

General Terms and Conditions

Last update: August 2020

These contractual conditions regulate the contractual relationship between Plan.One GmbH, Kammerratsheide 36, 33609 Bielefeld (hereinafter referred to as the 'Provider') as the operator of an online platform (hereinafter referred to as 'Plan.One'), whereby planners, architects and other users use an interactive software to find products and compare them on the basis of technical characteristics by combining project and product data, and the customers of the Provider (hereinafter referred to individually as 'Partners') who intend to make their products and/or services available to users on Plan.One.

1. Object of the contract

1.1 The Provider runs an online platform on which planners, architects and other users (hereinafter grouped together as 'Users') can use an interactive software to find the right products on the basis of technical characteristics and the combination of project and product data, compare these products and download the desired information.

1.2 The Partner transmits content to the Provider, particularly regarding the products manufactured or distributed by the Partner, which are made available to Users on Plan.One as part of the general services and applications displayed there. Moreover, the Provider offers its Partners additional services in connection with Plan.One; however, these require a separate agreement. The services, applications and other aspects to which the Partner is specifically entitled result from the agreement reached between the parties, primarily from the offer submitted from the Provider to the Partner; the agreed services, applications and other aspects are referred to below under the collective term 'Contractual Services'.

1.3 The Provider strives to develop its services continually. Therefore, the Provider is entitled, at any time, to alter and make available again the user interfaces, functionalities, services and applications provided – particularly regarding layout and design.

2. Onboarding and continuous transmission of content

2.1 After the conclusion of the contract, the Partner transmits to the Provider the product details and other content intended for Plan.One, which is to be made available by the Provider, as part of a one-off onboarding process. Details on this are clarified in the offer.

2.2 During onboarding, the content will only be transmitted to the Provider once. Subsequent to onboarding, the Partner shall transmit content changes or new content continuously depending on the agreement reached and on the needs of the Partner either independently or supported by the Provider. Insofar as the Provider provides support to the Partner during onboarding and/or for subsequent content changes, the scope of the service provided in relation to this is limited to two updates/instances of support per contractual year. Additional manual services by the Provider must be commissioned separately. This restriction does not apply to automated support/automatic data synchronisation for which no manual processing of the transmitted content is

required from the Provider. Updates and other content alterations/additions are, in this case, possible for the Partner without numerical limits or additional payment.

2.3 The Provider shall not process the transmitted content. The Provider accepts the content exactly as it is provided by the Partner.

3. Submitted content

3.1 By transferring the content provided for publication and use on Plan.One, the Partner gives consent to the Provider to accept, use and provide the content within the meaning laid out in Point 3.

3.2 The information submitted to the Provider must be compiled carefully by the Partner and may only contain objective, appropriate information, particularly regarding products and product details. Any changes occurring after the first submission must be communicated to the Provider immediately and the corresponding content corrected by the Partner. The same applies if products placed on Plan.One are no longer offered in general.

3.3 The content submitted to the Provider about products must relate to products from the Partner's own product/delivery inventory.

3.4 By transferring the content, the Partner grants the Provider in each case the free, sub-licensable and transferrable right to use the content for an unlimited period and to an unlimited extent, in particular:

3.4.1 In order to save the content on the servers of the Provider as well as publish it, and in particular make it publicly available, if necessary in processed form (e.g. by displaying the content on websites, apps or via digital data carriers).

3.4.2 the right to process and duplicate if this is necessary to provide or publish the respective content, and

3.4.3 the right to grant rights of use – including for remuneration – to third parties, particularly Users of Plan.One; this especially includes the right to use company/product names, logos and product details of the Partner within and outside of Plan.One – e.g. for marketing and advertising purposes as well as naming customer references – in connection with content on Plan.One.

3.5 If the Partner removes the submitted content from Plan.One, the right of use and exploitation granted to the Provider above expires. However, the Provider is still entitled to retain copies made for security and/or proof purposes. The rights of use already granted to the visitors of Plan.One for the submitted content remain unaffected.

3.6 The Partner is fully responsible for the content it submits. The Provider does not undertake to review the content for completeness, correctness, legality, currentness, quality or suitability for a specific purpose.

3.7 The Partner declares and guarantees to the Provider that they are the sole holder of all rights to the submitted content or are otherwise entitled (e.g.

with the effective permission of the rights holder) to submit the content to the Provider, to prepare it for use on Plan.One and to grant the usage and exploitation rights in accordance with 3.4. Therefore, before transmitting pictures, plans, drawings, sketches and other information, the Partner shall ensure that they are entitled to unrestricted, albeit not necessarily exclusive, rights of use to the pictures, plans, drawings, sketches and other information and that making these publicly available does not violate statutory provisions, morality and/or the rights of third parties. The Partner may only submit photographs in which persons can be recognised with their valid consent.

3.8 The Partner indemnifies the Provider from all claims against the Provider by third parties due to the infringement of their rights through the submitted content or other use of the platform by the Partner. This claim includes the costs of the necessary legal defence for the Provider, including all court and lawyers' fees. No right to indemnification exists if and to the extent that the Partner is not responsible for the infringement.

3.9 The Provider reserves the right to refuse to post content and/or to edit, block or remove content already posted, insofar as the posted content itself has led to an infringement against Section 3.7 or if there are concrete indications that a serious violation of Section 3.7 will occur.

4. Analyses

4.1 Insofar as analyses and evaluations are part of the Contractual Services, their scope shall be governed by the agreements reached between the parties and, in other cases, by the functionalities generally provided by Plan.One for other partners.

4.2 The analyses and evaluations are primarily based on the information from Plan.One. However, insofar as the Provider does use (additional) information from external data sources, the Provider cannot ensure its correctness and cannot assume any liability for this.

5. Administrators and Users

5.1 The Partner names an Administrator. They are granted access to Plan.One by means of an identification code and a password to be assigned by the Provider and are entitled to assign and revoke authorisations for the use of Plan.One to employees of the Partner in the name of the Partner to the extent generally offered by the Provider on Plan.One (these employees are hereinafter referred to as 'Users').

5.2 The Administrator and the Users are empowered to deal with the Provider in the name of and on behalf of the Partner, and particularly to make declarations of intent for the Partner. Their actions and every action using the Administrator's login details as well as the other Users connected with Plan.One must be attributed to the Partner. Administrators and Users are vicarious agents of the Partner.

5.3 The access data to Plan.One must be kept strictly confidential by the Administrator and the Users. The Partner must take due care and guarantee that the access data will not be passed on. In the event that a third party gains

knowledge of the access data, the Provider must be notified immediately.

5.4 Entering the wrong login details three times, and not logging in for three months, entitles the Provider to temporarily block the login details.

5.5 The Partner must inform the Provider immediately if an Administrator is or will no longer be acting on their behalf and access is to be denied in future.

5.6 To appoint a new Administrator, the Provider offers a form on the website at www.plan.one, which the Partner can use to request communication at any time, or the Provider offers the Partner the option of communicating using a different method, such as via email.

6. Availability

6.1 The Provider shall guarantee an annual average availability of the Plan.One platform of 98%, within its scope of responsibility. Usually, Plan.One services are available Monday to Sunday from 00:00 to 24:00 (24/7). To calculate how much availability is owed, however, a maximum annual availability of 5,840 hours (= 365 days x 16 hours) is assumed. The regular maintenance windows, which are between 22:00 and 6:00 on weekends and public holidays, are not included in the availability calculation.

6.2 In all other respects, the right to use the services available on Plan.One exists only within the scope of the technical and operational possibilities of the Provider. The Provider shall make every effort to provide as uninterrupted a service as possible. However, technical disturbances (such as disruptions in the electrical supply, hardware and software malfunctions, technical problems in the data cables) may cause temporary restrictions or interruptions.

7. Blocking

7.1 The Provider can temporarily or permanently block the Partner's access to its services and to Plan.One – either fully or only relating to individual Users – if there are concrete indications that the Partner is or has been in violation of this agreement or the General Terms of Use of Plan.One and/or applicable law, or if the Provider has another justified interest in blocking the Partner. When deciding to block, the Provider shall take due account of the legitimate interests of the Partner.

7.2 In the event of a temporary or permanent block, the Provider blocks the relevant access permissions of the Partner and informs them of this via email.

8. User obligations

In order for Plan.One to function with its large number of Users, certain rules must be observed by all Users, including both the Administrator and the other Users of the Partner (hereinafter the Administrator and the other Users are uniformly referred to as 'Users'). The Partner must take care that their designated Administrator and the latter's designated Users adhere to the following rules in this Section 8.

8.1 General

- 8.1.1 The Users use respectful language and are polite in their dealings with other Plan.One Users. To that effect, it is not permitted to paint other Users in a negative light or ridicule them.
- 8.1.2 No chain letters may be sent and no advertisements, lotteries, competitions or similar may be carried out or organised.
- 8.1.3. If the Partner's Users put information in profiles or groups, this must reflect reality.
- 8.1.4 Racist, violent, sexist, discriminatory or otherwise offensive language, as well as language that insults, slanders, threatens or verbally demeans individuals, demographics or religious beliefs, is not permitted.
- 8.1.5 No profiles are permitted on Plan.One with the intention of reading, saving, processing, altering, passing on or otherwise misusing information.

8.2 Publication of images

- 8.2.1 The User has the option to upload an image file to Plan.One in order to add this to their own profile, within the scope provided by the Provider. Moreover, Users are able to add further pictures to so-called photo albums in order to manage or determine these for themselves or make them accessible to specific Users or all Users of Plan.One. If the User uses this function, the right of use granted in accordance with Point 3.4 is limited to storing the images and publishing them on Plan.One to the extent approved by the User.
- 8.2.2 Before uploading an image file, the User must ensure that they have the exclusive rights of use to the photo or file and that the public accessibility of the image file does not violate statutory provisions, morality and/or the rights of third parties.
- 8.2.3 Uploading and/or making images public via Plan.One which contain depictions of violence is not permitted; in addition, no images may contain sexual, pornographic, discriminatory, offensive, racist, libellous or other illegal content or depictions. It is also forbidden to upload images in which company, brand or other logos – in particular those of the Provider's competitors – or other protected signs are displayed exclusively or among other things.
- 8.2.4 If photographs are uploaded in which one or more persons can be recognised, besides the specific User, the image may only be uploaded or tagged/linked with the permission of the third party or parties.
- 8.2.5 After an image is uploaded, this can be removed or replaced by the User who uploaded the file at any time, with future effect.
- 8.2.6 The Provider reserves the right to remove image files and/or links to other Users without prior notice if and to the extent that there are concrete indications that public access via Plan.One violates statutory

provisions, morality and/or the rights of third parties.

8.3 Use of content within Plan.One

- 8.3.1 Plan.One and its applications may only be used for the purposes outlined in Section 1. All other uses are forbidden. Users may not use the contact details of other Users that are accessible via Plan.One for any other purpose than for commercial communication by the Partner and only to the extent to which the other User has consented or is legally permissible.
- 8.3.2 The content accessible via Plan.One may not be copied, distributed or otherwise made available to the public without the consent of the respective copyright holder, except in cases permitted by law. The use of computer programs to automatically read data, e.g. crawlers, is also banned.

8.4 The (repeated) sending of messages is prohibited if another User has indicated that they do not wish it.

8.5 Malfunction of Plan.One

- 8.5.1 Disruptive attacks on Plan.One are not permitted. In particular, it is prohibited to take such measures that would lead to an excessive burden on Plan.One (e.g. by sending mass notifications or messages ('spam')) or to unreasonable harassment of other Users.
- 8.5.2 Electronic attacks of any kind in Plan.One (including all hardware and software used for the operation of Plan.One) or on individual Users are not permitted. The following actions, among others, are considered electronic attacks:
- Hacking attempts, i.e. attempts to overcome, circumvent or otherwise put out of action the security mechanisms of Plan.One,
 - The use and/or dissemination of viruses, worms, trojans,
 - Brute force attacks,
 - Other measures or procedures that may interfere with Plan.One, including all hardware and software used to operate Plan.One, and/or damage Plan.One or its Users.

9. Remuneration

9.1 In principle, there is no remuneration for the general usage of Plan.One.

9.2 However, for additional Contractual Services, particularly support during onboarding and content changes, payment is required. This is generally based on the expenditure incurred by the Provider, unless a lump-sum payment at a fixed price has been agreed.

9.3 Insofar as daily rates have been agreed, these shall be based on a working time of 8 hours and the remuneration of the Provider shall be based on actual expenditure, which may well exceed an initial - and always non-binding - estimate of expenditure. If the amount falls above or below the agreed daily rate (man-day), it will be calculated proportionately to the time (pro rata temporis).

9.4 If the parties have agreed on a remuneration based on expenditure, this shall be due at the end of each calendar month in relation to the services rendered and shall be invoiced by the Provider at the end of each calendar month. Any flat-rate payment becomes due at the agreed time, or otherwise after the performance of the respective services. If the fixed price remuneration is based on services which are to be rendered over a longer period of time, the Provider shall be entitled to invoice the agreed flat rate remuneration pro rata temporis at the end of each month or, in the absence of a specifically agreed performance period, until the agreed flat rate has been reached, at the applicable daily rates based on expenditure.

9.5 The applicable VAT is added to the amount to be paid. The Provider issues the Partner with a proper invoice, which is due without deduction.

9.6 The Provider is entitled to raise the remuneration once a year only after the second contractual year has elapsed, with a notification in writing subject to a deadline of two months to the end of the month, insofar and inasmuch as the costs required to run Plan.One, namely for hardware, software, data centre operations, data transmission and personnel, have increased overall. In turn, if the overall costs of running Plan.One are then reduced after the prices are raised, the Provider is obliged to reduce the remuneration in accordance with the above provision. The Partner has the right to terminate the contractual relationship within a period of four weeks after the notification of a price increase has been received. A contractual year corresponds to a period of twelve months which begins for the first time either in line with the agreed commencement of the contract or otherwise begins again with the conclusion of the contract and in the subsequent period after the end of the preceding contractual year.

10. Duration and termination

10.1 In principle, the contract is concluded for an undetermined period of time, but currently runs for a period of at least 24 months (minimum contract duration). It may be terminated by either party upon at least six (6) months' notice to the end of the minimum contractual term and thereafter to the end of each contractual year.

10.2 The contract can also be terminated for an important reason by either party, without adhering to the notice period.

10.3 Terminations must be made in writing as a minimum.

11. Liability

11.1 The liability of the Provider for damages, regardless of the legal basis, in particular for impossibility, delay, defective or incorrect performance, breach of contract, breach of duties in contract negotiations and tort, is limited in accordance with this Section 11, insofar as it depends on fault.

11.2 The Provider is not liable in the case of simple negligence by its agents, legal representatives, employees or other vicarious agents, unless it is a breach of essential contractual obligations. Essential contractual obligations are

obligations of the Provider, the fulfilment of which is essential for the proper execution of the contract and on whose compliance the Partner regularly trusts and may trust.

11.3 Insofar as the Provider is liable for damages based on the reason, according to Section 11.2, this liability is limited to damages which the Provider foresaw at the time the contract was concluded as a possible consequence of a breach of contract or which the Provider would have had to foresee if it had taken due care. Direct damages and consequential damages, which are a result of defective performance, are also only eligible for compensation if such damage is typically to be expected when the performance is carried out as intended.

11.4 In the event of liability for simple negligence, the compensation liability of the Provider for property damage and other financial losses shall be limited to EUR 25,000.00 per claim, even if it is a breach of essential contractual obligations.

11.5 The above liability exclusions and restrictions apply in the same scope to the benefit of the agents, legal representatives, employees and other vicarious agents of the Provider.

11.6 The restrictions of this Section 11 do not apply for the liability of the Provider due to intentional conduct, for guaranteed characteristics, for injury to life, limb or health or in accordance with the Product Liability Act.

11.7 The Provider bears the burden of proof for facts justifying the limitation or exclusion of liability in accordance with this Section 11.

12. Data protection

12.1 The parties will adhere to the applicable data protection provisions, particularly those applicable in Germany, and shall obligate their employees instated in connection with this contract and for its execution to data secrecy, unless they are already under a general obligation to do so.

12.2 The Provider processes the data of the Partner electronically and complies with the provisions of the data protection laws. It is, however, the responsibility of the Partner to secure their personal data so that unintentional (unnecessary for the performance of the contract) access by the Provider and submission to Plan.One does not take place.

12.3 The Provider maintains current technical measures to ensure data security, particularly to protect personal data from danger during data transfers or acquisition by third parties.

12.4 The Provider collects, processes or uses the personal data (name, email address, IP address) of the Administrator and the User exclusively to create an Administrator and/or User account for the Partner and to fulfil the contract with the respective Partner.

13. Other

13.1 The Partner may only transfer rights and obligations arising from this con-

tract to third parties with the written consent of the Provider.

13.2 Offsetting is only permitted against undisputed or legally established claims by the Provider.

13.3 The General Terms and Conditions of the Partner do not apply. Diverging conditions of the Partner are not recognised unless the Provider explicitly agrees to their applicability in writing.

13.4 For all disputes arising out of or in connection with the contract (including those concerning its validity), the courts in Bielefeld shall have exclusive jurisdiction in the first instance.

13.5 This contract shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11/04/1980 (CISG).