

Servicebedingungen Plan.One (AGB)

Last update: July 2019

These terms of service regulate the contractual relationships between Plan.One GmbH, Kammerratsheide 36, 33609 Bielefeld („Provider“) and the manufacturers („Partner“) for various data maintenance, analysis and marketing services („Services“) for the electronic construction planning platform Plan.One („Plan.One“). These conditions apply in addition to the general terms and conditions, which can be found at <https://plan.one/agb> („T&Cs“). Unless otherwise specified here, all of the terms that are not defined in more detail in these terms of service have the meaning specified in the T&Cs.

1. Subject of the contract

1.1. The Provider provides all services based on these terms of service and the T&Cs. Different terms and conditions of the Partner as well as changes and additions to these terms of service are only valid if the Provider accepts them in writing. In these cases, these terms of service additionally apply.

1.2. The Provider makes available to the Partner additional chargeable services in conjunction with Plan.One. The Provider provides the individual services based on the individual contracts concluded with the Partners. These terms of service and the T&Cs apply to each individual contract without explicit reference. If the regulations within an individual contract differ significantly, the regulations in these terms of service take precedence.

2. Services of the Provider

2.1. The Provider provides data maintenance, usage analysis and/or advertising services for the Partners. A detailed illustration of the range of services available can be found in the description of services, the latest version of which can be downloaded from the Provider's website at <https://plan.one/leistungsbeschreibung> Description of Services („Description of Services“).

2.2. The scope of services and the associated costs are determined by the parties in each individual contract. The parties shall determine in particular the specific services to be provided, the service period, (if necessary) particular requirements and quality characteristics, as well as the remuneration to be expected by the Provider.

2.3. The Provider is entitled to use sub-contractors to provide the agreed services.

3. Data maintenance and other services

3.1. If the Partner wishes to manually maintain, edit or check their data beyond the onboarding process provided for in the T&Cs, the particulars will depend on the services determined in each individual contract with reference to the illustration in the Description of Services. The Provider can additionally support the Partner with creating BIM objects, other data processing or with consultation services as per the individual contract. These services will be billed in accordance with the level of work involved.

4. Usage analysis

4.1. The Provider makes available to the Partner the analysis information of Plan.One illustrated in the Description of Services and substantiated in greater detail in each individual contract as part of a report, or via an additional function on Plan.One („Analysis Results“). This may include an anonymous market comparison containing a direct portfolio comparison with competitors or an analysis of the current demand on Plan.One. The Analysis Results are anonymous and aggregated data which do not allow the identification of individual persons.

4.2. For the Analysis Results, the Provider grants the Partner the simple, unlimited right in terms of space and time to use and reproduce the Analysis Results exclusively for their own internal company use. The Analysis Results must not be passed on, reproduced, printed, stored, processed or distributed wholly or in part for the purposes of advertising, information from the customer of the Partner or for press publications without prior consent from the Provider.

4.2. Payment for the analysis services is due when the respective individual contract is concluded and is invoiced in advance.

5. Advertising

5.1. The Provider carries out advertising campaigns for the Partner which are regulated in each individual contract. The Provider does not guarantee that the advertising will result in specific profit, sales or another measurable success for the Partner or that a specific number of page visits will be reached.

5.2. The Provider reserves the right to refuse, suspend or end an advertising campaign if the Provider has reason to suspect that the advertising material does not meet the requirements stipulated in Point 6. The Provider shall inform the Partner of this and take economically justifiable measures to allow the Partner to submit alternative advertising material.

5.3. The Partner acknowledges and agrees that advertising material will not be shown in a particular place or position of Plan.One, unless the parties have expressly agreed this in their respective individual contract.

5.4. The Provider is not obligated to check whether the advertising material of the Partner violates any laws. However, the Provider shall inform the Partner immediately of the reason for a refusal or suspension of an advertising campaign in accordance with Point 5.2.

5.5. At the request of the Partner, the Provider shall provide the Partner with a report about the status of an advertising campaign and/or grant the Partner access to corresponding reporting tools via Plan.One.

6. Requirements for Partner advertising material

6.1. The Partner is obligated to make all required advertising material available to the Provider at least three (3) working days before the start of an advertising campaign. Advertising material will be sent to [e-mail] in the format agreed in the individual contract. The Partner has no claim to reimbursement,

reduction or credit notes if an advertising campaign does not start on time due to a fault of the Partner in providing the advertising material.

6.2. The advertising material must be easy to identify as advertising content or clearly marked as advertising. The Provider reserves the right to refuse advertising material which does not meet the specifications and/or the requirements of this Point 6.

6.3. The Partner guarantees that all advertising material and the websites on which the advertising material can be linked (i) adheres to all applicable laws and provisions and (ii) does not infringe the rights of third parties (in particular naming rights, intellectual property rights including copyrights and design rights, personal and data protection rights).

7. Rights of use of the advertising material / release

7.1. The Partner grants the Provider the simple, sub-licensable right, which is unlimited in terms of space, time and content, to all the advertising material made available and to use, disseminate, distribute it and make it publicly available in all the media and distribution channels agreed in the respective individual contracts or required for the purposes of fulfilling the contract.

7.2. The Partner guarantees that use of the advertising material they provide as per the contract does not infringe the rights of third parties.

7.3. If claims are made against the Provider or in conjunction with the infringement of rights of third parties because the advertising material violates the provisions of Point 6.2, Point 6.3 or other legal regulations, the Partner is obligated to free the Provider of these claims and of all costs, including any legal defence costs, at the first request and to support the Provider with the defence to the best of their ability. The Provider has the sole right to the conduct of a case; this includes the conclusion of judicial or out-of-court settlements and other measures to reconcile the legal dispute.

8. Duration and termination

8.1. The contract duration and rights of termination agreed in the T&Cs apply accordingly to these terms of service. Subject to other agreed rights of termination in an individual contract, all individual contracts concluded before the end of these terms of service remain valid until (i) the agreed service has been provided in full or (ii) the parties both provide written instructions to terminate the respective individual contracts.

8.2. The conditions of these terms of service and the T&Cs remain effective for individual contracts that have not finished or been terminated, even if the terms of service and/or the T&Cs end before an individual contract is completed due to expiry or termination.

8.3. Any notice of termination must be served at least in writing.