that impair the contractual use of the Software. SCIA shall not be liable for claims of the Customer that are based on changes to the Software which have not been made by SCIA or on defects of title to third-party Software that is not part of the Software or on culpable disregard of the associated User manual.

- 12.2** If the contractual use of the Software is affected by third party proprietary rights, SCIA shall have the right, at its discretion and at its own expense, to acquire licenses and/or modify the Software or replace it in whole or in part, to an extent reasonably acceptable for the Customer. If this fails, the Customer shall have the right to reduce the fee appropriately or to terminate the Contract. Termination shall be excluded if the Software has only insignificant defects in title.

- 12.3** The Customer shall support SCIA appropriately in the event of disputes under this Section. This includes in particular to immediately notify SCIA of the assertion of alleged infringements of proprietary rights by third parties with regard to the Software, as well as to grant powers to adequately defend the rights to the Software.

13 Force Majeure

- 13.1** Insofar as and as long as a case of force majeure exists, the parties shall be temporarily released from their obligations under the Contract.

- 13.2** Force majeure is an external event caused from outside by elementary forces of nature or by the actions of third parties, which is unforeseeable according to human insight and experience, and which cannot be prevented or rendered harmless by economically tolerable means, even with the utmost care that can reasonably be expected in the given circumstances, and which cannot be tolerated because of its frequency. This includes, in particular, strikes, lockouts, Orders by authorities, epidemics or pandemics, hacking, the outage of communication networks and gateways, disruptions in the sphere of the respective service provider, as well as disruptions that lie within the area of risk of other network providers.

- 13.3** The parties may terminate this Contract, if the force majeure event lasts longer than ten days and an amicable contract adjustment cannot be achieved.

14 Confidentiality

- 14.1** The parties undertake to treat as confidential all confidential information of which they become aware during the execution of the Contract and to use it only for the contractually agreed purposes. The parties

undertake to treat the confidential information received from the other party with at least the same degree of care that they apply in their own affairs. Confidential information in the sense of this provision is information, documents, statements and data that are designated as such or are to be regarded as confidential by their nature. This obligation to protect confidential information does not include information that is publicly known. Publicly known information is information that can be proven to have been accessible to the respective party or its organs, employees and authorized representatives (“**Representatives**”) prior to its disclosure or that became publicly known without the fault of the respective party during the term of this Contract. The term “**confidential information**” also does not include information that the respective party has derived itself, provided that this is evidenced by written records of that party or otherwise and that no obligations set forth in this Section 14 are undermined.

14.2 The parties undertake to grant access to confidential information of the other party only to those Representatives who are entrusted with contractual performance and who have undertaken to maintain confidentiality in accordance with this Section 14.

14.3 The confidentiality obligation does not apply in relation to courts and authorities to the extent that there is a legal obligation to disclose, or the relevant information is of relevance in civil proceedings between the parties or between one of the parties and a third party. The other party must be notified immediately if confidential information is disclosed. Each party undertakes to inform the other party before disclosing confidential information, unless such notification is not permitted by law.

14.4 The rights and obligations under Sections 14.1 and 14.2 shall not be affected by termination of this Contract. Upon termination of this Contract, both parties shall, at the choice of the other party, return or destroy confidential information of the other party.

15 Security and Data Protection

15.1 The parties will comply with the statutory provisions on data protection. Information on data protection and the currently valid data protection information for business partners can be accessed via the following hyperlink: <https://www.scia.net/en/privacy-policy>. The data protection information for the respective Software (Allplan, FRILO, DC-Software, SCIA or SDS2 Software) can be accessed on starting the Software.

15.2 If while performing the Contract, SCIA gains access to personal data of the Customer and acts as a processor of personal data, the parties will conclude a corresponding data processing agreement before the start of processing. In this case, SCIA will process the corresponding personal data solely in accordance with its provisions and the instructions of the Customer.

15.3 If the Customer finds or suspects any misuse or security breach, the Customer will immediately contact SCIA on abuse@SCIA.net.

16 Export Control

If the export of the Software is subject to national or international export regulations, the Customer shall obtain the consent of the relevant authorities. Any costs of export, in particular customs duties, taxes, fees and other costs, shall be borne by the Customer.

17 Final Provisions

17.1 If these Terms of Use are written in several languages, only the English version is binding, and the other versions are for information purposes only.

- 17.2** Tacit, oral or written ancillary agreements have not been made. Amendments and supplements to these Terms of Use must be made in text or written form. This also applies to an amendment or waiver of this written form requirement.
- 17.3** All rights and remedies to which SCIA is entitled pursuant to the Contract are in addition to and do not in any way limit any other rights or remedies afforded to SCIA by law. All such rights and remedies are cumulative and may be exercised singularly or concurrently.
- 17.4** The fact that SCIA does not insist upon or enforce compliance by the Customer of any provision of the Contract shall not be construed as a waiver of SCIA's rights pursuant to this condition unless made in writing.
- 17.5** Any proceedings regarding the execution or interpretation of the Contract must be initiated by the Customer within two (2) years of the origination of the underlying cause. After the expiry of this period, the complaint or claim will be deemed to be inadmissible.
- 17.6** The Customer may assign or transfer the Contract concluded based on these Terms of Use or its rights or obligations arising from this Contract to third parties only with the prior written consent of SCIA. SCIA will not unreasonably withhold such consent.
- 17.7** Insofar as a provision in these Terms of Use requires the written form, this includes both the written form and any document with a handwritten signature that is transmitted by fax or scan by e-mail.
- 17.8** Should any provision of these Terms of Use be or become invalid or unenforceable, in whole or in part, or contain a gap, all remaining provisions shall remain unaffected. In this case, the invalid provision shall be replaced by a valid and enforceable provision that comes as close as possible to the economic and legal purpose of the invalid provision. The same applies to closing a contractual gap.
- 17.9** These Terms of Use are governed by Belgian law excluding the conflict of laws provisions and the UN Sales Convention.
- 17.10** From the start of the Contract until 24 months after the termination or expiry thereof, for whatever reason, the Customer shall not hire any staff from SCIA directly or indirectly as an employee or on any other basis, nor will the Customer attempt to do so. The term 'staff' means all personnel or other persons, such as 'freelancers' and subcontractors. Should the Customer act in breach of this article, the Customer will pay a compensation for damages of 75.000€ to SCIA, without prejudice to any other rights and remedies of SCIA under this Contract or by law. The Customer acknowledges that this is a fair estimate of the cost of hiring and training such a person.
- 17.11** Exclusive place of jurisdiction are the courts of Antwerp (Belgium).
- 17.12** SCIA is allowed to name the Customer as a client for reference purposes in its marketing efforts and may strictly for the purpose thereof use the Customer's trade names and logos.