

DOKA TERMS DIGITAL SOLUTIONS

I. OFFER.

A separate Offer has been entered into between Doka and the Customer. The Offer is governed by all terms and conditions contained herein and is incorporated by reference herein.

II. PRODUCT-SPECIFIC TERMS

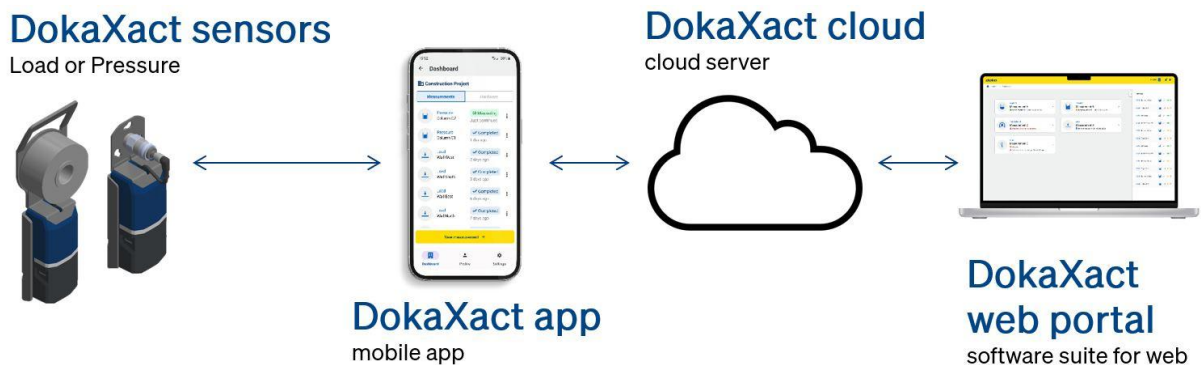
The respective product-specific terms only apply for those Digital Solutions that are covered by an Offer between Doka and Customer.

A. DokaXact

1. Description DokaXact

1.1. About DokaXact

DokaXact is a web or app-based application (collectively the "**Software Application**" or the "**Application**") that uses the Hardware provided (including load or pressure sensors) to measure the formwork load ("**Load**") or concrete pressure ("**Pressure**") in real time and provides the user with information about it.



1.2. Software Application and Hardware

The DokaXact hardware consists of measuring devices, in particular load and pressure sensors (collectively the "**Hardware**"). The Hardware can either be **rented or purchased** which will be specified in the Offer. Beyond the scope of the Offer, the Customer can purchase additional accessories (e.g., sensors, cables and batteries) on the basis of a separate offer.

Regardless of whether you choose the rental or purchase option, DokaXact includes the use of the Software Application as a web portal or mobile app, including data transfer between the Hardware and the Application and analysis of the data collected by the Hardware during the measurements. The technical data measured by the Hardware is transmitted via Bluetooth transfer to a mobile device of Customer and from that mobile device via mobile data transfer to a data centre used as an IoT platform and analysed with regard to formwork load and concrete pressure. The analysis of the data recorded by the individual Hardware devices during the measurement is made available in the Application. This data analysis is aimed exclusively at technical information related to the Customer's project.

No installation is required to use the web application on the Customer's internet-enabled devices. If the Customer decides to use the mobile app, installation via the application store of the respective operating system is required (e.g., Play Store, AppStore etc.) under the conditions of the respective provider. Please refer to the respective application store to find out whether a mobile app is available for a specific operating system.

The product also includes operating instructions on the operation and functionality of the Hardware and a user manual for the Application. These documents can be downloaded at any time from our website www.doka.com/DokaXact and from the web portal at <http://DokaXact.doka.com>.



2. General

- 2.1 In the rental option, DokaXact is an inseparable package product. Hardware and Software are therefore inseparable and are only offered together as a package. The Customer is not permitted to (partially) withdraw from the Contract with regard to only part of the product.
- 2.2 In the purchase option, DokaXact is a separable product and can therefore be offered either as a package or separately.
- 2.3 Doka makes no recommendations regarding concrete technique (e.g., instructions regarding the composition or mixing of concrete). Insofar as Doka (including its employees) makes recommendations in this respect, these recommendations are non-binding and no liability is accepted.

3. Prices

- 3.1. The prices stated in the Offer apply only to the products and quantities contained in the Offer. In the course of the project, it may become necessary to increase the quantity/units agreed in the Offer or to extend the rental period; in this case, invoicing shall be based on the quantities/units actually delivered or the actual rental period, whereby the Doka price list valid at the time shall apply to all items not specified in the Offer.
- 3.2. The purchase of accessories is subject to additional cost and an additional Offer. The purchase price will therefore be charged to the Customer separately, according to the current price list valid at the time of delivery.

4. Cooperation of the customer

- 4.1. **Hardware.** The Customer is responsible for the careful use of the Hardware, including:
 - a. Installation and removal of the sensors on or in the formwork.
 - b. Protection of the Hardware against heavy rain and other water ingress (e.g., when the formwork facing is resting on the floor)
- 4.2. **Software.** The Customer must enter data into the Application and carry out measurements autonomously.
- 4.3. **End devices.** The Customer must use suitable end devices:
 - a. Android smartphone model that is not older than three years and has access to the Google Play Store and a standard market data plan for downloads and installation of the DokaXact Mobile app.
 - b. A mobile charging station (e.g., battery power bank) is recommended for longer measurement processes.
- 4.4. The Customer must cooperate in accordance with Doka's written instructions (e.g., operating instructions, user manuals etc.). See among others which may be provided to Customer by Doka from time to time: <https://www.doka.com/DokaXact>

5. Utilisation of the services

- 5.1. The Customer can use the Application as a user interface for data input and output. All data in the Application is entered exclusively by the Customer. Doka shall only enter data into the Application for the Customer on the basis of an express instruction to do so in an Offer as a Professional Service which will be performed on-site and for the fee set forth in the Offer. Doka is not obliged to enter data or perform measurements remotely.
- 5.2. If the Customer wishes to save measurement results permanently, it must ensure at its own responsibility and expense that the data is exported in the manner offered in the Software and backed up separately. The Customer solely bears the risk of data loss; this also applies if data loss leads to delays in the project.
- 5.3. The Customer is solely responsible for the determination of the target values, the correct data entry and the correct utilisation of the services and bears the burden of proof with regard to these circumstances.

6. Scope of licence

- 6.1. **Licence period:** The customer has the right to use the Software to the following extent:
 - a. When renting Hardware: during the rental period of the Hardware, subject to applicable fees as set forth in the Offer and all other terms and conditions of the Contract;
 - b. When purchasing Hardware: for the duration of the Subscription in accordance with the Offer, provided the fee for the Subscription is paid and subject to all other terms and conditions of the Contract.
- 6.2. **Licence metrics**
Unless otherwise agreed in the Offer, the Customer must pay the monthly subscription per construction project for the entire licence period (see Section 6.1 above) in accordance with the current DokaXact price list. The licence fee must be paid monthly in advance.

7. Professional services and other services

- 7.1. **DokaXact Site Training.**
 - a. DokaXact Site Training is offered as a flat-rate service for up to four (4) hours. The following services are included in this flat rate:
 - Explanation of the properties and correct installation of DokaXact sensors



- Activation of the DokaXact sensors
 - Presentation of the mobile app and the web portal
 - Setting up the first measurement via the DokaXact app on the customer's smartphone
 - Web portal training (measurement, notification, reporting)
 - User-specific access to the web portal (administration and read authorisation)
- b. Other services are not included in this flat rate (e.g., travelling expenses to/from the site, daily allowances, accommodation and meals for Doka employees, other expenses in connection with DokaXact Site Training etc.), but will be invoiced at Doka's standard hourly rate.
- 7.2. **Transport services.** If explicitly stated in the Offer, the following transport services relating to the Hardware shall be provided to the extent specified in the Offer on the terms and conditions of a carrier to be determined by Doka at its own discretion. Doka shall make such terms and conditions available to the Customer free of charge on request:
- a. Standard delivery (903301000)
 - b. Express delivery (903304000)
 - c. Standard return delivery (904301000)

B. myDoka | myMaterial plus

1. End Devices

- 1.1. The use of the "myDoka | myMaterial plus" web application (software) requires that the Customer has web-enabled user devices with the following specifications:
- Desktop
 - ☐ Recommended network bandwidth Download: ≥ 2 Mbit/s
 - ☐ Supported browsers (<https://angular.io/guide/browser-support>):
 - Google Chrome: 2 latest versions
 - Microsoft Edge: 2 latest versions
 - Firefox: latest version and extended support version (ESR)
 - Safari: 2 latest versions
- 1.2. The sale or other provision of the necessary end devices is not part of the service offered by Doka. The Customer is solely responsible for procuring and maintaining the necessary end devices. Any liability of or claims against Doka resulting from the sale and/or use of these end devices are excluded.

2. Utilisation of the services

- 2.1. The customer can use the application as a user interface for data input and output. All data in the application is entered exclusively by the customer. Doka shall only enter data for the customer in the application on the basis of an express order for this in an offer as a professional service against payment on site. It is not intended that Doka enters data or perform measurements remotely.
- 2.2. If Doka offers a connection between the application and the online shop of Doka (or an affiliated company), the customer can only use this online shop if he also accepts the terms and conditions of the online shop and registers. The customer must grant his employees who fulfil orders via the online shop the necessary rights to do so. The customer must also ensure that he checks the correct acceptance and accuracy of the material list created with the application before placing a chargeable order in the online shop.
- 2.3. In the software, Authorised Users of the customer can share usage data marked in the software (e.g. plans, material lists) with other Authorised Users of the customer or with other customers. The provisions of this Agreement shall apply mutatis mutandis to all data transmitted or received (including the Customer's own control and quality assurance obligations and its responsibility for the legality of the data transmission).

3. Special provisions for the free version ("Free Version")

- 3.1. **Free Version – General:** The free version of myDoka is offered exclusively to entrepreneurs ("Customers"). Use by other persons (in particular consumers) is prohibited. Any natural person who registers for the Free Version must therefore have sufficient authorisation to complete the registration, use the application on behalf of the Customer and make declarations on the Customer's behalf. Doka reserves the right - but is not obliged - to make the conclusion of the contract dependent on the provision of appropriate proof of authorisation.



- 3.2. **Free Version – Contracting parties:** Even in the Free Version, the contract is concluded exclusively with the customer, i.e. with the (customer-) company and not with the individual end users. In each case, this is a mutually business-related transaction (B2B) to which the GTC-DS apply with the following stipulations:
 - these special provisions for the Free Version take precedence in the event of contradictions;
 - the provisions of the GTC-DS for Authorised Users shall apply mutatis mutandis to End Users;
 - Point of the GTC-DS ("Brands and Marketing") does not apply to the Free Version.
- 3.3. **Free Version – Restrictions on use:** Our software and our products require specialised knowledge, professional handling and suitable tools. Employees must always be supervised by suitably qualified staff when using the software.
- 3.4. **Free Version – Changes of the contract:** Use of the Free Version is granted on revocation at any time, and Doka also reserves the right to amend these special provisions for the Free Version at any time, provided that this does not introduce any obligation on the part of the customer to pay a fee or provide comparable services. The customer will be informed of these changes two weeks before they come into effect by means of a notification in the software or by separate e-mail. By continuing to use the software after two weeks from the date of notification, the customer agrees to the changes. As part of the notification of the change to the special provisions for the Free Version, the customer shall be expressly informed of the legal consequences of his behavior.
- 3.5. **Free Version – Exceptions to the licence:** Doka reserves the right to exclude certain modules of the software or applications relating to certain products from the authorisation of use at its sole discretion.
- 3.6. **Free Version – Exclusion of warranty and liability:** In the Free Version any warranty claims by the customer are excluded. Point 10 (warranty) and 11 (liability) of the GTC-DS shall apply to any liability for damages, with the proviso that any liability on the part of Doka shall be limited to the amount of \$500 USD.
- 3.7. **Free Version – Exclusion of services:** The application is made available free of charge. Unless otherwise agreed in writing, Doka does not owe the customer any installation services, technical support, maintenance measures or other additional services.
- 3.8. **Free Version – Cessation of services:** In the Free Version, Doka may terminate the provision of services at any time without giving reasons or observing deadlines. Doka will, however, inform the Customers of the planned complete or partial termination within a reasonable period of time. Immediate cessation of services or blocking of the customer's access without prior notice shall be deemed effective termination of the contract. The customer is therefore responsible for ensuring that all data stored in the software is backed up elsewhere. Any claims by the customer in connection with the termination of services by Doka are excluded.
- 3.9. **Free Version – Voluntary support services:** Doka reserves the right to provide voluntary assistance and support resources, for example for the purpose of installing and using the software, or to discontinue these again. The customer is not entitled to these voluntary support services or to any additional support or training.

4. Miscellaneous

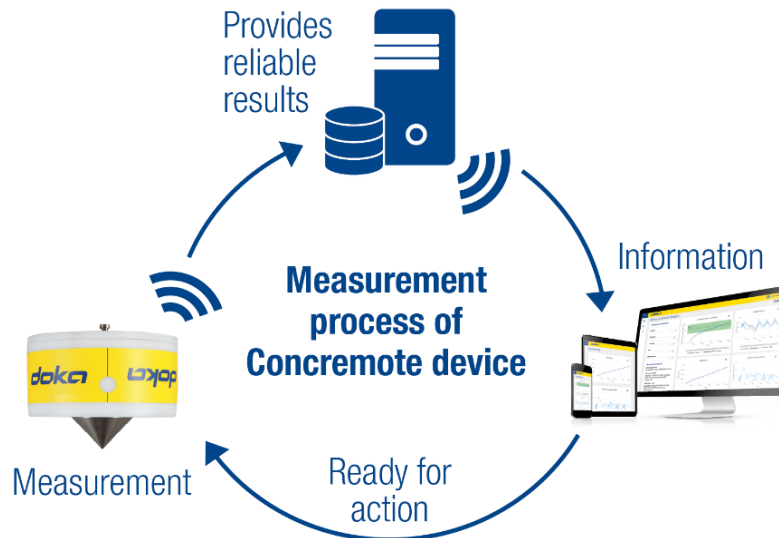
- 4.1. Subject to the fulfillment of all obligations under the Contract (in particular the payment of all license fees), Doka shall use commercially reasonable efforts to provide technical support and application support for the operation of the Software.
- 4.2. Doka makes no recommendations with regard to concrete technology or material planning. Insofar as Doka (including its employees) makes recommendations in this respect, these recommendations are non-binding and no liability is accepted.
- 4.3. The Customer can use the Software as a user interface for data input and output. All data in the Software is entered exclusively by the Customer. Doka shall only enter data into the Software for the Customer on the basis of an express order to do so in an offer as a Professional Service for a fee.
- 4.4. If the Customer wishes to save data from the Software permanently, it must ensure at its own responsibility and expense that the data is exported in the manner offered in the Software and backed up separately. The Customer alone bears the risk of data loss; this also applies if data loss leads to delays in the project.
- 4.5. The Customer is solely responsible for the correct entry of data and for the correct use of the services and bears the burden of proof with regard to these circumstances.
- 4.6. Doka reserves the right to carry out updates to the Software at any time, for which the Customer will not be charged a separate fee. However, the Customer has no right to demand that such updates be carried out; this is at Doka's sole discretion. In all other respects the rules of the GTC-DS on updates shall apply.
- 4.7. Even if an unlimited number of Authorized Users is agreed, the Customer is obliged to limit this to a number that is fair and reasonable under the circumstances. If a disproportionate number of profiles are created for Authorized Users (in particular if this involves an unreasonable burden for Doka), Doka may limit the number of profiles or charge an additional fee.

C. Concremote

1. Description Concremote

1.1. About Concremote

Concremote is a web or app-based application (collectively the "**Software**" or the "**Application**"), that uses the Hardware provided (including slab and cable sensors) to monitor the temperature or compressive strength (based on the maturity method) and provides the user with information about it.



1.2. Software and Hardware

As part of the Concremote system, we rent or sell measuring devices to our customers. These include slab sensors and/or cable sensors. In addition to the devices, we rent or sell our customers calibration boxes for calibrating the concrete mix designs used (the sensors and calibration boxes are hereinafter referred to collectively as "**Hardware**"). Each device has an individual serial number and an integrated GSM/GPS module, with which each device can be localized.

The Hardware can either be **rented or purchased**. In addition to the scope of the offer, the customer can purchase additional accessories (e.g. sensors, cables and batteries) on the basis of a separate offer.

Regardless of whether you choose the rental or purchase option, Concremote includes the use of the Software as a web portal or mobile app, including data transfer between the Hardware and the Application and analysis of the data collected by the Hardware during the measurements. The technical data measured by the Hardware is transferred directly from the sensors to the Concremote cloud and analyzed with regard to concrete strength. The analysis of the data recorded by the individual Hardware devices during the measurement is made available in the Application. This data analysis is aimed exclusively at technical information; personal data is not analyzed.

No installation is required to use the web application on the Customer's internet-enabled devices. If the Customer decides to use the mobile app, installation via the application store of the respective operating system is required (e.g., Play Store, AppStore etc.) under the conditions of the respective provider. Please refer to the respective application store to find out whether a mobile app is available for a specific operating system.

The product also includes operating instructions on the operation and functionality of the Hardware and a user manual for the Application. The documents listed above can be downloaded at any time from our website <https://www.doka.com/concremote> and from the web portal at <https://concremote.doka.com>.

2. General



- 2.1. In the rental option, Concremote is an inseparable package product. Hardware and Software are therefore inseparable and are only offered together as a package. The Customer is not permitted to (partially) withdraw from the Contract with regard to only part of the product.
- 2.2. In the purchase option, Concremote is a separable product and can therefore be offered either as a package or separately.
- 2.3. Doka makes no recommendations regarding concrete technique (e.g., instructions regarding the composition or mixing of concrete). Insofar as Doka (including its employees) makes recommendations in this respect, these recommendations are non-binding and no liability is accepted.

3. Prices

- 3.1. The prices stated in the Offer apply only to the products and quantities contained in the Offer. In the course of the project, it may become necessary to increase the quantity/units agreed in the Offer or to extend the rental period; in this case, invoicing shall be based on the quantities/units actually delivered or the actual rental period, whereby the Doka price list valid at the time shall apply to all items not specified in the Offer.
- 3.2. Any accessories are charged in USD/unit. The purchase of accessories is subject to an additional offer. The purchase price will therefore be charged to the Customer separately. In case of doubt, the prices according to the current price list valid at the time of delivery shall apply.



4. Cooperation of the customer

- 4.1. **Hardware:** The Customer is responsible for the careful use of the Hardware, e.g.:
 - a. Installation and removal of the sensors on or in the formwork.
 - b. Protection of Concremote Hardware against heavy rain and other water ingress (eg., when the formwork facing is resting on the floor)
- 4.2. **Software:** The Customer must enter data into the Application and carry out measurements autonomously.
- 4.3. **End devices:** The Customer must use suitable end devices:
 - a. Android or IOS smartphone model that is not older than three years and has access to the Google Play Store or Apple App Store and a standard market data plan for downloads and installation of the Concremote Mobile app.
 - b. A mobile charging station (e.g., battery power bank) is recommended for longer measurement processes.
- 4.4 The Customer must cooperate in accordance with Doka's written instructions (e.g., operating instructions, user manuals etc.). See among others: www.doka.com/concremote.

5. Utilisation of the services

- 5.1. Apart from the customer (and its Authorized Users), only Doka and its vicarious agents are granted read and write access to the web portal/app. If the calibration service (i.e., a "Professional Service" within the meaning of these PST Concremote; see point 7) is requested, the concrete laboratory technician shall be granted access. In this case, the concrete laboratory technician can only access the data relating to concrete (concrete details, calibration curve).
- 5.2. The data recorded by an individual device can only be stored on the device for the respective battery duration. If the data transfer to the Concremote cloud is interrupted, the customer must therefore restore the connection before the battery runs out. Otherwise, the data on the device that has not yet been transferred to the Concremote cloud will be lost. If the battery fails, all data stored on the device will be lost. In addition, the device will not store any further data. The customer is therefore responsible for ensuring, at their own expense, that the devices have sufficient battery capacity at all times.
- 5.3. Unless otherwise agreed, Doka will store the data transferred to the Concremote Cloud for a period of 7 years upon consent of the Customer. However, this data storage is exclusively for back-up purposes and without guarantee. Irrespective of the back-up storage, the customer shall therefore bear sole responsibility for separate data backup (e.g. through data export and local storage on customer devices) and the risk of data loss, in particular during data transfers, due to battery failure or other device errors and in the event of incomplete or expired cloud storage, at its own expense.
- 5.4. The results of the analysis are calculated values based on the measurement data stored by the devices and entered by the customer in the web portal/app at his own responsibility. The Customer is solely responsible for the determination of the target values, the correct data input, the correct calibration of the concrete (unless the calibration service is provided by Doka) and for the correct use of the devices and software and bears the burden of proof for these circumstances. When using Concremote, the customer must demonstrably comply with all specifications set out in the relevant technical standards and guidelines.
- 5.5. The customer must check the result of the analysis transmitted by Concremote without delay. If the customer discovers errors or incompleteness when checking the analysis result, he must inform our responsible Doka employee or technical support immediately in writing. It is the customer's responsibility to prove that it was not possible to detect the error or incompleteness at that time.

6. Scope of license

- 6.1. **License period:** The customer has the right to use the Software to the following extent:
 - a. When renting Hardware: during the rental period of the Hardware;
 - b. When purchasing Hardware: for the duration of the Subscription in accordance with the Offer, provided the fee for the Subscription is paid.
- 6.2. **License metrics:**



Unless otherwise agreed in the Offer, the customer owes the monthly licence fees per construction project in accordance with the current Concremote price list. The licence fee must be paid monthly in advance.

7. Professional services and other services

7.1. Concremote Site Training:

- a. Concremote Site Training is offered as a flat-rate service for the number of hours stated in the respective item. The following services are included in this flat rate:
 - Explanation of the properties and correct installation of Concremote sensors
 - Activation of the Concremote sensors
 - Presentation of the mobile app and the web portal
 - Setting up the first measurement via the Concremote app on the customer's smartphone
 - Web portal training (measurement, notification, reporting)
 - User-specific access to the web portal (administration and read authorisation)
- b. Other services are not included in this flat rate (e.g., travelling expenses to/from the site, daily allowances, accommodation and meals for Doka employees, other expenses in connection with Concremote Construction Site Training etc.), but will be invoiced at our standard hourly rate.

7.2. Calibration services:

For both the rental and the purchase option of the Concremote system, Doka offers on request the calibration of the concrete mix designs used as an optional service subject to additional charges (so-called Professional Service). This Professional Service is only available in certain countries.

- a. We organize and deliver the required calibration boxes and cover the costs for the calibration boxes and concrete test specimens (cubes or cylinders). The result is presented to the customer in the form of a calibration curve on the web portal and/or in the app.
- b. For this purpose, the customer must provide Doka with all information, e.g: Concrete manufacturer, concrete mixing plant, concrete recipes used, target value (strength), contact person at the concrete supplier.
- c. Any change to the composition, the manufacturer, the concrete mixing plant or the type of concrete after a calibration has been carried out by Doka is exclusively at the customer's own risk, and any liability on our part is excluded. The customer shall indemnify and hold Doka harmless against any claims for damages by third parties in this respect.

7.3. Transport services:

If explicitly stated in the Offer, the following transport services relating to the Hardware shall be provided to the extent specified in the Offer on the terms and conditions of a carrier to be determined by Doka at its own discretion. Doka shall make the relevant parts of the conditions available to the Customer free of charge on request:

- a. Standard delivery (903301000)
- b. Express delivery (903304000)
- c. Standard return delivery (904301000)



D. Planning software (incl. EFP)

1. Description of the planning software (service offer)

1.1 Web-based planning software (incl. Easy Formwork Planner)

Der Easy Formwork Planner („EFP“) is an application in the form of a web portal or mobile app for creating and managing formwork plans and material lists. In addition to the EFP (or as an add-on to it), Doka can also provide other web-based planning software (EFP and other planning software henceforth each referred to as **"planning software"** or **"application"**). This includes the use of the planning software as a web application or mobile app:

No installation is required for the use of the web application on the customer's internet-enabled devices.

If the customer decides to use the mobile app, installation is required via the application store of the respective operating system (e.g. Play Store, AppStore etc.) under the conditions of the respective provider. Please refer to the respective application store to find out whether a mobile app is available for a specific operating system.

1.2 On-Premise planning software

Certain planning software products (e.g., DokaCAD for AutoCAD, DokaCAD for Revit, Doka Formwork Design Suite, Tipos, etc.) are provided by Doka as an on-premise version for download (**"on-premise version"**). Special provisions that are only relevant for the on-premise version are shown separately below.

1.3 Free Version

Finally, planning software (web-based or on-premise) can also be offered as a free version (**"Free Version"**). In this respect, the special provisions for the Free Version (see point 7) take precedence over the other provisions in the event of contradictions.

1.4 User restrictions

Both the Free Version and the paid version are available exclusively to entrepreneurs and educational institutions. Use by other persons (in particular consumers) is prohibited. Use by educational institutions is also restricted to educational purposes.

2. General

- 2.1. If planning software that was initially provided as an on-premise version is (additionally or exclusively) offered by Doka as a web-based version, and if the customer uses the planning software as a web-based version, the provisions for web-based planning software shall apply. Parallel use of planning software in an on-premise version and a web version is only permitted if Doka expressly agrees to this.
- 2.2. Doka makes no recommendations regarding the results produced with the planning software (e.g. concerning formwork and concrete technology). Insofar as Doka (including its employees) makes recommendations in this respect, these recommendations are non-binding and no liability is accepted.
- 2.3. Doka reserves the right to provide operating instructions for the operation and functionality of the application (e.g. in the form of onboarding-tips in the web application). If such instructions are provided, they are binding for the customer.

3. Prices

- 3.1. The prices stated in the offer apply only for the number of Authorised Users. In the course of the project, it may become necessary to increase the quantities agreed in the offer or to extend the duration of the subscription; in this case, invoicing shall be based on the quantities/units actually delivered or the actual duration of the subscription, whereby the Doka price list valid at the time shall apply to all items not specified in the quotation.
- 3.2. Any accessories are charged in EUR/unit. The purchase of accessories is subject to an additional offer. The purchase price will therefore be charged to the customer separately. In case of doubt, the prices according to the current price list valid at the time of delivery shall apply.

4. Cooperation of the customer

- 4.1. **Software:** The customer must use suitable end devices:



- a. Android or iOS smartphone/tablet model that is not older than three years and has access to the Google Play Store or App Store and a standard market data plan for downloads and the installation of the mobile app.
 - b. Internet connection: The use of the web application requires a functioning and secure Internet connection. The customer can only use the web application if an Internet connection is available. If the mobile app is used without an Internet connection, essential functions are impaired (e.g. the customer has no access to their planning data).).
- 4.2. **System limitations:** It is the sole responsibility of the customer to acquire the necessary operating systems, licenses and software that enables the customer the lawful use of the planning software.

5. Utilisation of the services

- 5.1. The customer must make it clear that the results and documents generated with the planning software do not originate from Doka. The customer is not authorised to use Doka's letterhead in connection with such results and documents or in any other way without Doka's written consent. However, the customer must ensure that any labelling automatically generated by the planning software (e.g. "created by XY with the help of Doka EFP" etc.) is not removed from digital or physical copies.
- 5.2. The customer can use the application as a user interface for data input and output. All data in the application is entered exclusively by the customer. Doka shall only enter data for the customer in the application on the basis of an express order for this in an offer as a professional service against payment on site. It is not intended that Doka enters data or perform measurements remotely.
- 5.3. The customer is solely responsible for the determination of the target values, the correct data entry and the correct utilisation of the services and bears the burden of proof with regard to these circumstances.
- 5.4. If the customer wishes to save planning software results permanently, he must ensure at his own responsibility and expense that the data is exported in the manner offered in the planning software and backed up separately. The customer alone bears the risk of data loss; this also applies if data loss leads to delays in the project.
- 5.5. If Doka offers a connection between the application and the online shop of Doka (or an affiliated company), the customer can only use this online shop if he also accepts the terms and conditions of the online shop and registers. The customer must grant his employees who fulfil orders via the online shop the necessary rights to do so. The customer must also ensure that he checks the correct acceptance and accuracy of the material list created with the application before placing a chargeable order in the online shop. Alternatively, the customer can also send a material list generated by the planning software to the Doka sales team as part of an order enquiry.
- 5.6. The customer may only use the planning software offered by Doka for use with third-party software if he has acquired the necessary licences for the third-party software and this third-party software is compatible with the planning software offered by Doka. In the absence of a written assurance in the contract, Doka does not guarantee compatibility with a specific third-party software or a specific version thereof. Any liability of Doka for circumstances which fall within the sphere of the third-party software or its use by the customer is excluded.
- 5.7. In the planning software, Authorised Users of the customer can share usage data marked in the planning software (e.g. plans, material lists) with other Authorised Users of the customer or with other customers. The provisions of this Agreement shall apply mutatis mutandis to all data transmitted or received (including the Customer's own control and quality assurance obligations and its responsibility for the legality of the data transmission).

6. Scope of license

- 6.1. **Licence period:** The customer has the right to use the planning software in accordance with the contract for the duration of the subscription in accordance with the offer document, as long as the fee for the subscription is paid; this applies to both web-based and on-premise use.
- 6.2. **Licence metrics:** Unless otherwise agreed in the offer, the customer owes the monthly fees according to the number of Authorised Users in accordance with the current Doka price list. The licence fee is payable monthly in advance.
- 6.3. **Software copies of the on-premise version:** Unless otherwise agreed, the customer may use one copy of the planning software for one device as intended, while all other rights are reserved. When operating the planning software on a network server (or on another data processing device that can be used by several persons or machines), the customer must therefore acquire and assign a licence for each individual device that can access the planning software in this way. The only exception to this is the production of copies for backup purposes (backup copies), insofar as this is necessary for the use of the computer programme.



- 6.4. **Licence management for on-premise version:** The customer must introduce routine procedures and control functions to ensure that the number of devices permitted to access the planning software does not exceed the number of licences granted to the customer in the offer. On request, the customer shall enable Doka to check compliance with the scope of the licence and shall grant Doka insight into these procedures and functions for this purpose.

7. Special provisions for the free version ("Free Version")

- 7.1. **Free Version – General:** The free version of our planning software is offered for public access and/or download, whereby the free version is made available exclusively to entrepreneurs and educational institutions ("**Customers**"). Use by other persons (in particular consumers) is prohibited. Use by educational institutions is also restricted to educational purposes. Any natural person who registers for the Free Version must therefore have sufficient authorisation to complete the registration, use the application on behalf of the Customer and make declarations on the Customer's behalf. Doka reserves the right - but is not obliged - to make the conclusion of the contract dependent on the provision of appropriate proof of authorisation.
- 7.2. **Free Version – Trial periods.** With the exception of point 7.5 ("Amendments to the contract"), the special provisions of this section also apply mutatis mutandis during free trial periods within the framework of licences subject to a charge.
- 7.3. **Free Version – Contracting parties:** Even in the Free Version, the contract is concluded exclusively with the customer, i.e. with the (customer-) company or the authorised educational institution, and not with the individual end users. In each case, this is a mutually business-related transaction (B2B) to which the GTC-DS apply with the following stipulations:
- these special provisions for the Free Version take precedence in the event of contradictions;
 - the provisions of the GTC-DS for Authorised Users shall apply mutatis mutandis to End Users;
 - Point 4.8 of the GTC-DS ("Brands and Marketing") does not apply to the Free Version.
- 7.4. **Free Version – Restrictions on use:** Our software (e.g. the Easy Formwork Planner - EFP, as well as other planning software) and our products require specialised knowledge, professional handling and suitable tools. Employees and students must always be supervised by suitably qualified (teaching) staff when using the software. Use within educational institutions is also restricted to educational purposes; beyond these purposes, use of the planning software and the results generated with it within educational institutions is not permitted. In particular, the software and its results may not be used for personal use or for actual construction site use (e.g. execution/realisation of plans by students or teaching staff).
- 7.5. **Free Version – Changes of the contract:** Use of the Free Version is granted on revocation at any time, and Doka also reserves the right to amend these special provisions for the Free Version at any time, provided that this does not introduce any obligation on the part of the customer to pay a fee or provide comparable services. The customer will be informed of these changes two weeks before they come into effect by means of a notification in the planning software or by separate e-mail. By continuing to use the software after two weeks from the date of notification, the customer agrees to the changes. As part of the notification of the change to the special provisions for the Free Version, the customer shall be expressly informed of the legal consequences of his behaviour.
- 7.6. **Free Version – Exceptions to the licence:** Doka reserves the right to exclude certain modules of the software or applications relating to certain products from the authorisation of use at its sole discretion.
- 7.7. **Free Version – Exclusion of warranty and liability:** In the Free Version any warranty claims by the customer are excluded. Point 11.2 of the GTC-DS shall apply to any liability for damages, with the proviso that any liability on the part of Doka shall be limited to the amount of EUR 500.
- 7.8. **Free Version – Exclusion of services:** The application is made available for access/download free of charge. Unless otherwise agreed in writing, Doka does not owe the customer any installation services, technical support, maintenance measures or other additional services.
- 7.9. **Free Version – Cessation of services:** In the Free Version, Doka may terminate the provision of services at any time without giving reasons or observing deadlines. It also ends automatically if the customer uninstalls the planning software. Doka will, however, inform the Customers of the planned complete or partial termination within a reasonable period of time. Immediate cessation of services or blocking of the customer's access without prior notice shall be deemed effective termination of the contract. The customer is therefore responsible for ensuring that all data stored in the planning software is backed up elsewhere. Any claims by the customer in connection with the termination of services by Doka are excluded.
- 7.10. **Free Version – Voluntary support services:** Doka reserves the right to provide voluntary assistance and support resources, for example for the purpose of installing and using the planning software, or to discontinue these again. The customer is not entitled to these voluntary support services or to any additional support or training.



E. Doka 360

Product-specific terms for "Doka 360" (hereinafter referred to as "PST")

1. General

- 1.1 **Scope of application.** These PST shall apply to any use by Customer of Doka 360, whether paid or non-paid. These PST are incorporated into and made a part of the Contract. Capitalized terms that are not defined herein will have the meanings set forth in the Contract.
- 1.2 **Amendments regarding non-paid version.** Doka reserves the right to amend these PST at any time. The Customer will be informed of these changes at least two weeks before they enter into effect by means of a notification in Doka 360 or via separate e-mail or text message.
- 1.3 **Notices and in-app communications.** Doka may deliver contractual notices and information e.g. regarding the operation of Doka 360 (including maintenance advisories, security notices and feature information) to the Customer by in-app notifications in the Customer's account, via email or text message. Such notices shall be deemed received upon posting to the Customer account or sent to the provided email address or phone number. Planned maintenance shall be announced with reasonable notice; security-critical measures may be implemented without prior notice.
- 1.4 **Acceptance of PST at Online registration.** These PST are accepted and agreed to when the Customer registers for Doka 360. In order to complete registration, the Customer must acknowledge and agree to these PST in the manner specified by Doka (e.g. by clicking "I accept"). Doka is authorized to reject registrations without giving reasons.

2 Doka 360

- 2.1 **The web-based customer platform.** Doka 360 is an application available as a web portal, with the goal of potentially covering aspects of the Customer's formwork process. The actual features and functionality available may be subject to change.
- 2.2 **Supported platforms and browser.** www.doka.com/doka360-supportedbrowsers-EN, as updated by Doka from time to time.
- 2.3 **Doka 360 Functionalities.**
Use of certain Doka 360 functionality may require separate acceptance of additional terms and conditions.
 - 2.3.1 **Ordering.** Doka 360 may allow the Customer to place orders for materials through an integration with Doka's online shop (or an affiliated company's shop). Use of the online shop requires separate acceptance of the applicable shop terms and conditions.
 - 2.3.2 **Planning.** Doka 360 enables do-it-yourself planning of formwork components based on Customer plans for simple use cases, and 2) makes formwork plans available that the Customer has commissioned from Doka.
 - 2.3.3 **Real-time tracking.** Doka may provide the Customer with indicative (non-binding) estimations of transparency during the delivery and return of Doka material.
 - 2.3.4 **Material management.** This functionality allows Customer to optimize usage of material currently rented from Doka as well as to track material movements (e.g., deliveries from Doka; transfers of material between various Customer sites requested by Customer and confirmed by Doka; etc.) and manage, prepare, and monitor returns online. Customer acknowledges and agrees that certain functionalities provide estimates only; for example, when Customer uses the image-based counting tool, exact counts of materials cannot be determined until the materials are in Doka's possession and physically counted upon return.
 - 2.3.5 **Doka Sensor Technology.** Doka's sensor technology products used by the Customer (e.g., DokaXact, Concremote, etc.) may be linked, and certain functionalities may be made available via Doka 360.
- 2.4 **Prerequisites.** Use of Doka 360 as web application requires access via supported platform and browser, as listed under Section 2.2 above.
- 2.5 **Service exclusions.** Doka will not provide any installation services, technical support, maintenance measures or other additional services with respect to Doka 360 to the Customer, unless otherwise agreed in writing between Customer and Doka.



3 Right of Use

- 3.1 **Scope of License.** The Customer is granted a non-exclusive, non-transferable, non-sublicensable right to use Doka 360 for its internal business purposes, in accordance with the terms of the Contract.
- 3.2 **Licence period:** The Customer has the right to use Doka 360 as permitted in the Contract for the duration of the subscription specified in the Offer, subject to the payment of the licence fee, where applicable, also specified in the Offer.
- 3.3 **Licence metrics.** Unless otherwise agreed in the Offer or otherwise communicated by Doka that Doka 360 or certain functionality is being provided for free, the customer owes the monthly licence fees for paid versions of Doka 360 per construction project, per user, per company covered under an Enterprise License, or per another license metric determined in the subscription offer/during the subscription conclusion process for the entire licence period (see above) in accordance with the current Doka 360 price list. The licence fee must be paid monthly in advance.
- 3.4 **Instructions.** Doka reserves the right to provide operating instructions for the operation and functionality of Doka 360. If provided, e.g., user information, user manuals, or other documents provided via the help section, support section, or via notifications within the web application, such operating instructions are incorporated into the Contract and binding upon the Customer.
- 3.5 **Identity and access management.** Customer administrators manage user life-cycles (joiner/mover/leaver), assign and revoke permissions and review access rights at reasonable intervals. The Customer shall use appropriate security measures for access to Doka 360, including strong passwords and, where technically available, multi-factor authentication (MFA). Doka may prescribe reasonable minimum standards for authentication and password policies, e.g., directly via the Doka 360 web application. Access events may be logged and retained for a reasonable period for security and traceability. Customer is responsible for all access to and use (or mis-use) of Doka 360 made using its passwords or other access credentials.
- 3.6 **Sharing of data.** Various functionalities (e.g., administrator's rights to nominate new Authorized Users, etc.) may enable Authorised Users of the Customer in Doka 360 to share marked Usage Data with other Authorised Users of the Customer or with other customers. If Customer chooses to share Usage Data with other Authorised Users of the Customer or with other customers, Customer does so at its own risk and acknowledges and agrees that Doka has no control over, and Doka shall have no liability with respect to, how such Authorised Users or other customers use the Usage Data. The confidentiality, privacy or data security obligations set forth in the Contract do not apply to any use of such Usage Data by the Authorised Users or other customers with whom Customer has chosen to share it.

4 Cooperation Duties of the Customer

- 4.1 **Requirements.** The Customer must use suitable end devices for the use of Doka 360 that fulfil the Supported Platforms and Browsers requirements set forth under Section 2.2 above. More specific requirements issued by mobile, platform, or browser operators may apply. The use of Doka 360 as web application requires a functioning and secure internet connection. The Customer can only use the web application if an Internet connection is available.
- 4.2 **System restrictions.** It is the sole responsibility of the Customer to acquire the necessary operating systems, licenses and software that enable the Customer to use Doka 360 accordingly.

5 Data use

- 5.1 **Data input and losses.** The Customer is solely responsible for all data input into Doka 360. It is Customer's responsibility to input correct data. If the Customer wishes to save results from Doka 360 permanently, it is solely Customer's responsibility to export such data and back it up separately, at its own expense. The Customer alone bears the risk of data loss, and Doka accepts no liability for any loss or recovery of data.

6 Term and termination

- 6.1 **Term.** Customer's right to access and use Doka 360 commences upon acceptance of these PST and continues until terminated as set forth herein or in the Contract. Should the Customer subscribe for additional paid features of Doka 360, the contract shall be concluded for the period determined in the respective Offer and may only be terminated for cause under the Contract and the termination for convenience right under Section 6.2 below will not apply.



- 6.2 **Termination.** Unless otherwise agreed in the Offer, either party may terminate Customer's subscription to Doka 360, or an Offer for a specific feature of Doka 360, upon at least thirty (30) days prior written notice to the other party, for any or no reason. This in addition to any other termination rights that a party has under the Contract.

7 Limitations of Use and Miscellaneous

- 7.1 **Exclusions in case of unpaid version.** Doka retains absolute discretion regarding the development, modification, continuation or discontinuation of Doka 360, and shall have no liability whatsoever to the Customer or any third parties for such decisions. In general, however, any warranty claims, in particular regarding the accuracy, completeness, up-to-dateness or availability of Doka 360 or the information of the Customer contained therein, are excluded. In the absence of a guarantee of the availability of Doka 360, availability may therefore be restricted for certain reasons or temporarily discontinued at any time (see also "Cessation of services" under clause 7.3 below).
- 7.2 **Compliance with data protection provisions.** For avoidance of doubt, the parties acknowledge that for the purposes of processing of personal data collected through feedback, Doka shall be regarded as the Controller in accordance with the GDPR. Such processing of feedback shall not be construed as processing carried out by Doka on behalf of the Customer.
- 7.3 **Cessation of services.** If Doka 360 is provided free of charge, Doka may restrict or terminate Customer's access to and use of Doka 360 at any time upon notice to Customer, without liability. Customer's access to and use of Doka 360 also ends automatically when the Customer uninstalls Doka 360. Doka will, however, inform the Customer of the planned complete or partial termination in due time to allow the Customer to perform an appropriate data backup and to enable self-service export of data via available export functions before such termination takes effect. The Customer is therefore responsible for ensuring that all data stored in Doka 360 is secured by other means, and Doka will not have any liability or responsibility with respect to any such data. Any claims by the Customer in connection with the termination of services by Doka are excluded.
- 7.4 **Content restrictions.** Customers may, when using Doka 360, only provide content that does not violate applicable law, does not infringe third-party rights (in particular copyright, personality, or data protection rights). If the foregoing provisions are breached, Doka can take the following measures: deletion or blocking of individual content, temporary or permanent suspension of user accounts, where applicable. However, Doka does not, as a rule, actively monitor or review Customer content for violations of these content rules, whether manually or by automated means. Nevertheless, violations may come to Doka's attention by other means (e.g. through user reports or third-party notifications). The choice of measure depends on the nature, severity, and frequency of the breach. Users may submit complaints about decisions regarding such measures via support.doka360@doka.com.
- 7.5 **Evidence of electronic records.** The parties agree that electronic logs, log-files, timestamps and in-app confirmations generated by Doka 360 constitute suitable evidence of the documented events unless their inaccuracy is obvious. Simple electronic signatures and technical verification markers are sufficient as proof unless mandatory formal requirements provide otherwise.
- 7.6 **Third-party integrations.** Doka may make third-party services or integrations (e.g. identity providers/SSO) ("Third-Party Integrations") available for certain functionality of Doka 360. Doka does not assume any warranty or liability with respect to the availability, performance or otherwise with respect to any Third-Party Integrations. Customer will be required to enter into its own contractual relationships with the third-party providers of the Third-Party Integrations. Doka may modify or discontinue any Third-Party Integration at any time upon reasonable notice to Customer, unless security or legal requirements prevent such notice. The Customer is responsible for the management, security and lawfulness of its third-party accounts and licenses relating to such Third-Party Services, and will indemnify, defend and hold harmless Doka with respect to any claims brought against Doka by any third-party provider of Third-Party Integrations as a result of any act or omission of Customer. Doka will not have any responsibility or liability with respect to any Third-Party Integration.



III. DATA PROCESSING AGREEMENT

1. GENERAL

- 1.1. This Data Processing Agreement ("**DPA**") governs the rights and obligations of Doka as processor or a service provider, as applicable and the Customer as controller or business, as applicable, in the context of Processing Personal Data on behalf of the Customer.
- 1.2. This DPA applies to all activities in which Doka or its authorized subcontractors (sub-processors) process the Customer's Personal Data.

2. DEFINITIONS

- 2.1. "**Applicable Data Protection Laws**" means, as applicable, (i) State Data Protection Laws; (ii) European Data Protection Laws; and/or (iii) any other laws, rules, and regulations relating to the privacy, security, protection, and/or Processing of Personal Data, in each case as amended, superseded, or replaced.
- 2.2. "**Data Breach**" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data, as defined in Applicable Data Protection Laws.
- 2.3. "**Data Subject**" means any natural person who can be identified, directly or indirectly, by reference to that person's Personal Data including, as applicable, "**Consumers**" as defined under Applicable Data Protection Laws.
- 2.4. "**Data Subject Rights**" means certain rights granted to Data Subjects under Applicable Data Protection Laws regarding their own Personal Data which may include, but are not limited to, the right to: (i) know, access, delete, rectify or correct their Personal Data; (ii) limit, restrict, or object to certain Processing of their Personal Data; (iii) not be subject to automated decision-making; (iv) opt-out of the Sale or Sharing of their Personal Data; (v) opt-out of Processing their Personal Data for certain activities such as targeted advertising or profiling; or (vi) exercise any other rights granted to Data Subjects under Applicable Data Protection Laws.
- 2.5. "**DP Regulator**" means any local, state, provincial, national or multinational governmental or supervisory authority or regulatory body with competent jurisdiction to promulgate, administer, and/or enforce Applicable Data Protection Laws.
- 2.6. "**European Data Protection Law(s)**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) ("**EU GDPR**"); (ii) all laws relating to data protection, the Processing of personal data, privacy and/or electronic communications in force from time to time in the United Kingdom including the U.K. Data Protection Act 2018, Privacy and Electronic Communications (EC Directive) Regulations 2003 and the GDPR as saved into United Kingdom law by virtue of section 3 of the United Kingdom's European Union (Withdrawal) Act 2018 ("**UK GDPR**") (collectively with the EU GDPR, the "**GDPR**"); (iii) the EU e-Privacy Directive (2002/58/EC); (iv) any national data protection laws made under or pursuant to (i), (ii) or (iii); and (v) the Swiss Federal Data Protection Act ("**Swiss DPA**"), in each case as superseded, amended or replaced, provided that, in the event of a conflict in the meanings of defined terms in the European Data Protection Laws, the meaning from the law applicable to the location of the relevant Data Subject shall apply.
- 2.7. "**Personal Data**" or "**Personal Information**" means any information relating to an identified or identifiable natural person, or as otherwise defined in Applicable Data Protection Laws, that is Processed by or on behalf of Doka in connection with the Contract and this DPA.
- 2.8. "**State Data Protection Laws**" means, collectively, all U.S. state data protection laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the Processing of Personal Data related to Consumers and/or Households including, but not limited to, the following: (i) California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (California Civil Code §§ 1798.100 to 1798.199) ("**CPRA**"); (ii) Colorado Privacy Act (Colorado Rev. Stat. §§ 6-1-1301 to 6-1-1313) ("**ColoPA**"); (iii) Connecticut Personal Data Privacy and Online Monitoring Act (Public Act No. 22-15) ("**CPOMA**"); (iv) Utah Consumer Privacy Act (Utah Code Ann. §§ 13-61-101 to 13-61-404) ("**UCPA**"); and Virginia Consumer Data Protection Act (Virginia Code Ann. §§ 59.1-575 to 59.1-585) ("**VCDPA**"), in each case as superseded, amended, or replaced, provided that, in the event of a conflict or inconsistency in the meanings of defined terms in the State Data Protection Laws, the meaning from the



law applicable to the state of residence of the relevant Consumer, or the state where the relevant Household is located, shall apply.

- 2.9. The terms **Notice of Collection**, **Business**, **Service Provider**, **Contractor**, **Third Party**, **Controller**, **Processor**, **Sell**, and **Share** (capitalized or lowercase) have the meanings set forth in Applicable Data Protection Laws.

3. OBJECT AND CONTENT OF THE PROCESSING

- 3.1. The Processing is based on the Contract according to which Doka provides the Customer with certain services by means of a software application and/or a web portal and the related support services (e.g. "Professional Services such as support and maintenance, other services). In this context, Doka will process Personal Data of Authorized Users (usually employees of the Customer), as well as of any other persons involved in construction projects (employees of builders, subcontractors, architects, suppliers) and other groups of persons whom the Customer names to Doka or whose data the Customer uploads as controller, for the purpose of providing and rendering the Service.
- 3.2. The following data categories are processed on behalf of the controller: Name, contact data (such as e-mail address, telephone numbers, etc), contract data, login data (username and password), log data (date and time), selected operating device, company, affiliation and function in the company, location, role in the service, preferred language, vehicle registration number, logs (images), data when requesting support services (e.g. "tickets").
- 3.3. Data entered in the service for material management, the customer's construction projects and construction sites, measurement data, inventory data, material movement data, article master data, financial data, order data, are not covered by this GCU.
- 3.4. The purpose of the processing of personal data is the fulfilment of the activities that are specified as a service in the main contract or for which the customer has subsequently issued instructions to the processor.
- 3.5. The duration of processing is governed by the provisions of the Contract, whereby further obligations may arise from statutory provisions.

4. RIGHTS AND OBLIGATIONS OF THE PROCESSOR

- 4.1. Doka shall process the Personal Data only on the basis of the Contract, this DPA and the documented instructions of the Customer - including in relation to the transfer of Personal Data to a third country or an international organization - unless Doka is required to do so by Union or Member State law to which Doka is subject, in which case Doka shall notify the Customer of such legal requirements prior to processing, unless the law in question prohibits such notification on grounds of important public interest.
- 4.2. Doka guarantees that the persons authorized to Process the Personal Data have committed themselves to confidentiality or are subject to an appropriate statutory duty of confidentiality. Doka shall implement and maintain appropriate technical and organizational security measures to safeguard and preserve the security, integrity, and confidentiality of Personal Data in accordance with Applicable Data Protection Laws. At a minimum, Doka agrees to implement and maintain the security measures set forth in Annex to this DPA. These measures are subject to technical progress and the state of the art. Minor developments shall be made without agreement with the Customer.
- 4.3. The Customer authorizes Doka to use sub-processors (in particular IT service providers) in connection with Processing of Personal Data under this DPA. Doka shall ensure that the sub-processor enters into the same data protection obligations that are incumbent on Doka on the basis of this Contract. If the sub-processor fails to fulfil its data protection obligations, Doka shall be liable to the Customer for compliance with the obligations of the sub-processor.
- 4.4. The sub-processors posted on <https://www.doka.com/digital/sub-processors/> in particular are covered by the general authorization in accordance with Section 4.3.
- 4.5. Doka undertakes to only transfer Personal Data outside the European Economic Area if appropriate safeguards are in place to ensure compliance with Applicable Data Protection Laws (e.g. conclusion of standard contractual clauses or certification under the EU-US and/or Swiss-US Data Privacy Framework).



- 4.6. Doka shall notify the Customer at least seven (7) days prior to the engagement of a new or replacement of an existing sub-processor, whereby – at Doka's sole discretion – (i) an email to the Customer; or (ii) publication on the customer portal or the customer platform; or (iii) publication on <https://www.doka.com/digital/sub-processors/> shall be sufficient, and hereby grants the Customer the right to object to the engagement of a new or replacement of an existing sub-processor, provided that such sub-processor demonstrably fails to ensure the same or a reasonably comparable level of protection for the Processing of Personal Data. The Customer's objection shall constitute good cause for Doka to terminate the Contract within the meaning of the contractual terms. An objection by the Customer that does not fulfil the aforementioned requirements shall be irrelevant.
- 4.7. Given the nature of the processing, Doka shall, where possible, support the Customer with appropriate technical and organizational measures to comply with its obligation to respond to requests to exercise the Data Subject Rights. If the Data Subject contacts Doka directly, Doka will refer them to the Customer; provided that Doka is able to correlate the Data Subject with the Customer on the basis of the information provided by the Data Subject. Doka shall not be liable in cases where the Customer does not respond fully, correctly or in a timely manner to the Data Subject's request.
- 4.8. Doka shall completely anonymize or delete all Personal Data within a period of one hundred and eighty (180) days after completion of the provision of the Services, unless there is an obligation to store the Personal Data under any applicable law or the data is required for the assertion, exercise or defense of legal claims.
- 4.9. Prior to anonymization or erasure, the Customer may receive the Personal Data in a commonly used electronic format selected by Doka against reimbursement of reasonable costs.
- 4.10. To the extent Doka is required under Applicable Data Protection Laws, Doka will assist Customer to conduct a data protection impact assessment or equivalent and, where legally required, consult with applicable DP Regulators in respect of any proposed or modified Processing activity that presents a high risk to Data Subjects or requires such an assessment under Applicable Data Protection Laws.
- 4.11. Doka shall (i) notify Customer without undue delay after becoming aware of a Data Breach; (ii) investigate and undertake to remediate the Data Breach; and (iii) provide Customer with all reasonably requested information regarding the Data Breach, including any information necessary to comply with its notification and other obligations under Applicable Data Protection Laws.
- 4.12. Doka shall provide the Customer with all information necessary to demonstrate compliance with the obligations set out in this DPA and shall carry out checks in accordance with point 5.5 of this DPA and contribute to them. However, the Customer agrees that inspections pursuant to Section 5.5 may, at the discretion of Doka, be replaced by the provision of detailed documentation on the data protection and security measures implemented, relevant certifications or reports from external auditors.
- 4.13. Doka must inform the Customer immediately if it believes that a specific instruction from the Customer violates Applicable Data Protection Laws.
- 4.14. Doka shall not (i) Sell (as defined under Applicable Data Protection Laws) or Share (as defined under the CPRA) Personal Data, (ii) retain, use, or disclose Personal Data for any purpose other than for the specific purpose of performing and/or providing the Services specified in the Contract; (iii) retain, use, or disclose Personal Data outside of the direct business relationship between the Parties; and (iv) combining Personal Data with Personal Data obtained from, or on behalf of, sources other than Customer (unless specific statutory or regulatory exceptions apply to Section 4.14 (iv)). The Parties acknowledge and agree that the transfer and/or exchange of the Personal Data between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Contract or this DPA.

5. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

- 5.1. The Customer shall be solely responsible for assessing the permissibility of the commissioned Processing and for safeguarding the rights of Data Subjects and for the necessary notifications to Doka. The Customer shall inform Doka of the contact point for all questions arising from or in connection with this DPA.



- 5.2. The Customer shall issue all orders, partial orders or instructions that deviate from or supplement the Contract in writing. In urgent cases, instructions may be issued verbally. The Customer shall confirm such instructions in writing without delay.
- 5.3. The Customer shall inform Doka immediately if it discovers errors or irregularities in the examination of the order results.
- 5.4. The Customer shall not Process any special categories of Personal Data without the written consent of Doka. The Customer shall not Process any Personal Data of persons under the age of 14.
- 5.5. Subject to Section 4.12 of this DPA, the Customer shall be entitled to inspect compliance with the obligations set out in this DPA itself or through third parties contractually or legally bound to confidentiality, provided that they are not competitors of Doka and its affiliated companies, on site. The Customer or a third party authorized by the Customer shall comply with Doka's internal security requirements (in particular in accordance with the applicable security and IT guidelines) as part of such checks. Due to confidentiality or security requirements, on-site controls of certain environments and information (e.g. due to jeopardizing the rights of third parties or to protect business secrets) may be restricted to the extent necessary. Environments that are irrelevant to the obligations set out in this DPA are expressly excluded from the Customer's right of inspection.
- 5.6. The Customer shall bear the costs of this audit. Inspections must be carried out without disrupting business operations and during general business hours. Unless otherwise indicated for urgent reasons to be documented by the Customer, inspections shall take place after reasonable advance notice (of at least 30 working days), if possible over a maximum of one day according to a mutually agreed schedule that minimizes the impact of the audit on Doka's operations, and no more frequently than every 12 months.

6. FINAL PROVISIONS

- 6.1. Amendments and supplements to this DPA must be made in writing and must be expressly labelled as such.
- 6.2. Should individual provisions of this DPA be invalid or unenforceable or subsequently become invalid or unenforceable, this shall not affect the validity of the remainder of the DPA. The parties undertake to replace such a provision with a valid one.
- 6.3. Any limitations and exclusions of liability or damages set out in the Contract shall apply to and limit Doka's liability to the Customer arising directly or indirectly out of or in connection with a breach of this DPA and/or the Applicable Data Protection Laws by Doka for which Doka is responsible under this DPA unless (i) a court of competent jurisdiction determines otherwise pursuant to a final, non-appealable judgement, or (ii) such limitations as set forth in the Contract are otherwise prohibited under the Applicable Data Protection Laws.
- 6.4. To the extent required by Applicable Data Protection Laws, this DPA shall be governed by the law of the applicable jurisdiction. In all other cases, this DPA shall be governed by the law of the same jurisdiction as the Contract.

Annex

Technical and Organizational Measures

Confidentiality

a) Entry Control

The following implemented measures prevent unauthorized persons from gaining access to data processing facilities:

	implemented
Entry control system, card reader (magnetic/chip card)	☐
Door security (electric door opener, number lock, etc.)	☐
Security doors / windows	☐
Fence systems	☐
Key management, documentation of key allocation	☐

plant security, porter, security service	☐
Alarm system	☐
Special protection measures for the storage of backups and/or other data carriers	☐
Non-reversible destruction of data media	☐
Employee and authorization badges	☐
Lockable sections	☐
Visitor regulations (e.g., pick-up at reception, documentation of visiting hours, visitor badge, escort after visit to exit)	☐

b) Access Control

The following implemented measures prevent unauthorized persons from accessing data processing systems:

	implemented
Personal and individual user log-in when logging on to the system or company network	☐
Authorization process for access permissions	☐
Limitation of authorized users	☐
Single sign-on	☐
Password policy (specification of password parameters in terms of complexity and update interval, password history)	☐
Electronic documentation of passwords and protection of this documentation against unauthorized access	☐
Logging of access to the system	☐
Additional system log-in for certain applications	☐
Automatic locking of clients after a certain period of time without user activity (also password-protected screen saver or automatic pause)	☐
Up-to-date firewall	☐
Up-to-date antivirus software	☐

c) Access Control

The following implemented measures ensure that unauthorized persons do not have access to personal data:

	implemented
Central administration and documentation of authorizations	☐
Conclusion of contracts for commissioned data processing for the external maintenance of data processing systems, provided that remote maintenance involves the processing of PII, i.e., the handling of personal data, as part of the service	☐
Authorization process for permissions	☐
Authorization routines	☐
Profiles/roles	☐
Encryption of hard disks and/or laptops	☐
Segregation of Duties process	☐
Non-reversible deletion of data media	☐
Privacy screens for mobile data processing systems	☐
Patch management	☐

d) Separation Control

The following measures ensure that personal data collected for different purposes are processed separately.

	implemented
Storage of data records in separate databases	☐
Processing on separate systems	☐
Access authorizations according to functional responsibility	☐
Multi-client capability of IT systems	☐
Use of test data	☐
Separation of development and production environment	☐
Authorization concept	☐
Network segmentation	☐

Integrity

a) Disclosure Control

It is ensured that personal data cannot be read, copied, modified or removed without authorization during transmission or storage on data carriers and that it is possible to verify which persons or bodies have received personal data. The following measures are implemented to ensure this:

	implemented
Encryption of the storage medium of laptops	☐
Secured file transfer (Collaboration, Sharepoint)	☐
Secured data transport (e.g., TLS)	☐
Electronic signature	☐
Secured WLAN	☐
Regulation for handling mobile storage media (e.g., laptops, USB stick, cell phone)	☐
Tunneled remote data connections (VPN = Virtual Private Network)	☐
Data classification	☐

b) Input Control

The following measures ensure that it is possible to check who has processed personal data in data processing systems and at what time:

	implemented
Access rights	☐
Document Management System (DMS) with change history	☐
Functional responsibilities, organizationally defined responsibilities	☐

Availability and resilience

Availability control and resilience control

The following measures ensure that personal data is protected against accidental destruction or loss and is always available to the client:

	implemented
Established backup procedure	☐
Storage process for backups (e.g., fire-protected safe, separate fire compartment).	☐
Ensuring data storage in the secured network	☐
Installing security updates as needed	☐
Mirroring of hard disks	☐
Installation of an uninterruptible power supply (UPS)	☐
Suitable archiving space for paper documents	☐
Fire and/or extinguishing water protection of the server room	☐
Fire and/or extinguishing water protection of the archiving rooms	☐
Air-conditioned server room	☐
Virus protection	☐
Firewall	☐
Redundant, locally separated data storage (offsite storage)	☐
Monitoring of all relevant servers	☐
Backup data center	☐
Critical components are redundant	☐

Procedures for periodic review, assessment, and evaluation

a) Data protection management

The following measures are intended to ensure that an organization that meets the basic requirements of data protection law is in place:

	implemented
Data protection policy (protection of PII)	☐
Establishment of a data protection committee	☐



Obligation of employees to maintain data secrecy	☐
Keeping an overview of processing activities (Art. 30 GDPR)	☐
Software solution for data protection management in use	☐
Certification according to ISO 9001	☐
Standardized process for handling information requests and other data subject rights	☐
Central documentation of all procedures and regulations for data protection with access for employees according to authorization	☐

b) Incident Response Management

The following measures are intended to ensure that notification processes are triggered in the event of data protection breaches:

	implemented
Notification process for data protection violations according to para. 4 No. 12 GDPR regarding the supervisory authorities (Art. 33 GDPR)	☐
Notification process for data protection violations according to para. 4 No. 12 GDPR regarding the data subjects (Art. 34 GDPR)	☐
Documented procedure for handling security incidents	☐

c) Privacy-friendly default settings

The default settings must be considered both in the standardized default settings of systems and apps and in the setup of data processing procedures. In this phase, functions and rights are configured in concrete terms, the permissibility or impermissibility of certain inputs or input options (e.g., free texts) is defined with regard to data minimization, and decisions are made about the availability of usage functions (e.g., with regard to the scope of processing). Likewise, the type and scope of the personal reference or the anonymization (e.g., in the case of selection, export and evaluation functions, which can be specified and made available by default or freely configurable) or the availability of certain processing functions, logging, etc. are also specified.

	implemented
Marking input fields in online forms as mandatory fields only if absolutely necessary for the further process.	☐
Simple exercise of the right of withdrawal through technical measures (e-mail footer).	☐

d) Order control

The following measures ensure that personal data can only be processed in accordance with instructions.

	implemented
Agreement on commissioned processing with regulations on the rights and obligations of the contractor and client	☐
Designation of contact persons and/or responsible employees	☐
Written data protection briefing for all employees with access rights	☐
Obligation of all employees authorized to access data to maintain data secrecy.	☐



IV. GENERAL TERMS AND CONDITIONS DIGITAL SOLUTIONS

1. General

- 1.1. Scope of application.** The General Terms and Conditions Doka Digital Solutions ("**GTC-DS**") apply to all Offers and, together with all other terms of the Contract, supersede and replace all prior representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. Any contractual terms and conditions of the Customer (e.g., Customer's own general terms and conditions or purchase terms) are excluded, even without separate objection by Doka.
- 1.2. Deviations.** Ancillary agreements, additions or deviations from these GTC-DS (including deviations from their formality requirements) require the explicit written consent of each party.
- 1.3. Amendments to the T&C.** Doka may amend the GTC-DS unilaterally from time to time, upon written notice to the Customer. If the Customer does not object to them in writing to the Doka contact person named in the Offer within four (4) weeks of receipt of the amendment notification, or if the Customer continues to use the Services or makes payments after expiry of the objection period, the amendments will take effect on expiry of the objection period. Mere non-use does not constitute an objection to the amendment notification. In the event of an objection, Doka is entitled to terminate the contractual relationship with the Customer. Termination by Doka shall take effect two (2) weeks after the notification of termination by Doka following an objection by the Customer. Alternatively, Doka has the option, in its sole discretion, of continuing to provide the Services to the Customer under the previous GTC-DS.
- 1.4. Correction and legal requirements.** The described objection procedure does not apply to the mere correction of spelling, typing or calculation errors or in the case of changes to the GTC-DS due to mandatory legal requirements; in these cases, the changes will take effect within two (2) weeks of the amendment notification.

2. Conclusion of contract

- 2.1. Offers.** Offers from Doka are non-binding, unless signed by both parties. Offers and project documents may not be reproduced or made accessible to third parties. They may be reclaimed at any time and must be returned to Doka immediately if no contract is concluded.
- 2.2. Cost estimates.** In case of doubt, cost estimates and quotations are subject to a fee and are non-binding and without guarantee. In particular, no liability is accepted for their accuracy and completeness.
- 2.3. Contract.** The contract shall be deemed to have been concluded when, following receipt of an Offer prepared by Doka for the Customer and signed by the Customer, (a) Doka accepts it in writing or (b) Doka makes a delivery or (c) Doka otherwise begins to provide the Services (e.g., provision of access authorisation etc.). These GTC-DS, the Product Specific Terms set forth in Section II above, the Data Processing Agreement set forth in Section III above, the Offer including its attachments, and (if applicable) any other explicitly incorporated to any of the foregoing by reference together form the "**Contract**". Alternatively, Doka may specify certain Digital Solutions for which the contract can be accepted via "click-through" during an online registration process.
- 2.4. Order of precedence:** In the event of contradictions, the following hierarchy of application shall apply:
- (i) Offer (including attachments);
 - (ii) Product-Specific Terms;
 - (iii) Data Processing Agreement;
 - (iv) these GTC-DS;
 - (v) any other applicable terms and conditions of Doka (e.g., the GTC-Sale or GTC-Rental).
- 2.5. Costs.** The Parties shall each bear their own costs associated with the establishment, negotiation, and execution of the Contract.
- 2.6. Power of representation.** Doka is not obliged to check the powers of representation of the persons acting on behalf of the Customer and legitimately relies on the sufficient authorisation of these persons. Customer hereby warrants and represents that the persons acting on its behalf in connection with the negotiation of the Contract and the signatories to the Offer and/or any other components of the Contract are authorized representatives of Customer with the authority to legally bind the Customer.
- ##### 3. Scope of services and obligations
- 3.1. Scope of Services.** The nature and scope of the Services owed by Doka are set out in the Offer, including the Service descriptions and annexes attached thereto. Other services beyond those specified in the Offer are not owed and will only be provided if agreed separately between the Parties and at an additional cost. If Doka occasionally provides services or support activities that go beyond the Offer, Doka may discontinue these at any time without prior notice.
- 3.2. Performance elements.** The Services are standardised products offered by Doka to a large number of customers; no warranty or liability is therefore accepted with regard to the suitability of the Services for specific requirements or purposes of the Customer. No warranty claims can be derived or liability established from



information in catalogues, brochures, websites, advertising material and written or verbal statements that have not been included in the Contract.

- 3.3. Changes in performance.** Doka is entitled at its own discretion (a) to change or replace the employees, equipment and (third-party) components used to provide the Services, provided that this does not result in any material impairment of quality or functionality; and (b) to make unilateral adjustments to the Services, provided that these are customary in the trade, required by law or reasonable taking into account the interests of the Customer.
- 3.4. Responsibility of the Customer.** The Customer is solely responsible for all use of the Services in its sphere (including by its employees, contractors or Authorised Users, as well as by Third Parties who gain unauthorised access due to a breach of the Customer's obligations) and shall indemnify, defend and hold Doka harmless in this respect. In particular, the Customer is responsible for and shall ensure that, when using the Services, (a) the law, the Contract and any operating instructions, training courses and other instructions provided by Doka (e.g., in the relevant Digital Solution) are complied with; (b) no unauthorised access or use takes place and the confidentiality and security of access data (e.g., user ID(s) and passwords) are maintained and any security standards of Doka (e.g., password rules) are complied with; (c) the collection and processing of personal data is carried out in accordance with the applicable personality rights and data protection laws (incl. GDPR); (d) no protected Third-Party content (e.g., trade secrets or intellectual property rights) is collected or processed without authorisation; (e) only lawful and correct data of appropriate quality is collected and processed; and (f) the Services are only used together with compatible and permitted Third-Party components. If the Customer becomes aware of a breach of any of the above conditions, it must notify Doka immediately and provide all necessary assistance to clarify and remedy the situation.
- 3.5. Cooperation of the Customer.** The Customer is further obliged to take all necessary and reasonable measures and to provide respective contributions (e.g., provision of materials, material samples, etc.) and information so that Doka can perform the Services in accordance with the law and the Contract and to prevent avoidable damage or other disadvantages for Doka and other customers of Digital Solutions. This also includes the obligation to check the functioning of the Hardware and Software before use, to report any errors that occur without delay and to reasonably support Doka in investigating and rectifying errors (if necessary, including the enablement of remote access). Should the Customer fail to cooperate in accordance with this provision, the Customer shall be liable for all resulting damages; Doka shall also be entitled to make appropriate replacements at the Customer's expense. The Customer is responsible for providing the technical equipment required (laptop, PC, Bluetooth and internet-capable mobile devices etc.) as well as a functioning and secure Internet connection for using the Digital Solutions (incl. web portal / app).
- 3.6. Customer decisions.** The Services are intended merely as guidance for the realisation of construction projects, and Doka accepts no responsibility for the accuracy and suitability of the information provided for the Customer's purposes. The Services do not replace any independent calculation and decision-making process of the Customer, and the Customer warrants, acknowledges and agrees that project decisions are not made solely on the basis of the Services and are subject to human review and involvement. The Services are provided as a convenience and not as a substitute for human review and involvement in the process. The Customer utilises the Services and all information supplied (including information on formwork load, concrete pressure, concrete strength etc.) at its own risk.
- 3.7. Instructions.** The Customer may only use the Services in accordance with the technical or other instructions provided by Doka (e.g., operating instructions, user manuals, drawings, training courses, instructions etc.), otherwise any warranty claims or claims for damages by the Customer are excluded. Any technical or other advice given by Doka employees shall be limited to the explanation of Doka's written instructions. Doka shall not have any liability for information provided by its employees that goes beyond the written instructions or that deviates from them.
- 3.8. Suspension of the Services.** Any use of the Services in breach of law or Contract which, in Doka's judgement, jeopardises the security, integrity or availability of the Services shall entitle Doka to suspend the Services without prior notice. Doka will, however, use reasonable endeavours under the circumstances to notify the Customer in advance and give the opportunity to rectify the situation in question.
- 3.9. Audits.** Doka reserves the right to verify that the Services are being used in accordance with the law and the Contract by the Customer, or to have this verified by qualified Third Parties ("**Audit**"). Audits shall be announced in writing fourteen (14) days in advance – except in cases of imminent danger – and shall generally take place during the Customer's regular business hours. The Customer is obliged to provide all necessary support and to grant sufficient access to its relevant documents, business premises and IT systems. Doka shall bear the costs of the Audit, unless the Audit reveals material breaches of Contract by the Customer, in which case the Customer shall reimburse the costs in full.
- 3.10. Third-Party services.** Doka is authorised to use Third Parties as service providers for parts of the Service, e.g., for transport services etc. If the Offer specifies Third-Party services which Doka does not provide itself, these shall be provided in accordance with the terms and conditions of the service provider selected by Doka. The Customer accepts that Doka provides no further guarantees and that any limitations and exclusions of liability on the part of the service provider shall apply to the Customer the same as they do to Doka.



4. Ownership of rights

- 4.1. Authorisation of use.** Subject to the Customer's fulfilment of its contractual obligations, Doka grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable authorisation to use the Services solely for the Customer's internal use (referred to in the Offer as "**Subscription**"). This authorisation is limited to the duration of the Subscription and to the Customer's country of domicile, each as specified in the Offer. If the Services are ordered for a specific construction project in accordance with the Offer (or other individual contractual agreement), this authorisation is also limited to the specified construction project specified in the Offer. If Hardware is supplied, the use of the Services is limited to the supplied Hardware (or any replacement equipment supplied by Doka).
- 4.2. Rights reserved.** All other rights remain with Doka. The Customer therefore acquires no rights (in particular no intellectual property rights) in the Services beyond the permitted use in accordance with section 4.1.
- 4.3. Prohibited use.** Notwithstanding mandatory statutory provisions, the Customer may therefore in particular not carry out the following actions itself or authorise Third Parties to do so: (a) transfer, assign or sub-licence rights under the Contract to Third Parties (including affiliated companies); (b) reproduce, edit or create derivative works from the Services; (c) reverse engineer, decompile, decode, decrypt, disassemble or otherwise attempt to derive the basis of the Services (including source codes); (d) transfer, licence, lend, pledge, sell or otherwise make the Services available to Third Parties; (e) use Services that, according to the Offer, are intended for specific Hardware (or replacement Hardware pursuant to section 4.1 of these GTC-DS), regardless of whether physically or virtually, on another device or hardware; or (f) remove, modify or suppress product labelling, references to intellectual property rights or other affixed labels.
- 4.4. Indemnification by Doka.** Doka shall indemnify, defend and hold Customer harmless in respect of claims by Third Parties for alleged infringements of intellectual property rights by the Services, provided that such claims are not based on the actions or omissions of the Customer, in particular the following: (a) specifications of the Services requested by the Customer (e.g., the Customer's design specifications, drawings, models etc.); (b) use of the Services contrary to instructions or their intended use; or (c) failure by Customer to maintain or update the Services. In the event of a Third Party asserting an infringement of intellectual property rights, Doka is entitled at its own discretion (a) to modify the affected parts of the Services or replace them with functionally equivalent components; (b) to acquire the necessary rights from the Third Party; or (c) to terminate the Contract and refund any prepaid fees. In this case, Doka is also entitled to suspend the Services immediately until a decision has been made on the course of action.
- 4.5. Indemnification by Customer.** The Customer shall indemnify, defend and hold Doka harmless in respect of claims by Third Parties for alleged infringements of intellectual property rights, insofar as these are based on the actions or omissions of the Customer, in particular the following: (a) specifications of the Services requested by the Customer (e.g., the Customer's design specifications, drawings, models etc.); (b) use of the Services contrary to instructions or their intended use or in combination with technology not provided by Doka; (c) failure by Customer to maintain or update the Services; or Customer's material breach of this Contract which gave rise to the claim against the Customer.
- 4.6. Customer feedback.** Insofar as the Customer communicates comments, ideas, suggestions for changes or other feedback regarding the Services ("**Customer Feedback**"), the Customer grants Doka the perpetual, irrevocable, royalty-free right to use and freely exploit the Customer Feedback commercially and otherwise, without any restrictions in terms of time, place or subject matter and without providing any compensation or attribution to Customer or any Third Party.
- 4.7. Authorised use of Usage Data.** Doka shall be entitled to use the Usage Data (excluding any of Customer's proprietary or confidential data that may be included therein) for the purpose of further developing existing products and services as well as developing new products and services without restriction in terms of subject matter, time or place (including by means of automated data analysis, statistical compilation or comparison with Usage Data of other customers); Usage Data shall only be transmitted by Doka to Third Parties in aggregated and anonymized form. This non-exclusive right of use includes the right to modify, transfer and sub-licence and is fully compensated with the initial provision of the Services. The Customer warrants that the Usage Data is free of Third-Party rights conflicting with this section 4.7 and shall indemnify, defend and hold Doka harmless in this respect.
- 4.8. Trademarks and Marketing.** Trademarks, trade names, corporate designations, company names and logos of Doka or the Customer, whether registered or not ("**Trademarks**"), are the sole and exclusive property of the respective Party, which holds all rights, titles and interests therein. Doka may use Trademarks of the Customer free of charge for the provision of the Services (e.g., customised design of the user interface) as well as for its own marketing purposes (e.g., in product descriptions, Customer lists, websites, press releases, social networks and other channels). Doka will comply with the guidelines for the appropriate use of the Customer's Trademarks, provided that these have been communicated to Doka in writing.

5. Delivery

- 5.1. Delivery date.** Doka shall endeavour to meet the agreed deadlines set forth in the Offer as precisely as possible. If the delivery date set forth in the Offer is delayed by more than three (3) weeks, the Customer may withdraw from the Contract by setting a grace period of at least fourteen (14) days, unless the delay is due to circumstances within the Customer's sphere of responsibility or Force Majeure. A partial delay on the part of Doka does not entitle the Customer to a partial cancellation of the Contract. Any further claims of the Customer in connection with its cancellation under this section 5.1 are excluded.



- 5.2. Force Majeure.** In the event of Force Majeure events in the sphere of Doka or its suppliers which prevent timely delivery, Doka shall be entitled to a reasonable extension of the delivery period or postponement of the delivery date. In this case, the Customer shall have no claims for performance, damages and/or cancellation and the timeframe for Doka's performance shall be extended accordingly.
- 5.3. Customer information and support.** The Customer shall bear the sole risk for any delay in delivery or any increase in cost caused by (a) any incorrect, incomplete or otherwise inadequate information provided by the Customer; (b) the Customer's refusal or inability to provide reasonable assistance and cooperation; or (c) any other breach of the Customer's obligations under the Contract.
- 5.4. Partial delivery.** The Customer is obliged to accept and pay for partial deliveries from Doka. If delivery on call has been agreed, the call option shall be deemed to have been used no later than one (1) month after provision of the Services.
- 5.5. Default of payment.** Doka shall not be obliged to make any further deliveries or provide any further Services while the Customer is in default of payment of invoice amounts or interest due.
- 5.6. Approvals.** Necessary authorisations, approvals or certifications by Third Parties, including, without limitation, governmental approvals and approvals from general contractors (collectively, "**Approvals**") must be obtained by the Customer. If such Approvals or actions are not obtained in due time, the delivery period shall be extended accordingly.
- 6. Fees and terms of payment**
- 6.1. Fees.** The scope of Services, fee and payment method are specified in the Offer. In case of doubt, all charges shown are net prices (i.e., excluding taxes, fees and other charges) and deliveries "ex works" (EXW according to INCOTERMS® 2020) of the Doka branch notified to the Customer (i.e., excluding shipping, import licences, customs duties, insurance etc.). All associated costs and expenses (including interest, currency conversion losses and collection and discount charges) shall be borne by the Customer.
- 6.2. Prices.** Prices quoted in the Offer apply only to the products, services and quantities contained in the Offer. In the course of detailed project planning, there may be changes in the quantities and thus in the final price, and the parties will agree in writing (either in an additional Offer or in a change order to the existing Offer) on such change in quantities and price. Invoicing shall be based on the quantities actually delivered, the actual rental period or the Doka Solutions Services actually rendered.
- 6.3. Invoices.** Unless otherwise agreed in individual contracts, charges are due for payment in US Dollars without any deductions within fourteen (14) days of the invoice date. Doka may send invoices electronically, including by e-mail or by uploading them to the subject software service.
- 6.4. Payments.** A payment shall be deemed to have been made on the day on which Doka can dispose of it. In the case of bank transfers, the Customer shall bear the risk of loss or delay, irrespective of fault. Payments shall only discharge the debt if they are made to the Doka payment recipient specified in the invoice.
- 6.5. Default of payment.** In the event of late payment, the Customer shall pay interest on arrears at a rate equal to the lesser of 12% per calendar month, or the maximum amount allowed under applicable law, irrespective of fault. The Customer shall also reimburse Doka for all collection expenses (e.g., costs of investigation, reminders, debt collection and judicial enforcement) including any legal fees. If special conditions (e.g., discounts for cash, or rebates) have been granted, these shall lapse in the event of default. The possibility of asserting further claims for damages remains unaffected. If the delay in payment lasts for more than seven (7) days, Doka shall also be entitled to suspend further provision of the Services until all amounts due have been paid in full; the Customer's contractual obligations (including their payment obligation) shall remain unaffected by such a suspension.
- 6.6. Retention, set-off and assignment.** Payments to Doka may not be withheld or offset because of (alleged) late, incomplete or otherwise defective performance or other counterclaims. Claims of the Customer against Doka may only be assigned to Third Parties with the prior written consent of Doka.
- 6.7. Value protection.** The Parties agree that the fees may be adjusted on an annual basis, provided that such fees do not exceed the greater of 5% over applicable fees for the immediately preceding twelve (12) month period, or the increase in the Consumer Price Index for All Urban Consumers.
- 7. Special provisions: Software (incl. firmware)**
- 7.1. Authorised Users.** The Software components of the Digital Solutions can only be used by Authorised Users or administrative users ("Administrators"). Before using the Digital Solutions, the Customer must inform Doka by e-mail of the persons it wishes to authorise as Authorized Users or Administrators, including their contact details. Authorised Users (or Administrators) can be sufficiently reliable and qualified employees or representatives of the Customer or Third Parties on condition that they use the Digital Solution exclusively (i) on behalf of the Customer; (ii) for the Customer's or a respective consortium's internal operations; and (iii) in accordance with the Contract. The Customer shall be liable for all acts or omissions of Authorised Users and Administrators as if they were its own acts or omissions and shall indemnify, defend and hold Doka harmless in this respect.
- 7.2. Designation of Authorised Users.** The permitted number and the conditions for the designation of Authorised Users and Administrators are set out in the Offer. If Authorised Users are designated as Administrators in the Offer, these Administrators are entitled to create further Authorised User accounts under these GTC-DS on behalf of the Customer. Third Parties may not be named as Administrators without the written consent of Doka. If the number of permitted Authorised Users and/or Administrators is not explicitly specified in the Offer, this is limited



to fair and reasonable use. The creation of a disproportionate number of profiles for Authorised Users or Administrators may result in additional charges.

- 7.3. **Software warranty.** The Software is provided "as is" and in its current version. Unless otherwise agreed in the Offer, any warranty or liability regarding the freedom from defects, marketability or suitability of the Software for a specific purpose is therefore excluded. In addition, any statutory or other obligations to update the Software are explicitly excluded.
- 7.4. **Updates.** Doka reserves the right to update, modify or reconfigure the Software at any time and to provide the Customer with updates, upgrades, modifications, reconfigurations, patches, bug fixes, etc. in its sole discretion ("Updates"). If Updates require installation by the Customer, the Customer is obliged to install such Updates immediately after provision. Doka shall not be liable for any limitations of functionality or availability, costs or damages that arise or are increased due to delayed installation of Updates by the Customer.
- 7.5. **Availability.** Doka guarantees neither the continuous availability of the Services nor a specific percentage of availability. The availability of the Services may be limited or temporarily suspended for certain reasons, in particular due to Updates and maintenance to be carried out at Doka's discretion, as well as due to Force Majeure or other circumstances beyond Doka's reasonable control. If the Parties agree on a specific availability in an Offer, interruptions for the above-stated reasons shall not be taken into account when calculating the actual availability.
- 7.6. **Data loss.** The Services do not include the backup of Usage Data or any other data provided by Customer through the Services; this data can be deleted or lost in the Services at any time. The Customer is therefore responsible for ensuring that all such data entered or recorded in the Services is backed up separately and can be restored in the event of data loss (e.g., back-ups). Doka accepts no liability for any loss or restoration of data.
- 7.7. **Viruses.** Doka accepts no liability for ensuring that the Services are free from viruses or other harmful code. The Customer is responsible for implementing adequate protective measures.
- 7.8. **Prohibited Content.** Doka will not check or monitor the data entered by the Customer in the Software, neither manually nor automatically. However, Doka reserves the right to block or delete Prohibited Content at any time and to cooperate with authorities and courts if it becomes aware of such content. In the event of repeated or particularly serious infringements, Doka also reserves the right to suspend the Services for the Customer (or for individual Authorised Users) temporarily or permanently.

8. Special provisions: Hardware

8.1. Supplementary provisions. In the case of the sale of Hardware, the Doka GTC-Sale, which are incorporated herein by reference, shall apply. In the case of the rental of Hardware, the Doka GTC-Rental, which are incorporated herein by reference, shall apply. In the event of contradictions, the provisions of these GTC-DS shall take precedence over the GTC-Sale or GTC-Rental.

- 8.2. **Transfer of risk.** The risk of loss or damage to the Hardware shall pass to the Customer as soon as the Hardware is actually made available for dispatch by Doka. Unless dispatch by Doka has been explicitly agreed, the Customer shall be responsible for collecting the Hardware without delay. The dispatch or transport of the Hardware shall in all cases be at the risk and expense of the Customer, even if the transport is carried out or organised by Doka or if carriage paid delivery or open mode of dispatch has been agreed. The Customer is obliged to notify the carrier of any damage during transport. Transport insurance will only be taken out if the Customer arranges for the insurance and bears the costs.

8.3. Special provisions for Hardware rental.

- 8.3.1. **Used material.** Rental material is predominantly used material (e.g., sensors). There is no entitlement to the rental of unused new items.

- 8.3.2. **Rental period.** The minimum rental period is 30 days. The Hardware rental begins with the provision of the Hardware in accordance with the Offer. In the event of earlier delivery or collection of the rental items by the Customer, this earlier date shall be deemed to be the start of the rental period. If the rental items are returned late to the return location designated by Doka, this later date shall be deemed to be the end of the rental period. In addition, the actual rental period shall always be invoiced by calendar days at the end of a month. Invoicing shall be based on the quantities actually delivered.

8.3.3. Return delivery. At the end of the Contract, the Customer must return the cleaned and fully functional Hardware to the delivering Doka branch office without delay and at its own expense, and the Customer must coordinate the return delivery with the branch office in due time. The risk of loss or damage shall not pass to Doka until Doka has regained unrestricted possession of the rented Hardware and this has been confirmed in writing on a return delivery note issued by Doka. A return delivery note documents the time of return, but not the proper condition of the Hardware. All Hardware shall be returned to Doka in the same condition as delivered to Customer, except for normal wear and tear. The coarsest soiling must be removed before return delivery by the construction site. As soon as Doka has regained unrestricted possession of the rented Hardware, Doka shall check and document its condition, in particular its functionality, in accordance with Doka's quality criteria applicable at the time of delivery. Doka shall make the quality criteria available to the Customer free of charge on request. Doka shall be entitled to demand repair costs or compensation for depreciation for damaged or unreasonably worn Hardware, as well as compensation for cleaning costs for heavily soiled hardware in accordance with the current hourly rates according to the Doka price list. If it is no longer possible to repair the Hardware by



economically reasonable means ("Total Loss Material"), Doka shall be entitled to request the Customer to pay the normal market selling price of the Hardware concerned as well as the costs required to prove this condition. Total Loss Material must be collected within 30 days of invoicing, otherwise it will be disposed of at the Customer's expense. The transport costs for the delivery and collection of the equipment are to be borne by the Customer. No discounts will be offered on Hardware not returned to Doka. Customer shall have thirty (30) days from receipt of a destroyed Hardware invoice to pick up destroyed Hardware. Freight charges for delivery of destroyed Hardware to Customer shall be fully paid by Customer.

- 8.3.4. Rental invoices.** At Doka's discretion, rental invoices can be created monthly, quarterly or semi-annually.
- 8.4. Inspection.** During the entire term of the Contract, Doka shall be entitled to inspect rented Hardware or – insofar as licensed Digital Solutions are used with it – sold Hardware at any time during the Customer's regular business hours, or to commission Third Parties to do so, insofar as this is expedient to ensure that the Services are used in accordance with the Contract and their intended purpose. The Customer must obtain all necessary authorisations for this.
- 8.5. Disposal of waste electrical and electronic equipment.** The Customer must ensure that Doka is provided with all the information and support necessary to fulfil Doka's obligations as a manufacturer/importer in accordance with applicable regulations concerning the disposal of waste electrical and electronic equipment and other aspects of sustainability.
- 8.6. Retention of title.** Doka retains title to all Hardware sold until all invoice amounts for such Hardware have been paid in full. The Customer hereby assigns to Doka, as security for its claim to the purchase price, its claims arising from the resale of goods subject to retention of title, even if these goods have been processed, modified or mixed.
- 8.7. Installation of Hardware.** Unless explicitly agreed otherwise in the Offer, services that are necessary or useful for the installation and/or launch of the Hardware are not included in the scope of Services (e.g., assembly, setup, calibration, etc., hereinafter referred to as "**Installation Services**"). At the Customer's request, Doka will provide Installation Services as Professional Services for an additional fee.
- 9. Special provisions: Professional Services**
- 9.1. Scope of Services.** Doka may also provide Professional Services (e.g., support or training) in accordance with the specifications of the Offer. The specific scope of services is set out in the Offer; in case of doubt, any additional services will be charged at an appropriate hourly/daily rate in accordance with the hourly/daily rates applicable at the time the service is provided.
- 9.2. Remote service.** In case of doubt, Professional Services shall be provided remotely, for which purpose the Customer must provide adequate remote access to its systems if required. The associated costs shall be borne by the Customer. If the Parties agree to the provision of services on site, the Customer shall bear the associated access and transport costs.
- 9.3. Reimbursement of expenses:** Unless otherwise agreed, Doka shall invoice the costs of travelling, accommodation and meals as well as other expenses and ancillary costs on the basis of the actual costs incurred, provided these do not significantly exceed the usual local level.
- 10. Warranty**
- 10.1. Scope of warranty.** Unless otherwise agreed in individual contracts or these GTC-DS (see in particular Sections 7 (Software), 8 (Hardware) and 9(Professional Services)), the following warranty limitations shall apply.
- 10.2. Notice of defects.** The Customer is obliged to inspect the Services for proper condition immediately after they are first made available and to notify Doka in writing of any defects without delay, but at the latest within eight (8) days of acceptance/performance and before they are processed or consumed, giving a precise description of the defects. This also applies to incorrect or deviating deliveries. If the Customer fails to make this notice, the Services shall be deemed to have been approved. Insofar as this does not conflict with mandatory statutory provisions, the Customer shall also exclude this right of recourse vis-à-vis their customers. The notification of defects does not release the Customer from its obligation to pay the fees. A requirement for Doka's warranty obligation is that the Customer has fulfilled all its obligations, in particular that it has met its payment obligations and has submitted the notice of defects in a timely and specified manner. By negotiating about complaints, Doka does not waive the defence that the notice of defect was made late or was not sufficiently specified.
- 10.3. Warranty period.** The warranty period is six (6) months. Doka shall have the right to remedy defects and/or damage at its discretion by replacement delivery or improvement (including updates) within a reasonable period of time. As long as Doka makes use of this right, the Customer has no claim to cancellation of the Contract, price reduction or monetary compensation. The warranty remedies may lead to a temporary suspension of the Services for a period of time that is reasonable under the circumstances, without the Customer being entitled to any claims against Doka. A suspension of one (1) week shall in any case be deemed reasonable.
- 10.4. Exclusion in the event of changes.** Any further processing, modification or use of the Services by the Customer or any Authorized Users or Administrators, or any Third Parties to whom the Customer has entrusted the Services contrary to the intended purpose or instructions shall result in the exclusion of any warranty.
- 10.5. Storage.** If the Customer refuses to accept the Services (lawfully or in breach of duty), they must ensure that the Services are properly unloaded, stored, saved and kept at Doka's disposal.



- 10.6. Third-Party products.** Doka accepts no liability for Third-Party products or the completeness and/or accuracy of the information contained in or provided thereby, and all Third-Party products and such information is provided "AS IS" without any warranty, and all warranties relating thereto, whether statutory, express or implied, are hereby disclaimed.
- 10.7. Transfer of the warranty restrictions.** The Customer is obliged to transfer the warranty limitations of these GTC-DS in full – with the obligation to transfer them further – to any customers. Doka shall therefore also be liable in respect of any Third-Party claims only in accordance with these GTC-DS.
- 10.8. Disclaimer.** EXCEPT FOR THE WARRANTIES EXPRESSLY MADE IN THESE GTC-DS, DOKA AND ITS THIRD PARTY SUPPLIERS DO NOT MAKE ANY, AND HEREBY DISCLAIM ALL, REPRESENTATIONS AND WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, RELATING TO THE DIGITAL SERVICES, THIRD PARTY PRODUCTS OR SERVICES, SOFTWARE, HARDWARE, PROFESSIONAL SERVICES OR OTHERWISE RELATING THE CONTRACT. WITHOUT LIMITING THE FOREGOING, DOKA DOES NOT MAKE ANY RECOMMENDATIONS REGARDING CONCRETE TECHNIQUE (e.g. INSTRUCTIONS REGARDING THE COMPOSITION OR MIXING OF CONCRETE), AND DOKA DOES NOT MAKE ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES REGARDING THE OUTCOME OR RESULTS OF USE OF THE DIGITAL SERVICES OR ANY OTHER PRODUCTS OF SERVICES PROVIDED UNDER THIS CONTRACT.

11. Liability

- 11.1. Limitations of liability.** IN NO EVENT SHALL DOKA OR ANY AFFILIATED COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY AND NEGLIGENCE) FOR LOST PROFITS OR REVENUES, LOSS OR INTERRUPTION OF USE, LOST OR DAMAGED DATA, OR SIMILAR ECONOMIC LOSS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SIMILAR DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER THE CONTRACT. DOKA DOES NOT GUARANTEE THAT DATA SUBMITTED THROUGH THE INTERNET WILL BE SECURE FROM UNAUTHORIZED ACCESS OR WILL BE FREE OF ERRORS OR OMISSIONS DUE TO THE INTERNET TRANSMISSION. IN NO EVENT SHALL THE LIABILITY OF DOKA OR ANY AFFILIATED COMPANY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THE CONTRACT OR ANY PRODUCTS OR SERVICES PROVIDED UNDER THE CONTRACT. EXCEED AN AMOUNT EQUAL TO THE FEES DOKA HAS RECEIVED FROM THE CUSTOMER FOR THE DIGITAL SOLUTIONS SERVICES IN THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE DATE OF THE CLAIM; ANY SERVICES OUTSIDE THE DIGITAL SOLUTIONS (E.G., FORMWORK OR SCAFFOLDING MATERIAL) SHALL NOT BE TAKEN INTO ACCOUNT WHEN CALCULATING THE UPPER LIMIT OF LIABILITY. THE PARTIES AGREE THAT THIS SECTION REFLECTS A REASONABLE ALLOCATION OF RISK BETWEEN THE PARTIES IN LIGHT OF THE TERMS HEREUNDER. THIS LIMITATION OF LIABILITY WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREUNDER.

12. Cybersecurity

- 12.1. Appropriate IT security measures.** In connection with the use of the Services, the Customer is solely responsible for implementing and maintaining a commercially reasonable IT security measures. The Customer therefore undertakes in particular to protect its relevant information technology (IT) (including hardware, software, IT systems, networks, Internet-enabled applications, cloud applications, interfaces etc.) against IT security incidents by taking reasonably appropriate technical and organisational measures. This includes (but is not limited to) the immediate installation of available Updates, the use of the latest product versions, compliance with security instructions, the installation of patches, the training of employees and the implementation of other related measures.

- 12.2. IT security incidents.** If the Customer becomes aware of a possible IT security incident and it cannot be ruled out with certainty that the security of Doka's IT infrastructure or data is or could be impaired as a result, the Customer shall notify Doka of the IT security incident without delay. The notification shall comprehensively describe the possible cause and type of the IT security incident and contain appropriate information on the expected effects on Doka's IT infrastructure and data. Subsequently, the Customer shall provide Doka with all reasonably necessary support to clarify and remedy the incident (including regular updates on the status of the remedial efforts). The Customer is in any case obliged to take all reasonable measures to avert or minimise the effects of the security incident on Doka's IT infrastructure and data.



13. Confidentiality and data protection

- 13.1. Confidentiality.** Each Party shall maintain the confidentiality of all Confidential Information disclosed to it by the other Party under the Contract and shall not use it for any purpose other than to perform its obligations or exercise its rights under the Contract, or make it accessible to Third Parties. The obligation to maintain confidentiality shall continue to apply indefinitely even after termination of the Contract (or as long as no exceptional circumstances pursuant to point 13.2 occur). The Customer shall also impose this obligation on their employees and Authorised Users in writing and shall provide Doka with evidence thereof upon request.
- 13.2. Exceptions.** No confidentiality obligation exists if (a) the other Party agrees to the disclosure in writing; (b) the disclosure is necessary due to a legally binding court or official order; (c) the information is generally known without any breach of the Contract; or (d) was already known to the respective Party prior to the conclusion of the Contract without an obligation to maintain confidentiality. The burden of proof for the existence of one of the aforementioned exceptions lies with the receiving Party.
- 13.3. Data protection.** The Parties shall comply with the DPA..

14. Compliance with export regulations

- 14.1. Compliance.** When passing on the goods delivered (e.g., Hardware) or the other services rendered (e.g., Software), including associated documentation and technical support of any kind (e.g., Professional Services), the Customer must comply with applicable national and international export control law and, if necessary, support Doka in complying and documenting. In any case, the Customer shall comply with the export control regulations of the country from which it exports the goods or services, the EU, the USA and/or the United Nations.
- 14.2. Provision of information.** If necessary in order to comply with export regulations, the Customer shall provide Doka immediately upon request with all information about the final recipient, the intended use of the goods delivered or the services rendered and any export control restrictions applicable in this respect.
- 14.3. Indemnification.** The Customer shall fully indemnify, defend and hold Doka harmless against all claims asserted by authorities or other Third Parties against Doka due to non-compliance with the above obligations by the Customer.

15. Contract term and termination

- 15.1. Contract term.** The initial term of the Contract is specified in the Offer. Upon expiration of the initial term, the Contract will automatically renew for consecutive one (1) year renewal terms, unless one of the Parties notifies the other Party in writing at least fourteen (14) days before expiry of the initial term or then-current renewal term that it does not wish to continue the Contract. Hardware rentals shall be for use at the location and/or in connection with the project specified in the Offer; if Customer wishes to re-locate the Hardware, it must obtain Doka's prior written consent in each instance.
- 15.2. Ordinary termination.** Unless otherwise agreed, Doka may terminate a (fixed-term or open-ended) Contract on the last day of any month by giving at least fourteen (14) days' notice and without having to give reasons. .
- 15.3. Termination for good cause.** Either Party may terminate the Contract for good cause with immediate effect. Good cause for Doka exists, for example, if
- (a) the Customer breaches material contractual obligations (including its obligation to pay fees) and fails to rectify this situation immediately – despite the setting a reasonable grace period of at least seven (7) days;
 - (b) insolvency proceedings or similar bankruptcy, clearing or receivership proceedings have been opened against the Customer's assets or the opening of such proceedings has been rejected for lack of sufficient assets;
 - (c) objective circumstances exist which make the proper fulfilment of the Contract obviously impossible (e.g., destruction or termination of essential suppliers of Doka);
 - (d) the Customer has acted with intent to harm or defraud Doka;
 - (e) the Customer itself or a person engaged by it to fulfil the Offer has breached the confidentiality obligations incumbent upon them;
 - (f) Doka discontinues the relevant Digital Solution;
 - (g) a competitor of Doka (whether directly or indirectly) acquires a *de facto* or legally dominant influence over the Customer;
 - (h) the Customer violates applicable law or sanction restrictions in connection with the use of Digital Solutions.

Effect of termination. Only in the event of termination by Doka for convenience or termination of Customer for cause shall any prepaid Subscription fees be refunded to the Customer on a *pro rata* basis. In all other cases of termination, upon termination, the Customer shall pay any unpaid fees for the remainder of the agreed Contract term (in the case of an indefinite term for at least six (6) further months). The following Sections of these GTC-DS shall survive the expiration or earlier termination of the Contract: [-----]

- 15.4. Return of materials.** The Customer's rights to use the Services expire upon termination of the Contract. Doka has the right to discontinue or restrict the Services for the Customer on the termination date. The Customer shall immediately cease using the Services and return all related materials and Confidential Information to Doka or, at Doka's explicit request, destroy all copies thereof and confirm this to Doka in writing. After termination, any use of the Services by the Customer shall constitute an infringement of Doka's intellectual or proprietary property rights.



16. Final provisions

- 16.1. Notices.** Notices must be made in writing and in German or English. They may be validly submitted (a) by e-mail to an e-mail address explicitly designated for this purpose by the other Party in the Offer, or (b) by registered letter to the business address of the other Party as set forth in the Offer. Both handwritten and electronic signatures are deemed to be signatures within the meaning of the GTC-DS (a simple electronic signature is sufficient, i.e. neither a qualified nor an advanced signature is required). In exception to the signature requirement, Doka may also effectuate contractual notices within the Software application. The other Party must be informed immediately of any changes of address.
- 16.2. Assertion of claims.** All claims of the Customer must be asserted in court within twelve (12) months after becoming due, otherwise the claim shall be forfeited.
- 16.3. Assignment.** Customer shall not assign this Contract or its rights or obligations hereunder without the prior written consent of Doka, which consent will not be unreasonably withheld, conditioned or delayed. Doka may assign its rights and/or obligations in whole or in part to an Affiliated Company or transfer them to an Affiliated Company. As long as Doka does not notify the Customer of such an assignment or transfer, the Customer may make payment to Doka in discharge of debt.
- 16.4. Severability clause.** Should a provision or part of the Contract become invalid, illegal or in conflict with any law, the remaining provisions of the contract shall be considered severable and remain unaffected. This shall also apply if a provision is unenforceable. The Parties undertake to replace the invalid or unenforceable provision(s) with valid provisions that come closest to the intention of the Parties with regard to the provision to be replaced.
- 16.5. Governing law and jurisdiction.** The Contract and any and all disputes arising under or relating to the Contract shall be governed by, and construed in accordance with, the laws of the State of New Jersey, USA, without regard to its conflict of laws rules. Each Party irrevocably agrees that the state and federal courts located in the state of New Jersey, USA shall have exclusive jurisdiction to settle any dispute or claim arising under or relating to the Contract. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

17. Definitions

- 17.1. GTC-DS.** These General Terms and Conditions Digital Solutions.
- 17.2. GTC-Sale.** The General Terms and Conditions of Sale and Delivery of Doka in the version of the respective national company (as per the Offer) valid at the time of conclusion of the Contract.
- 17.3. GTC-Rental.** The General Terms and Conditions of Rentals of Doka in the version of the respective national company (as per the Offer) valid at the time of conclusion of the Contract.
- 17.4. Authorised User.** Natural persons authorised by the Customer in accordance with the terms of the Offer, who are entitled to use the restricted Software components of the Digital Solutions on behalf of the Customer.
- 17.5. Digital Solutions or Services.** The products offered by Doka, which
 (a) are listed at www.doka.com/digital, and
 (b) are referred to in the Offer as "Digital Solutions"
- 17.6. Doka.** Doka USA Ltd., or another Affiliated Company of Doka identified in the Offer as licensor/supplier.
- 17.7. Third Party.** All natural or legal persons other than the Parties.
- 17.8. Hardware.** The physical components (e.g., measuring devices) that are listed in the Offer
- 17.9. Force Majeure.** Events that are beyond the control of the Parties and are unforeseeable or unavoidable and hinder, impair or delay the fulfilment of part or all of the contractual obligations of one of the Parties. These include failure or delay of the Internet service provider, hacker attacks, viruses or malware, power failures, government measures, natural disasters, war, fire, strikes, labour disputes, sanctions, embargoes, pandemics, epidemics, transport and customs delays, delivery stops and supply shortage, transport damage, failure of an essential supplier that is difficult to replace and other problems in the supply chain.
- 17.10. Customer.** The contractual partner of Doka as listed in the Offer.
- 17.11. Usage Data.** All (a) content that the Customer enters, records or creates in the context of its use of the Services (e.g., plans, drawings, models, measurements and other project and material data, commercial or technical information regarding material and projects etc.) and (b) automatically recorded information about the use of the Services by the Customer (e.g., log files and other user activities).
- 17.12. "Personal Customer Data"** (e.g., name, e-mail, telephone number of authorised users), on the other hand, does not qualify as Usage Data.
- 17.13. Parties.** Doka and the Customer.
- 17.14. Software.** The computer programmes (whether on-premise or cloud-based) that are listed in the Offer.
- 17.15. Prohibited Content.** All (a) information which, as such or by its reference to an activity, violates applicable law (e.g., misleading, fraudulent, defamatory, damaging to credit, threatening, inciting violence, terrorist or otherwise unlawful content); (b) content that violates intellectual property rights (e.g., content that violates personal rights, data protection, copyright or trade secrets); or (c) content that is otherwise inappropriate under the circumstances, even though it may not constitute a violation of the law (e.g., derogatory, discriminatory, offensive, sexualised, harassing, private and out-of-context commercial content, including spam).



- 17.16. Affiliated Company.** Legal entities that have direct or indirect control over a Party ("Parent Companies"), or that are directly or indirectly controlled by a Party or its Parent Company. For the purposes of this definition, "control" means the direct or indirect ownership of more than 50% of the shares or voting rights.
- 17.17. Confidential Information.** Information of any kind (e.g., technical or business data, know-how and trade secrets) which the Parties disclose or learn in connection with the fulfilment of the Contract, which is either marked as "confidential" or should reasonably be understood to be confidential or proprietary. Confidential Information also includes all copies, excerpts and summaries thereof.