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BAUAPP
GENERAL TERMS AND CONDITIONS, GTC

English version

This document is the text of the General Terms and Conditions (hereinafter: GTC) used by Bauapp was last updated with changes on the 1st of December, 2025, in accordance with the Regulation (EU) no. 2016/679 of the European Parliament and Council (hereinafter: GDPR).

1. Service Provider: BauApp

Service provider in Poland:
Bauapp sp. z o. o. Oddział w Polsce
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KRS number: 0000827283
REGON number: 385598111
NIP: 1080023882
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Bank account number:
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Bank: PKO Bank Polski SA
ul.Pulawska 15., 02-515 Warsaw Poland

Service provider in Hungary:
BauApp Kft.
Headquarters: Lévay u. 2., Miskolc 3529
Branch office: Madách Trade Center B tower, Madách Imre út 13-14. Budapest 1075, Hungary
Hungarian Trade Registry number: 05-09-030273
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Office phone: +36 1 800 1936
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Website: www.bauapp.hu and www.bauapp.com
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IBAN: HU87 1070 1094 7398 4184 5110 0005
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CIB Bank Zrt., Petrezselyem utca 2-8. Budapest 1024, Hungary

Each Contract determines the relevant Service Provider for the Customer.

2. Contracts

The General Terms and Conditions, hereinafter GTC, determine the general legal and business relationship between the Service Provider and the Customers. The Order Form or Subscription Contract (hereinafter referred to as the Contract) signed by the Service Provider and the Customer – hereinafter referred to jointly as the Parties - and this GTC jointly determine the specific business and legal relationship of the Parties and the Customer's Subscription relationship to the BauApp products.

a. In case of any conflict between the Contract and the GTC, the Contract shall prevail and its contents shall override the relevant clauses of the GTC in all cases.
b. The first version of the BauApp GTC was dated the 1st of January 2018, and has been updated several times. The Service Provider reserves the right to review and regularly update the GTC in justified cases based on changes in the local or European Union regulatory environment, market trends, software technology changes, mobile hardware technology changes or other BauApp business policy changes. BauApp serves customers in several countries and jurisdictions. BauApp publishes BauApp GTC in English, Polish and Hungarian language versions. The language versions are different from each other not just in their language, but in many important details. Each Contract specifies which BauApp GTC version is relevant for the Customer of that Contract. The current and valid English version of the GTC can be found and downloaded at https://bauapp.com/gtc.
c. Amendment to the GTC: The Service Provider has the right to unilaterally amend the BauApp GTC. In the event of a unilateral change in the GTC, the Service Provider shall make publicly available the new GTC online and notify their customers by email. A lack of reply from Customer within 7 days of such notification shall mean the acceptance of the GTC with amendments. Changes and amendments of the GTC shall not increase the Subscription Fees of the Customer for the initial Subscription Period. Changes and amendments of the GTC shall not affect the Subscription Quantity mutually accepted by the Parties in the Customer's individual Contract. The new GTC shall enter into force starting with the later date between the Validity Date specified in the new GTC and the date of publication in the new GTC.

3. BauApp products

a. General BauApp product range description: BauApp is a product range of software applications that support the automation of construction workflows. Our customers are best able to utilize our applications in the construction industry, but their use is not limited to the construction industry.
b. Software: The applications are mobile phone software applications and are complemented by web and server software applications. Technical elements and versions of the product range: BauApp mobile application, BauApp Backoffice web application, BauApp Webforms web application, BauApp BI dashboard web application, BauApp reporting system, BauApp Protocols, BauApp API integration solution, BauApp background applications, BauApp Delivery note in printed or electronic format (Intelligent Delivery Note), BauApp QR code, BauApp identifiers (product, delivery note, manufacturer, project, branch, warehouse, general contractor, subcontractor), as well as the BauApp database, Product Database, DTLS API, DTLS FTP as well as DTLS products, delivery notes and company Codes.
c. Products: Each product in the BauApp product range can be used separately or several products can be used by the Customer at the same time. The manner and extent of separation of each BauApp product may be different various BauApp version. Customers are able to use all BauApp products included in their Contract. The currently available product list of the BauApp product range can be found in the current BauApp Price List, which BauApp employees make directly available to customers in the form of a Quotation or Order or Price List or Contract or as an annex thereto.
d. Product Capabilities: Service Provider continuously develops future product features, improvements, new functionality, optimized or change functionality and new product modules. Therefore, Service Provider does not provide a functionality or product capability document. Customers are encouraged to request and take part of product demonstrations and trial usage period before entering into Contract. Features that are not shown in the demonstrations or trial period (including but not limited to features presented on BauApp's website and marketing brochures) will only become part of the Contract if explicitly included in the Contract or in a uniquely identifiable written agreement between the Customer and Service Provider. Functions not specified in the Contract or in any other agreement between the Customer and BauApp shall not become part of the agreement. The Contract or the agreement concluded between the Customer and BauApp shall invalidate all other agreements, consultations, forward looking plans or presentations and information concluded between the parties orally or in writing.
e. Mobilengine: BauApp's strategic partner is Mobilengine Ltd. (1 Northumberland Avenue London, WC2N 5BW, UK). BauApp products are largely based on and developed using the Mobilengine platform and technology. A detailed but incomplete description of the Mobilengine platform and technology can be found in the Mobilengine Whitepaper document, which can be downloaded here: https://mobilengine.com/solutiondoc/downloadmobilengine-whitepaper/. BauApp Customers will not have a direct business or legal relationship with Mobilengine by entering into the Contract and accepting the BauApp GTC.
f. The Service Provider has entered into a partnership with GS1 Global Non-Profit and Communication Systems Public Benefit Nonprofit

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Ltd. (registered office: 1139 Budapest, Fáy utca 1 / B .; tax number: 14300011-2-41) (hereinafter GS1). To this end, the BauApp and DTLS product range uses GS1- compliant barcodes and QR codes at a number of points and sells them to its Customers.

g. The Service Provider closely cooperates with its subsidiary DTLS Kft. (Lévay u. 2., Miskolc 3529, Hungary), which has ownership rights linked to the Digital Terrain-Logistics Standard (DTLS). The Service Provider has the right to represent and sell DTLS products and services to any customer. The DTLS product family is part of the BauApp system and product family. BauApp Customers will not enter into a direct business or legal relationship with DTLS. Kft. by entering into the BauApp Agreement and accepting the BauApp GTC.

4. Server infrastructure

a. Public Server: Public server applications and databases for BauApp products run on multi-tenant servers operated by BauApp. The multi-tenant servers have databases and applications of several Customers in parallel. This is called a BauApp Public Server, a BauApp Cloud, or a BauApp Cloud Server.

b. On-Premise Server: The so-called On-Premise Server can be optionally requested in the Subscription Contract, in which case the server physically operates in the location selected by the customer, on hardware operated and provided by the customer under their own responsibility, with the Service Provider having remote access to operate the application. In this case, Customer is responsible for the complete operation of the server, and Customer is responsible for obtaining and paying for all hardware and software and other necessary licenses for the server.

c. Private Server: The so-called Private Server can be requested as an extra option in the Subscription Contract, which, like the BauApp Public Server, operates on a server operated by BauApp, but only the customer's database is dedicated to a specific physical, hardware and server, i.e., other Customers' data and applications cannot be found on the same server and hardware.

d. The size of each file uploaded to BauApp System by the Customer may not exceed 2 gigabytes per file. The Customer has no right to upload larger files (documents, blueprints, etc.) to the BauApp product or system, and the Customer is responsible for compliance with this provision. The Service Provider has the right to prevent the uploading of such files or to delete data files exceeding this limit from the BauApp system, and the Customer acknowledges this fact, and the Service Provider shall be not be held liable for any resulting loss of data.

e. Branded app: The Customer has the option to use a branded BauApp application package, i.e. BauApp products that are not provided with the standard BauApp look and feel, but with a customer-defined look and feel, colors and icons, and are used with a unique application package and application name. Branded app packages also appear as separate apps on Google Play and the App Store. The Parties agree that despite the unique look and feel and name of the Branded App, they shall remain part of the BauApp product range, continuing to be BauApp products, and may be used in full in accordance with the BauApp GTC, in particular the Intellectual Property Protection section.

5. Software and hardware requirements

a. Application: Operating systems and browsers required to use BauApp products are as follows.
   - web applications: Google Chrome 64bit v98 or newer
   - Android mobile applications: Google Android 10.x or newer
   - iPhone mobile applications: iOS 14.7 or newer

b. The minimum hardware requirements for Android devices are as follows: number and speed of processor cores: 8-core, 2 GHz, RAM: 3 GB, autofocus camera.

c. Android and iOS mobile devices: minimum required internal memory is 5 GB. And the recommended maximum offline data (documents, blueprints, other files), that users should synchronize to the BauApp mobile app in offline mode is 1GB. The Service Provider and the BauApp products however does not limit the size of offline mobile synchronization. Having said that above 1GB the Service Provider does not guarantee Quality of Service levels, Availability or proper speed of use.

d. In case of the mobile applications for DTLS, Site logistics applications, such as Tool Warehouse, Material Warehouse and Intelligent Delivery Note the Service provider supports only Android mobile devices, and IOS devices are not supported currently. In order to use these BauApp mobile applications, the Customer and its users must have Android device. Service Provider will let all Customers know when the IOS devices will also be supported for these applications.

e. To use the BauApp app, some Customers shall need to use the Google Play Store or the Apple App Store.

f. The Customer is obligated to provide the necessary operating systems and software environments for the users, as well as their proper operation, at the Customer's own expense and responsibility.

g. The Customer is obligated to provide and ensure proper operation of appropriate mobile device(s) (smartphone / tablet), desktop computer(s), other computer hardware devices and peripherals at the Customer's own expense and responsibility.

h. In the event of use in inappropriate hardware and software environments, the Service Provider shall not be held liable for the quality of service or the proper and safe operation of BauApp products and the BauApp system.

i. Server: The hardware and software requirements of the BauApp On-Premise Server shall be supported individually by the service provider under the conditions specified in the Contract. The Customer is responsible for continuing to meet these hardware and software requirements.

j. When printing an Intelligent Delivery note it is Customer's responsibility to use such printer hardware and paper so that the QR code appears suitable for machine reading. Service provider is not responsible if the QR code cannot be read due to printing quality.

6. Software updates

a. The Service Provider and its partners continuously develop and improve the BauApp products and the BauApp system, as well as the technologies serving as the base for the BauApp products. (see, for example, Mobilengine software) All of these improvements result in newer versions of BauApp products and the BauApp system, which are partly Software Updates for existing BauApp products and partly new BauApp products.

b. When developing Software Updates in new BauApp products and developing new BauApp products, the Service Provider takes into account the expectations of the Customers based on their own professional judgment, however, the Service Provider does not guarantee the fulfilment of requirements based on individual customer feedback. Furthermore, based on the Software Updates, the Service Provider has the right to further develop and change the user interface, functionality, user workflow, user experience at their own discretion. Changes to the Software Updates do not entitle the Customer to demand the revocation or refund of the Subscription Fee from the Service Provider, and the Customer may not obligate the Service Provider to restore earlier versions of the software.

c. Due to the innovative nature of the Software Updates, the Service Provider has the right to change the date of any previously planned or announced Software Update.

d. The Service Provider will update the BauApp products of Customers using the Public Server Environment with the latest versions of the software based on the unilaterally defined Software Update schedule. Such BauApp Products or BauApp System Software Updates may result in pre-planned downtime.

e. The Customer's users are obligated to support the Software Updates on their own devices, not hinder them in any way, and to follow the software update steps outlined in the information sent by the Service Provider. If any of the Customer's users fails to comply with this provision, the Service Provider shall not guarantee the previous level of Service to other users of the Customer either, and shall not be held liable for the quality of the Service and the proper operation of the BauApp product and BauApp product.

f. For Customers using the On-Premise Server and Private Server environments, the Service Provider will draw their attention during the Subscription Period, if any Software Updates for the BauApp Products and BauApp System used by the Customer are available and possible. In such cases, the Customer will indicate in writing whether they require a Software Update and, depending on that, the Software will be updated for that Customer. The Parties agree that if the Customer does not request the offered Software Update, the Service Provider shall not guarantee the previous Service Standard and they shall not be held liable for the Service Standard and the proper operation of the BauApp product and BauApp product. Furthermore, the Service Provider shall not be held liable for any damages or penalties in connection with any event that does not arise from the use of the latest version of the BauApp product or BauApp system.

g. Software upgrades for customers with perpetual licenses are discussed in the Perpetual License section of the Terms and Conditions.

7. Subscription period

The Subscription Period set out in the Contract determines the period during which the Customer receives access and user rights to the BauApp system within the framework of a Legal Subscription Relationship.

a. Subscription Period refers to a monthly or annual period specified in the Contract, or any period specified by the Parties.

b. After the expiry of any Subscription Period, the Legal Subscription Relationship is always automatically renewed. The Subscription Period is automatically renewed for another Subscription Period equal to the length of the initial Subscription Period, unless the Customer or Service Provider notifies the other Party in writing, at least 30 days prior to the expiry of the Subscription Period, that it wishes to terminate the contract unilaterally. The Subscriber may notify the Service Provider regarding their intention to terminate the Subscription by email sent to hello@bauapp.com or by mail sent to the Service Provider's registered office. No confirmation is required by either Party for the extension of the Subscription relationship for the Subscription Period following the respective Subscription Period.

c. Unilateral termination of the contract by the Customer does not mean any change or any reduction of the given Subscription Period, or any revocation or refund of the already paid Subscription Fee.

d. Fraction of month: When calculating the Subscription Fee, the Service Provider calculates fractions of months – namely the cases where the Subscription Period does not start on the first day of a calendar month or does not end on the last day of the calendar month – as follows:
   - In the case of Quota Contracts, the first calendar month fraction is fully taken into account and a full monthly Subscription Fee is charged for it. And the calendar month of the last day of the Subscription Period shall be counted as a full month when calculating the Subscription Fee.
   - In case of renewal of the Quota Contract, the Subscription Fee for the first, broken month of the new Subscription Period shall be calculated proportionally by the Parties on a calendar day basis. In case of renewal of the Quota Contract for the last broken month of the new Subscription period, the Parties shall also calculate the Subscription Fee in proportion to the calendar days.
   - In case of ending the Subscription contract the Service provider can also invoice an entire calendar month for the last fraction of month (due to fraction of month at the start of the Subscription contract).
   - For Pay-as-You-Go contracts, the parties will count any fractions of months as full calendar months when calculating the Subscription Fee.

8. Legal Subscription Relationship

a. The Customer enters into a contract with the Service Provider on the basis of the signed Contract and the accepted GTC and Data Protection, thus establishing the Customer's Legal Subscription relationship. Based on the Legal Subscription relationship, the Customer receives user rights to the BauApp products specified in the Contract, for the specified Subscription period and in the specified Subscription Quantity, against payment of the Subscription fees also specified in the Contract and the GTC.

b. The signing of the Contract or its amendments, and the act of accepting the GTC (hereinafter "Contracting") can take place in different ways. The Parties may do the Contracting on paper form with signatures on the paper. In addition, Parties may do the Contracting with electronic signature executed on the PDF form version of the Contract. In addition, Parties may do the Contracting on online form provided by Service Provider in the BauApp system. In case of paper form or PDF form the Parties accept the signed Contract scanned and sent by email. The parties agree to the use of the Docusign electronic signature or a qualified electronic signature (QES) when signing the Contract electronically on PDF. In case of online forms provided in BauApp System only certain BauApp User Roles (for example System Administrator) may have the access rights for that. In case of online forms, no signature is required from Parties. Service Provider emails a confirmation to Customer.

c. For some BauApp products, Customers may record information about their external partners (for example: name, phone number, email address, company name, BauApp User Role, work type, trade, project address, delivery note information). In some BauApp products, Customers may, for example automatically send data to their external partners and their users by email, or provide access to data uploaded by or accessible to the Customer, or grant the right to modify Customer data based on functionality appropriate to BauApp user role. In addition, some Customers have the option to involve the employees of these external partners in the BauApp user circle and to initiate their registration in the BauApp system in the manner specified in the Contract. Creating external partner users in the BauApp system does not in itself provide user rights for external partner users, as external partners are always obligated to sign a separate and individual Contract with the Service Provider for the use of BauApp products, in which they also accept the GTC herein. Based on the decision of the Service Provider, the acceptance of the BauApp GTC is sufficient for certain special BauApp user roles. In the absence of acceptance of such Contracts or GTC, the Service Provider has the right to delete any external partner or its users and terminate user access. The Service Provider has the right to contact the external partners registered in the BauApp system directly in order to register the users of the concluded external partners based on the data provided by the Customer (for example: name, phone number, company name, email address, etc.). The Parties agree that the External Partners become independent Customers on the basis of their signed Contracts, so the Service Provider has a legal and service relationship with the external partners and not with the Customer originally involving or inviting the external partner in the BauApp system. The Parties agree that the Customer may not receive any financial remuneration or consideration in connection with the involvement of their external partners, either from the Service Provider or from the external partners. Thus, the Customer may not sell the BauApp service to external partners or solicit or accept financial compensation for it.

d. A user ID can only be used by one Customer as an internal user. An existing user ID in the BauApp system cannot be registered as a new internal user by another Customer, only as an external partner.

e. The Customer and the Service Provider may establish a Subscription Relationship in the Contract on the basis of the following subscription types: Pay-as-You-Go (see section 9. Pay-as-You-Go), Quota Contract (see section 10. Quota Contract), Perpetual License, Mixed or Individual Type Contracts entered into before the 1st of October 2020 were either specifically Perpetual License Subscription types, or annual quota contracts, or individual type contracts.

f. The Parties have the possibility to conclude several Contracts simultaneously and in parallel, explicitly, but not exclusively, contracting several Customers. Unless otherwise provided in writing, individual Contracts shall not terminate as a result of the conclusion

of other Contracts. In this way, the Customer is able to increase the number of Subscribers, their “quota” or the range of BauApp products used. In the case of several contracts in force in parallel, the Service Provider may invoice them together at the same time or according to each Subscription Period.

g. Per default only one Customer occupies one BauApp account. Upon request by a Customer and with the knowledge of all involved Customers, more Customers' data will be placed in one BauApp account. This may occur during a new Customer setup or new Contract by a New Customer or following a Contract Amendment or adding new invoicing address. This is called a Customer Group. Customers in Customer groups are typically but not necessary partner companies, sister companies, subsidiaries of one another etc. Service Provider has no obligation to check the legal connection among Customer group's legal entities. The Legal Subscription relationship is established between the Service Provider and the individual Customer. There is no Legal Subscription relationship between Service Provider and the Customer Group. Therefore, Service Provider invoices Customers individually and not the Customer group. However, the Customers in such Customer Group are jointly responsible for their duties and responsibilities defined in their Contracts and the BauApp GTC. Especially but not exclusively regarding changing the Subscription quantity, Subscription fee, Customer's business data protection, Privacy Policy, GDPR, Provision of Access, data sharing. Customer is aware that in such Customer groups the Customer data is shared (via certain BauApp User roles, admins etc.) with other Customers users in the same Customer Group.

h. Upon termination of the Contract, the Legal Subscription Relationship is terminated. Upon termination of the Legal Subscription Relationship, the Customer shall lose their access and user rights to the BauApp product and the BauApp system, and the Customer's data file shall be deleted from the BauApp system. In such cases, the possible loss of the Customer's data shall be expressly accepted by the Customer and the Parties agree that after the termination of the Legal Subscription Relationship, the Service Provider shall not be held liable for the Customer's data files, and they shall not be obligated to store it or make it available in any way.

i. Prior to concluding the Contract, the Service Provider has the right (but no obligation) to verify the personal identity of the Customer's representative and to verify his / her right authorization to sign contracts and represent the company. The Service Provider is also entitled to check the current legal status and financial and economic situation of the Customer. For these inspections, the Service Provider may request information from the Customer and their representative. After these inspections, the Service Provider shall have the right to refuse conclusion of the Contract and establishment of the Legal Subscription Relationship at their own discretion and without justification. Service Provider has the right to assume, and at the same time Customer has the responsibility to make sure, that the person carrying out the Contracting (in paper form or with electronic signature on PDF or on online form) has the right authorization by Customer for signing such Contract in the name of the Customer. Such authorization may be given to BauApp User or contact person by Customer under internal corporate regulations or policy, job description, shareholder agreement or other written or oral authorization.

9. Pay-as-You-Go

Subscribers can use BauApp products on a so-called Pay-as-You-Go subscription.

a. Pay-as-You-Go is a type of subscription for which the Subscription Period is one calendar month, and the contract is for an indefinite period.

b. Either Party shall have the right to terminate the Contract at any time, in writing, without justification, in which case the Contract shall be terminated on the last day of the given calendar month, in which case the Subscription Period shall not be automatically extended.

c. If neither Party terminates the Contract on the last business day of a given calendar month at the latest, the Subscription Period shall be automatically extended until the last day of the following calendar month.

d. If the Customer terminates the contract in writing by the last working day of the first calendar month of signing the Pay-as-You-Go Contract, no Subscription Fee shall be charged to the Customer.

e. The Pay-as-You-Go contract is usage based. After each calendar month, the Service Provider shall invoice the Subscription Fee calculated based on of the Subscription Quantity used by the Customer and measured by the Service Provider in the last calendar month, as well as the BauApp Price List valid in the given month.

f. When paying the Pay-as-You-Go, the Customer may only pay the Subscription Fee by means of bank card.

g. The Parties agree that with Pay-as-You-Go subscriptions, the Customer does not necessarily enter into the Contract mutually signed by the Parties at the beginning of the Subscription Period, but the Customer unilaterally registers on the Service Provider's website, accepts the BauApp GTC including the current BauApp Price List. The Parties hereby consider the Subscription Period to have begun. The parties may, by mutual decision, enter into a Pay-as-You-Go subscription contract at a later date.

10. Quota Contract

Subscribers are able to use BauApp products under a so-called “Quota Contract” subscription.

a. A Quota Contract is a type of subscription contract that has a fixed term and the Parties fix a Subscription Quantity in the Contract for the Subscription Period. The so-called “quota” or “Subscription quantity quota” means the minimum Subscription Quantity applicable to the Contract. Taking this quota into account, the Parties shall specify the Subscription Fee in the Contract for the initial Subscription Period specified therein on the basis of the BauApp Price List and its defined Pricing option in force at the start of the Contract. Service Provider may not unilaterally change the Subscription quantity quota of a Customer. Customer may not unilaterally decrease the Subscription quantity quota of a Contract. After the expiration of the initial Subscription Period, in case of renewal of the Subscription Period, the Subscription Fee will be determined for the next Subscription Period on the basis of the BauApp Price List valid on the day of renewal.

b. Based on this, the Service Provider shall invoice the Subscription Fee specified in the Contract in advance on a monthly basis, at the beginning of each calendar month.

c. If the Customer terminates the contract in writing by the last working day of the first calendar month of signing the Quota Contract, no Subscription Fee shall be charged to the Customer.

d. The Service Provider is also entitled to invoice the Subscriber Fee based on the Subscription Quantity set in the Quota Contract in each calendar month, even if the Customer generates a use lower than the number specified in the quota in one calendar month.

e. If the Customer generates a higher usage for any quantity unit specified in the quota for a calendar month, the Service Provider will charge an additional Subscription Fee after the end of the given calendar month under the title “Usage above quota”. This Usage above quota Subscription Fee is calculated by the Service Provider on the basis of the Subscription Quantity exceeding the quota and the valid BauApp Price List and Pricing Option. Service Provider may also charge Usage above quota Subscription fee if any other quantitative limitation of usage is exceeded by Customer. The Usage above quota Subscription Fee shall not be reduced and shall not be subject to the benefits and discounts applicable to the quota Subscription Fee specified in the Quota Contract.

f. Customer has the right to unilaterally increase the Subscription quantity quota of the Quota Contract by its User executing a Contract Amendment on the online forms provided in the BauApp System, or by sending such a request via email to BauApp Customer service. In this case no further signature is required from Parties. As a confirmation Service Provider emails a PDF version of the Contract Amendment to Customer. After this the increased new quota will be in effect until the end of the Subscription period. Furthermore, the new quota becomes the quota (or Subscription quantity quota) for the Contract also in effect during future contract renewals.

g. The Parties may also enter into a Quota Contract in which the Service Provider invoices the Subscription Fee for the entire Subscription Period in advance based on the quota, at the beginning of the Subscription Period. This is referred to by the Parties as the “Annual Prepaid Quota Contract”. In case of such contracts, during the Subscription Period the Service Provider invoices any “Usage above quota” that may occur on a monthly basis. If the “Annual Prepaid Quota Contract” is automatically renewed (see 7.d), the Service Provider shall have the right to invoice the Subscription Fee for the entire renewed Subscription Period in advance, based on the BauApp Price List valid at the time of renewal.

11. Perpetual License

The Customer is able to use the BauApp products specified in the Contract within the framework of the so-called Perpetual License, according to which the Customer establishes a perpetual Legal Subscription Relationship with the Service Provider, without a closing deadline in exchange for paying a one-time Subscription Fee. As such, the beginning of the Subscription Period is marked by the Contract, however, there is no end date for the Subscription Period.

a. In the case of a perpetual license, therefore, we cannot talk about extending the Subscription period. The termination of the Customer's unilateral contract means the immediate end of the Subscription period.
b. Subscription Fee: Even in the case of a Contract containing a Perpetual License, the Customer pays a Perpetual License Fee (hereinafter also a Subscription Fee) to the Service Provider, however, this Subscription Fee is a one-time fee for the Subscription Quantity specified in the Contract.
c. Subscription Quantity Increase: If, within a Perpetual License, there is an increase in the Subscription Quantity during the Subscription Period for any reason, the Customer shall pay an additional Subscription Fee to the Service Provider in proportion to the additional Subscription Quantity based on the valid Price List and Pricing Option.
d. The Perpetual License can only be used for On-Premise infrastructure, or the Customer must order a separate server hosting service from the Service Provider to provide the infrastructure. The parties agree that in the case of a Perpetual License, the Subscription Fee shall not, in itself, include the provision of the Public Server or Private Server infrastructure.
e. Software Update Service: In the case of a perpetual license, software updates for BauApp Products and the BauApp System will be made available to Customers with a Perpetual License by using the optional Software Update Service and paying the Software Update Fee. In the absence of Software Update services for Perpetual Licenses, the Subscription Fee and the Perpetual License alone do not include any BauApp Software Updates during the Subscription Period. Therefore, in the absence of a Software Update service, the Customer shall not receive Software Updates, only being able to use the current BauApp product version and BauApp system version with the then supported configuration, software environment, and hardware environment. Furthermore, the Parties agree that in the absence of Software Updates, the Service Provider shall not be liable for any damages or penalties in connection with any event or deterioration in the quality of the Service that results from the absence of the Software Update.
f. Software Update Fee: During the first 12 months of the Subscription Period, the Customer may optionally notify the Service Provider if they wish to order the Software Update Service. It will not be possible to start the Software Update service at a later time. The Software Update fee is included in the Contract. The Software Update Fee will be invoiced to the Customer by the Service Provider prior to each first or following 12-month Subscription Period, and Customer shall be obligated to pay it to the Service Provider prior to the commencement of the first or following 12-month period. Within the Subscription Period, Customer will only have access to the BauApp System from the date on which all Software Update Fees have been paid in full to the Service Provider for the first or subsequent 12-month period.
g. The Software Update Fee does not include the Subscription Fee for new BauApp Products or the Subscription Fee for BauApp Products not included in the Contract, so the Software Update Fee does not change the Customer's right to access the BauApp Product.

12. Beta User License

The Service Provider grants certain Customers a beta test user license to use modules under development under the following conditions applicable to the Beta Test status:

a. Continuous Development and Scope: The Service Provider continuously develops and expands the BauApp system. As part of this process, certain functions, modules, or integrations may be made available to Customers in a preliminary, experimental (“beta”) form. Beta test or development-stage modules are non-final versions in a research and development phase and may contain errors, deficiencies, or functional deviations. The Service Provider reserves the right to make beta test modules temporarily available to a Customer, independently of the Customer’s subscription package, even without prior notice. No separate license fee shall be charged for the use of beta test modules, and the license fees paid by Customers do not cover their use.
b. Usage Restrictions: Beta modules are provided solely for evaluation and testing purposes and do not constitute part of BauApp’s final, production-grade services. The Customer acknowledges that beta modules are not intended for use in live business environments and that the Service Provider excludes all liability in connection with their use.
c. Confidentiality: The Customer undertakes to treat as confidential all information that may come to its knowledge concerning beta modules, their functions, or operation, and shall not disclose or make such information available to any third party. The Customer shall not publish any opinions, assessments, or other information about the beta modules without the Service Provider’s prior written consent or explicit request.
d. Feedback: Any comments, suggestions, ideas, or bug reports (“Feedback”) provided by the Customer in relation to the beta modules shall become the exclusive property of the Service Provider. The Customer shall not be entitled to any remuneration, compensation, or rights for the use of such feedback.
e. Disclaimer of Liability: The provisions of the GTC regarding “Service Level” shall not apply to the use of beta modules, and the Service Provider does not guarantee any availability, quality, or support level. The Service Provider provides no warranty or guarantee for the operation of beta modules and accepts no liability for any data loss, malfunction, or direct or indirect damage. The rules on damages, penalties, and liability set out in the “Warranty and Liability, Penalties” section shall not apply to these modules.
f. Support and Updates: The Service Provider is not obliged to provide customer support or bug fixes for beta modules. Such modules may be modified or discontinued at any time, and the availability, functionality, or pricing of the final version may differ from that of the beta version.
g. Duration and Termination: The Service Provider reserves the right to revoke access to beta modules at any time, without justification, with immediate effect.
h. Data Handling and Security: Beta modules may not meet the data security and data protection standards of final versions. The Customer is not permitted to store sensitive, personal, or business-confidential data in them. The Service Provider assumes no liability for any loss, damage, or unauthorized access to data processed in beta modules.
i. Free of Charge: Use of beta modules is free of charge for the Customer. Beta modules do not form part of the Customer’s Subscription Agreement, and Subscription Fees do not cover them.
j. Current Beta Developments: As of 2025–2026, the Service Provider is developing and testing the following modules in beta status:

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– the BIMxAI module suite, including advanced versions of the BIM viewer, BOM, BIM integration, and BIM design issue-management features;
– the AI Scan module, including its experimental functionalities.

13. Subscription Quantity

In the Contract, the Quantitative Units are defined in different units of measure. The Subscription Quantity used by the Customer is determined based on the measurement of these Measurement units by the Service Provider.

a. The Service Provider measures Subscription Quantities according to the following Quantitative Units. Not all Quantitative Units are used in for all Pricing Options and for all Customers. The Contract and the BauApp Price List determines the Pricing option and which Quantitative Units will define the Subscription Quantity of the Customer.
   - "Project": For certain BauApp products, the unit of Subscription Quantity is the Project Number. Parties shall consider the Customer's geographically distinct physical construction project locations as Projects. The Subscription Quantity determines how many customers will have access to BauApp products at such geographical points and construction sites. Projects that are cancelled in a given calendar month or Subscription Period are also considered Projects in a given calendar month or Subscription Period. For some BauApp products, the Service Provider also counts the Customer's physical warehouse location or product delivery location as a Project Unit.
   - "User": For certain BauApp products, the unit of Subscription Quantity is the User Number. Under User, the Parties consider internal Users or User registered in the BauApp system with a unique identifier (usually an email address). These Users will have access to use BauApp. All initiated User registrations are taken into account by the Parties determining the User number, regardless of whether all steps of the given user registration have been performed by the user, such as password setting or mobile application download, and also regardless of whether the User is actively uses the BauApp product or not. Users registered in the BauApp system and who have been deleted in the given calendar month or Subscription period are considered Users in a given calendar month or in a given Subscription period.
   - Document or Blueprint or File: Parties will refer to any file uploaded by the Customer to the BauApp product or BauApp system as a Blueprint or Document (the "Blueprint"). These are the most common, but not exclusive, extensions: .pdf, .doc, .jpg, .dwg, etc. Uploading may be accomplished using the BauApp Web UI or through an integration connection or external Microsoft OneDrive applications by Customer Users or Users of other BauApp Customers to whom the Customer has provided access (see 23. Providing Access) or to whom access was provided by the service provider's staff at the Customer's request. All Blueprint listed in the BauApp system as well as Blueprints that are to be deleted in a given calendar month or Subscription period are considered Blueprints in a given calendar month or Subscription Period.
   - Data volume: Parties will refer to the overall volume byte used for storage for all Documents, Blueprints, Files, Photos, Reports uploaded, received via sharing, stored or otherwise generated by the Customer to the BauApp product or BauApp system. Data volume is calculated as the highest measured Data volume in the BauApp system at any time during given calendar month.
   - Delivery note: Certain BauApp products, including, but not limited to, the BauApp Delivery Note (Intelligent Delivery Note), BauApp Warehouse, DTLS products, help Users generate or edit or read or store a delivery note-format special document or receipts or other logistical documents (or Bill of Lading or receipts or other logistical documents) (hereinafter Delivery Note). Delivery Notes can be created in the BauApp system using the BauApp product, in which case they usually, but not necessarily, include a unique BauApp Delivery Note ID, or external, third-party Delivery Notes can be uploaded using mobile or web- based BauApp products, or uploaded automatically using the BauApp API or DTLS API or DTLS FTP or at the request of the User. Delivery Notes listed in BauApp, as well as Delivery Notes that have been cancelled in a given calendar month or Subscription Period, are considered Delivery Notes in a given calendar month or Subscription Period.
   - Branch: In certain BauApp products, including, but not limited to, the BauApp Delivery Note, BauApp Warehouse, DTLS, the Users can use different geographical locations, warehouses, offices or branches (hereinafter referred to as Branches) to mark the place of issuing, receiving, addressing Delivery Notes. The Branches may be created in the BauApp system using the BauApp product or can be uploaded automatically using the BauApp API or DTLS API or DTLS FTP or at the request of the User. Branches listed in BauApp, as well as Branches that have been canceled in a given calendar month or Subscription Period, are considered Branches in a given calendar month or Subscription Period.
   - Protocol: Certain BauApp products, especially the BauApp Custom Protocols Modules enable digital usage of minutes, protocols, forms, reports, permits, together called Protocols that are requested individually by the Customers. When calculating the Subscription Quantity for a given calendar month or Subscription period Parties count all Protocols that were available during that period including those that got deleted during the period.
   - Tool: Certain BauApp products, including, but not limited to, BauApp Toolroom and BauApp Site-Logistics, help users keep track of tools used on construction sites. The Tools are created in the BauApp system by the Customer using the BauApp product or by the Service Provider's customer service at the request of the User. Tools listed in BauApp and Tools that are to be cancelled in a given calendar month or Subscription Period are also Tools in a given calendar month or Subscription Period.

b. Individual Subscription Quantities and Quantitative Units are only relevant for certain BauApp products. Therefore, not all possible Subscription Quantity Units apply to a particular Customer or to a particular Customer Contract and the Subscription Quantity specified therein. The parties may also specify additional special Subscription Quantity types in the Contract.

c. The actual Subscription Quantity accounted for in the Customer's BauApp system may be affected by the following events based on the use of the BauApp product and the BauApp system:
   - The Customer's Users are able to create or delete using the BauApp Product, thus changing Subscription Quantities, such as, but not limited to, Users, Projects, Delivery Notes, Blueprints.
   - The Customer's Users may also create Subscription Quantities directly using the BauApp Product, and users of other Customers in the BauApp System and BauApp Product may use the BauApp Product (see 23. Providing Access) to increase or decrease the Subscription Quantity for the Customer. For example, but not exclusively, in case of Projects or Delivery Notes, if a Customer shares them with or invites another Customer to use them, or designates a Customer therein, or shares them through the BauApp API or otherwise makes them available to Customers in a BauApp product or BauApp system.
   - At the request of the Customer's Users, the Service Provider's customer service may also use the BauApp product or the BauApp system to increase or modify the Subscription Quantities, such as, but not limited to, a User, a Project, a Deliver Note, Blueprint, SKU.
   - The above methods change the Subscription quantity and therefor automatically generate a Contract amendment without any further need for signing a new contract or signing a contract amendment or any other confirmation by either Party.

d. In order to invoice the Customer and to calculate the Subscription fees Service Provider has the right to measure, use and analyze the Subscription Quantity and the Quantitative units of Customer. Furthermore, Service provider may store this data for 6 years after the end of the Subscription period.

e. The Customer expressly acknowledges that changing, generating, increasing and modifying the Subscription Quantity in any form will have an irrevocable effect on Customer's Subscription Fee.

f. Furthermore, the Parties agree that the Contract or the BauApp Price List or the Pricing Option or other parts of the BauApp GTC may contain

other stipulations, minimum values that override the actual Subscription Quantities.

g. The Service Provider has the right to prescribe a minimum quantity or other quantity definition for each Subscription Quantity Unit in the BauApp Price List or Pricing Option or in other parts of the BauApp GTC. The Parties shall have the right to stipulate similar minimum quantities or other quantitative specifications in the Contract. In such cases, when calculating the Subscription Quantity, these minimum quantities shall be valid if the actually measured Subscription Quantity is lower than them.

h. It is valid for all Contracts that the minimum User quantity is 1, since the Customer must have at least 1 Administrator User.

14. Subscription fee

a. Subscription fees are calculated based on the Subscription Quantity and the valid BauApp Price List. The Parties shall stipulate in the Contract special calculation methods and conditions different than the BauApp GTC.

b. In order to invoice Subscription Fees, the Customer shall not be required to sign any performance certificate or Customer's internal purchase order or any other statements outside of the Contract.

c. The Subscription Fee is considered paid when the complete amount is credited to the Service Provider's bank account.

d. The Service Provider shall deliver the Subscription Fee to the Customer in the form of an invoice or payment request at its own discretion.

e. The Customer is obligated to pay the invoiced Subscription Fees within 14 days after the invoice was issued.

f. Customer may pay the Subscription Fee via bank transfer or by bank card payment.

g. When paying Subscription Fees by bank card in HUF or EUR amounts, the Customer can register their bank card for payment on the payment.bauapp.com page by clicking on the link in the email based on the BauApp Order Form, BauApp GTC, BauApp Price List sent by the Service Provider. During this so-called “token” payment, the Service Provider's system creates an individual token and initiates subsequent payments using this token. The Customer only needs to enter the bank card details once in the Barion payment interface. The Barion module creates the token from the bank card data and only this token shall be used for subsequent payments, and it will no longer be necessary to enter the bank card number, expiration date and security code for future payments during the Subscription period. As long as the Service Provider has a legal relationship as per the Contract, the Service Provider will charge the monthly Subscription Fees to the bank card provided therein. The Service Provider informs the Customer that the bank card data is not handled by the Service Provider. Barion Payment Zrt. (1117 Budapest, Infopark sétány 1., phone: +36 1 464 7099) carries out the blocking and payment process, so the bank statements shall specify “Barion Payment Zrt”.

h. When paying Subscription Fees by bank card in PLN amounts, the Customer can register their bank card for payment on the payment.bauapp.com page by clicking on the link in the email based on the BauApp Order Form, BauApp GTC, BauApp Price List sent by the Service Provider. During this so-called “token” payment, the Service Provider's system creates an individual token and initiates subsequent payments using this token. The Customer only needs to enter the bank card details once in the PAYLIKE payment interface. The PAYLIKE module creates the token from the bank card data and only this token shall be used for subsequent payments, and it will no longer be necessary to enter the bank card number, expiration date and security code for future payments during the Subscription period. As long as the Service Provider has a legal relationship as per the Contract, the Service Provider will charge the monthly Subscription Fees to the bank card provided therein. The Service Provider informs the Customer that the bank card data is not handled by the Service Provider. Paylike ApS,. (address: Hack Kampmanns Pl. 10, 8000 Aarhus, Danmark, email: hello@paylike.io, phone: +44 1403 540174)) carries out the blocking and payment process, so the bank statements shall specify “PAYLIKE”.

i. For all Contracts where a bank card payment has been specified, the Service cannot be used if no bank card information is provided. In such cases the Service Provider has the right to request bank transfer from Customer and issue the invoice accordingly.

j. If the Customer wishes to cancel the bank card registration, they must send their intention to cancel in writing to BauApp Customer Service at hello@bauapp.com.

15. BauApp Price List

a. The official BauApp Price List is not a separate document, but it is written into the core text of BauApp GTC's bellow. In addition, Service Provider may share pricing information in presentations, brochures, on website, in emails or on separate PDF's for illustration purposes. But the only official BauApp Price List is the one written in the BauApp GTC's core text bellow.

b. The bellow BauApp Price List contains more Pricing Options. The Contract of Customer defines the relevant pricing Option for Customer. The bellow BauApp Pricelist fees do not include VAT, and additional VAT may be applicable.

c. BauApp Project based Pricing Option: The primary Quantitative Unit defining the Subscription quantity is the number of projects. In the Contract the Parties define a Subscription quantity quota for the number of projects. Service Provider charges 1,090 EUR Subscription fee / calendar month / project. In this Pricing Option the Customer may have unlimited number of users. In Project Based Pricing Option the Customer may have unlimited number of Documents, however the Customer may only have a maximum 2GB of data volume in each project. If a project of the Customer generates a higher data volume for a calendar month, then Service Provider charges 250 EUR data Usage above quota Subscription Fee / month / GB for each GB data volume above this maximum data volume.

d. BauApp User based Pricing Option: The primary Quantitative Unit defining the Subscription quantity is the number of users. While Customer may have unlimited number of projects in the Customer account. In the Contract the Parties define a Subscription quantity quota for the number of users. Service Provider charges 99 EUR user Subscription fee / calendar month / user. In User based Pricing Option Customer may only have a maximum 50 Documents per User (so the total Document quantity divided by the User number may not exceed 50). If the Customer account generates a higher Document number for a calendar month, then Service Provider charges 0.5 EUR document Usage above quota Subscription Fee / month / document for each Document above this maximum number.

e. Standard BauApp Quota Contract Pricing Option: Many Contracts defines Subscription quantity quota with 3 Quantity Units: number of projects, number of users and number of documents. In this Pricing option Service Provider charges 399 EUR subscription fee / month / project and 39 EUR subscription fee / month / user and 0.5 EUR subscription fee / month / documents.

f. DTLS Project Based Pricing Option: This pricing option is available to Customers who belong to the Contractor, Developer, Subcontractor customer category and use the DTLS product on a project basis. The Quantity Unit that determines the Subscription Quantity is the number of Projects. In the Contract, the Parties define the Subscription Quantity quota as Project number. The Service Provider invoices 590 EUR subscription fee / month / project. In this Pricing Option, the Customer can have unlimited number of users, delivery notes and branches.

g. DTLS Distributor Pricing Option: This pricing option is available to Customers who belong to the Building Material Distributor or Building Material Manufacturer or Building Material Wholesaler customer category and do not use the DTLS product on a project basis. Within this pricing option, the Service Provider offers four pricing options to its customers: Basic, Pro, Enterprise, Enterprise Plus. The Service Provider presents the technical details and pricing of these pricing options in the table below, and shares them with the Customers in a separate document upon request. In this Option, the Customer can have unlimited number of users, but the Delivery Notes have a quantity limit as shown in the table below. If the Customer generates more Delivery Notes in a given calendar month, then Service Provider may invoice 0.5 EUR Usage above quota Subscription Fee / month / delivery note for each delivery note above the specified quantity limit of delivery notes.

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Table: DTLS Distributor Pricing Option

	BASIC	PRO	ENTERPRISE	ENTERPRISE PLUS
Monthly Subscription fee	0 EUR	0 EUR	990 EUR	3,350 EUR
Delivery note web application	yes	yes	yes	yes
Delivery note integration, API	no	yes	yes	yes
Support: email	yes	yes	yes	yes
Support: phone	no	yes	yes	yes
Support: personal and on site	no	no	yes	yes
Engineer consultant for integration	no	no	yes	yes
On-Premise server	no	no	no	yes
Product development consultation	no	no	yes	yes
Individual contract conditions	no	no	no	yes
Delivery note quantity limit / month	1,000	10,000	unlimited	unlimited

h. Scan module (also referred to as AI Scan or DTLS Scan or BauApp Scan) pricing option: this pricing option is available for Customers that are in the Developer, General Contractor, Subcontractor customer categories and use Scan product in project basis. The measurement units for Subscription quantity are number of Projects and number of Delivery notes. Customer may have unlimited number of users. Service provider invoices to Customer 249 EUR Subscription Fee / calendar month / project. In addition, Service provider invoices to Customer 0.99 EUR Subscription Fee / calendar month / delivery note for every new delivery note occurring in a calendar month. Every document that is scanned or photographed or uploaded as a delivery note is counted as a delivery note, independent from the processing result. In the Contract parties can optionally define a Subscription quantity quota for the number of delivery notes. The Subscription quantity quota for the number of delivery notes means the cumulative number of delivery notes for the entire given Subscription period (and not just for a month). For the calculation of the monthly fix delivery note Subscription fee the Subscription quantity quota has to be divided by the number calendar months in the given Subscription period. That is the monthly fix delivery note Subscription fee is equal to 0.99 EUR Subscription fee / calendar month / quota number divided to months. In case the Customer exceeds in the given Subscription period the Subscription quantity quota, then besides the fix monthly delivery note Subscription fee the Service provider also invoices 0.99 EUR Usage above quota for each further delivery note in the given month.

i. The Service Provider has the right to determine different Price lists and different Pricing Options for each Customer group according to usage, subscription type, the Customer's professional profiles or other aspects specified by the Service Provider. Service provider has the right to determine which current customer or potential customer qualifies as any of the following BauApp customer categories: VIP, Key Account, Developer, General Contractor, Subcontractor, Quality Inspector, Fitout, Building materials manufacturer, Building materials distributor, Building materials wholesaler, Architect. This BauApp customer categories may be independent of the Customer's real legal status or business status or any future change in that status. Such BauApp customer categories can have an impact on the pricing or on the applicable pricelist or applicable discounts for the Customer, and different BauApp customer categories may be eligible for special Pricing Options. Service provider has the right to change such BauApp customer categories in the future without providing reasoning. Parties shall consider this BauApp Price List as the valid Price list. The Service Provider selects the right the Pricing Options included in the BauApp Price List for each Contract. The Service Provider has the right to set certain restrictions and limitations regarding the selection of Pricing Options. Based on these restrictions, certain Pricing Options can only be selected subject to certain quantitative restrictions or can only be selected for certain Customer categories. At the request of the Customer, the Service Provider informs Customer about these restrictions.

j. Fair usage policy: For each pricing option, the customer is obliged to use only the reasonable amount necessary for the work, both in terms of Subscription quantity (for example: user, document, delivery note) and frequency of use. This rule is applied especially, but not exclusively, if the given pricing option contains an unlimited quantity unit. If the Service Provider somehow learns that the Customer violates fair use, according to the Service Provider's interpretation, the Service Provider has the right to refuse, limit or prevent excessive use and/or invoice the Customer for the excessive use as usage above quota. For example, in case of delivery notes the Service Provider will invoice Usage above quota for all delivery notes with an issue date that is more than 1 month earlier than the first day of the Subscription Period and/or with a delivery address that is different than the real, physical address of the project registered in BauApp system.

k. The Subscription Fees included in the Agreements are determined on the basis of the current BauApp Price List and may be modified by the individual and general discounts included in the Agreements. The Contract contains the list and extent of discounts that is given compared to the list prices to Customer.

l. The Service Provider shall share the BauApp Price List with each Customer as part of the GTC. Service Provider makes the BauApp GTC publicly available on its website. The Service Provider has the right to regularly update, change and amend the BauApp GTC together with the BauApp Price List and its Pricing Options. Amendments to the GTC can be found on the BauApp websites. The Service Provider is not obligated to separately explain, train each Customer about these amendments. It is Customer's responsibility to read and understand the entire BauApp GTC including the BauApp Price List and its Pricing Options, and to follow the changes, updates and amendments. The BauApp Price List changes enter into force (and the new BauApp Price list becomes valid and current) together with the BauApp GTC update.

m. BauApp serves customers in several countries and jurisdictions. BauApp publishes BauApp GTC in English, Polish and Hungarian language versions. BauApp Price List is different the different language versions of BauApp GTC not just in currency, but in actual fee figures.

n. For demo users or test accounts or certain BauApp User Roles, the Service Provider has the right to grant customers and users limited user rights for a given BauApp user role on a temporary or prolonged basis, based on free Subscription Fees. In such cases the Service Provider also reserves the right to change the price and terminate the free Subscription period.

o. In the case of Pay-as-You-Go Contracts, the Subscription Fee is calculated on the basis of the current BauApp Price List every calendar month. As such, the Parties agree that if the BauApp Price List changes, the new BauApp Price List will automatically serve as the basis for calculating the Subscription Fee for each Pay-as-You-Go Contract.

p. In case of a Quota Contract, the Parties shall record in the Contract the Subscription Fees for the initial Subscription Period based on the valid BauApp Price List in force at the beginning of the initial Subscription Period. If the BauApp Price List changes during the Subscription Period, it shall not affect the calculation of the Subscription Fee in the initial Subscription Period. However, at the end of the Subscription Period, if the Subscription Period is renewed for the next Subscription Period, the new BauApp Price List shall be valid for calculating the Subscription Fee during the next Subscription Period.

q. The Service Provider reserves the right to provide Bank card payment discounts to Customers for the use of bank card payment instead of bank transfer based on the BauApp Price List valid at the respective time. In such cases, if the Customer does not yet use the bank card payment method, then the Bank card payment discount granted shall automatically terminate, and the Subscription Fee will automatically increase for the period when bank card payment is not used by Customer and instead the Customer pays the Subscription Fee via traditional bank

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transfer.

r. Service Provider has the right to offer special discounts and announce promotions to selected Customers, and to provide discounts based on the promotional conditions on the BauApp Price List. In case the Subscription Period of a Customer automatically renews (see 7.d), then those promotions that were labeled “Seasonal promotion” or “Special promotion”, will cease and will not be applied for the next Subscription Period.

s. The Service Provider may unilaterally at any time apply an additional discount as “Special promotion” to a specific Customer, that has a reducing effect on Customer's future Subscription Fee. Service Provider will communicate such a Special promotion to Customer, and it will be applied to future Subscription Fees until the Special promotion is terminated by Service Provider. The unilateral introduction and termination of such Special promotion by Service Provider does not have to be confirmed by Customer neither in writing nor in any other way.

t. The Service Provider has the right to provide other services or discounts not included in the BauApp Price List based on an individual Contract signed jointly by the Parties.

16. Suspension of access

a. Within the Subscription Period, the Service and BauApp products shall be available to the Customer and to the User only as long as the Customer has no Overdue Subscription Fees payable to the Service Provider. If the Customer has any overdue payments to the Service Provider, the Service Provider shall have the right to suspend the Customer's access to the BauApp products and the BauApp system. Such suspension of access or termination of access shall not constitute a change in the dates of the Subscription Period.

b. The Service Provider is obligated to request the Customer in writing to settle outstanding payments before suspending the Customer's access.

c. The Customer's Subscription relationship will not be terminated if the Customer's access is suspended by the Service Provider due to outstanding payments.

d. In such cases, the Service Provider shall have the right, but not the obligation, to withdraw from the Contract and thereby unilaterally terminate the legal Subscription Relationship.

e. In order to resume any interrupted services, the Service Provider shall have the right to charge a reconnection fee to the Customer, the fee of which shall be the product of the time spent by the Service Provider and the current engineer's daily fee, but no less than of 790 EUR + VAT.

f. If Customer does not repay its Overdue Subscription Fees within 15 days despite repeated notices from Service Provider, then Service Provider has the right to invoice Customer the sum of all remaining Subscriptions fees of that Subscription Period. Based on the decision of the Service Provider such invoice can be a pro-forma invoice or a penalty fee or the usual VAT invoice.

g. Service Provider can also invoice Customer to cover the cost incurred for Service Provider during the collection process of the Overdue Subscription Fees. Service provider can add these costs to the total amount of Overdue Subscription Fees. Parties agree to the following fix rates for these costs:
- Overdue payment notification: 130 EUR + VAT
- Repeated Overdue payment notification: 130 EUR + VAT
- Payment notification by lawyer: 690 EUR + VAT
- Starting a court process or process with notary or process with collection agency: 1,200 EUR + VAT

h. Service provider has the right to invoice to Customer an interest rate on the Overdue Subscription Fee amount during the collection time period. The interest rate shall be equal to European Central Bank Euribor 3 months rate + 5%. Service provider can add these costs to the total amount of Overdue Subscription Fees.

17. BauApp User Roles

a. In the BauApp system, each functionality is grouped into BauApp User Roles. The names of the BauApp User Roles are defined by the Service Provider, and may differ in each language translation and do not necessarily reflect the real construction classification and scope of activities of the Customer or user. The Service Provider has the right to change the name of the BauApp User Roles.

b. The Contract signed by the Customer contains, as a general rule, the BauApp Products available to the Customer, and this defines the BauApp User Roles available to the Customer. If the definition of the BauApp User Role is missing in the signed Contract, the Customer shall agree that defining the BauApp User Role is the exclusive right of the Service Provider.

c. The Service Provider does not control the real scope of activities, construction classification and professional qualifications of the Customers and users, therefore they shall not be held liable or ensure their level of compliance with the BauApp User Role they use.

d. Similarly, the Service Provider shall not check the accuracy of the data provided by each Customer in the BauApp system or shared with other Customers, and the Service Provider shall not be held responsible for the accuracy of the data provided. Such information may include, but is not limited to: company name, username, project name, BauApp User Role, etc.

e. Individual users of individual Customers may be multiple types of BauApp User Role Users at the same time; however, certain role pairings are limited at the BauApp system level or under the Customer's Contract. These system-level restrictions may be unilaterally modified by the Service Provider in each new version, i.e., extended or reduced. The Service Provider shares more information with the Customers and Users in the product brochures and / or orally.

f. The Service Provider has the right to identify the person initiating the request in case of email, phone, online or personal inquiries received by the Customer Service. BauApp Customer Service and BauApp employees also have the right to verify a person's BauApp role, user status, and contractual entitlement. The purpose of this is for Customer Service to check the level of authorization of the person, to avoid possible unauthorized data sharing, abuse or misunderstandings.

18. Optional custom improvements

a. The Customer may, at their sole discretion, optionally order additional software development work, customizations, integrations and other engineering or consultant work from the Service Provider based on an additional Contract mutually accepted and signed by the Parties.

b. The development fee for individual optional developments shall be determined as the product of the current engineer's daily fee and the required engineer's daily work included in the Contract, as estimated by the Service Provider. A bill of completion signed by the Customer is required to invoice the development fee for this type of Custom Optional Developments.

c. Individual optional developments: Current engineer's daily fee for the work of BauApp's consultants or engineers is 400 EUR + VAT. The Service Provider reserves the right to change the engineer's daily allowance during any Subscription period.

d. Customer can have customized, individual workflows implemented in BauApp Protocol module. These protocols can also be reports, minutes, coordination workflows, permits and many other workflows. Implementing the BauApp Protocols or BCF (BauApp Custom Forms) is an Optional customer improvement, which carries a fee individually agreed by Parties.

19. Quality of service

a. Error reporting, error management

The Service Provider maintains a customer service available electronically or by phone to inform the Customers and to manage their reports, investigate and remedy complaints. Customers may submit comments on the performance of the Service to the Service Provider at the following customer service contacts: email: hello@bauapp.com, phone: +36 1 800 1936.

The Service Provider is available to Customers on business days between 9 am and 5 pm at the above contacts. The Service Provider is obligated to carry out any customer service communication only with the contact persons of the

Customer named in the Contract. The Service Provider is not obligated to engage in direct customer service or any other type of communication with the Customer's users, nor are they obligated to receive any information or announcements directly from the users.

The Service Provider works with the Jira Ticket Management system, in which the Service Provider's employees record customer reports and other tickets so the life cycle of each report can be trackedin detail.

The Customer is obligated to notify the Service Provider in writing of the event impacting operation and / or the insufficient realization of the service standard immediately after its occurrence, but no later than within 15 days. If the Customer fails to report the error within 30 days following occurrence of the error, they may not ulteriorly forward any claim for compensation or penalties regarding the error. If the fault persists, it is sufficient to report the continuous fault once and in the case of a continuous fault, the 15-day notification period shall start from the initial detection of the fault. The Customer may only base a written claim to the Service Provider on a penalty or compensation for the errors included in this section and indicated within the deadline.

b. Availability

The Availability R% level is assessed once per calendar year. The Service Provider shall perform the Service without fault if its Availability with respect to the Bauapp product reaches or exceeds

- an annual average of R% = 98% within the Guaranteed Service Time Period

- an annual average of R% = 95% outside of Guaranteed Service Time Period.

Guaranteed Service Time Frame: Monday to Friday, between 8 AM and 8 PM each day (5 days per week, 12 hours per day).

(i) Within the Guaranteed Service Time: Availability is the planned annual availability ratio (expressed as a percentage) for the Service within the Guaranteed Service Time Frame, which shows how the actual availability of a particular Bauapp product is relative to the nominal availability value expressed in %.

Calculation: R% = ((Tgsi-Trl) / Tgsi) * 100 where:

R% is the Percentage of Availability

Tgsi is the Guaranteed Service

TimelineTrl is the Emergency Down

Time

(ii) Outside of Guaranteed Service Time: Availability is the planned annual availability rate (expressed as a percentage) for the Service outside of the Guaranteed Service Time Frame, which shows how the actual availability of a particular Bauapp product is relative to the nominal availability value expressed in %.

Calculation: R% = ((Tgsi-Trl) / Tgsi) * 100 where:

R% is the Percentage of Availability

Tgsi Outside the Guaranteed Service Time Frame

Trl is the Emergency Down Time

20. Warranty and compensation, severance pay

If the Customer makes an extraordinary termination due to non-compliance with the minimum threshold of the Service Standard undertaken by the Service Provider, the Customer shall be entitled to a refund of the time-proportionate part of the Subscription Fee already paid by Customer for the period from the beginning of the termination to the end of the Subscription Period.

The Service Provider shall not be held liable for any damage resulting from incorrect, unprofessional, improper, unlawful or illegal use of the BauApp product. Taking into account the low Subscription Fees, the Service Provider shall limit the maximum amount of compensation to be paid for damages incurred by the Customer and all other penalty payment obligations for Service Provider under this liability to a maximum of 8% of the annual net Subscription Fee for the current Subscription Period.

The Service Provider shall not be held liable for damages resulting from defects that occur outside its area of interest or that cause the use of the product to be restricted outside its area of interest. Such cases are in particular, but not limited to:

• errors caused by operating personnel and users

• quality and bandwidth of wired or mobile internet and local network

• quality degradation due to parallel overload caused by other systems (e.g. network, software), error phenomena

• hardware failures

• NFC or RFID hardware failures

• printed QR code printing errors or interface errors

• operating workstations, local area networks

• improper use

• operating system and other system software errors (e.g. database)

The Parties agree and accept that the sum of all types of compensation, penalty payment, payments for damages, indemnity payments claimed by the Customer and payable by the Service Provider based on the Parties' legal relationship or the faulty operation of BauApp products or services, as well as based on any and all damages, business damages, lost profits originated therefrom, or based on any provision of the GTC or the Contract or based on any other agreement signed between Parties (including all memorandums, non-disclosure agreements), shall be in total limited to a maximum of 8% of the Subscription fees invoiced by the Service Provider and paid by the Customer in the given year. Parties agree that this strict rule supersedes any other agreement or contract signed by the Parties before the Subscription period or during the Subscription period.

When using BauApp products (especially, but not limited to DTLS, BauApp Delivery Note and BauApp Warehouse), the Service Provider draws the Customer's attention to the fact that compliance with the financial and accounting laws and regulations, and the financial settlement with its business partners is entirely the Customer's responsibility, especially, but not exclusively considering control and reception the quality and quantity of the building materials. It is the Customer's responsibility to coordinate and comply with the legal process prior to the introduction of BauApp and the electronic business processes and communications developed using BauApp, both in the Customer's own domain of interest and with respect to their business partners. Furthermore, the Service Provider declares that the BauApp products are not products subject to state licensing, therefore they do not have an official license, they did not have to be notified to an authority, compliance with any legislation did not have to be inspected by an authority. Furthermore, the Service Provider draws the Customer's attention to the fact that it does not guarantee the correctness and accuracy of the product information appearing in BauApp products (especially, but not exclusively, the BauApp Delivery Note and BauApp Warehouse) or in the DTLS Database, as they are provided by third parties. The parties assume responsibility, in particular, but not limited to, the correctness of the building materials' data, product performance data, manufacturer identification, and distributor identification, as well as the building materials or the identifiers affixed to the delivery note. Therefore, the Service Provider shall not be held liable in connection with this data.

The Service Provider requests that the Customer immediately report to the Service Provider any inaccuracies, incorrect or misleading data that it detects in the BauApp products, DTLS Database or other interfaces that may be linked to BauApp.

The Parties shall not be obligated to compensate the other Party for the damages or portions thereof resulting from the Party not taking action in order to prevent or reduce the damage as would normally be expected in the given situation or in accordance with the provisions of the GTC and the Contract. In fulfilment of the obligation to prevent and mitigate damage, the Customer undertakes to notify the Service Provider immediately if they notice that the BauApp product is not working or is not working satisfactorily.

The Service Provider shall not be held liable for damages resulting from a failure or insufficiency outside the Service Provider's area of interest, including the destruction or late arrival of messages and data packages; including failure of other software and operating systems, unexpected operation of mobile devices, and damage caused by the failure, unexpected operation, of mobile hardware devices, NFC antennas, printers, and other peripherals, or the damages resulting from the consequences of such failures. In the event of loss, theft or destruction of the mobile device, the Service Provider shall not be held liable for any damages resulting from third parties gaining knowledge of the content of the data stored on it.

Only the persons carrying out any activity that violates the security of the Parties'IT systems (e.g., the use and distribution of viruses or other codewords, software) or other unharmful or malicious hacking activities shall be held responsible for their activities. Each party is obligated to do everything in their power to protect against and avoid such persons and events.

The Service Provider warrants that it has the rights to sell the software to the Customer. If any third party makes a claim against the Customer due to infringement of codes, program lines or other copyrighted materials, registered

patents or copyrights delivered within the framework of this legal relationship, the Customer shall immediately notify the Service Provider and provide the data supporting the claim. The Service Provider undertakes to indemnify the Customer against such claims at its own expense.

The Customer is solely responsible for the confidentiality of the Username, Password and DTLS Codes and other identifiers as well as for all activities that have taken place using the Username and Password or other user accesses.

21.

22. Intellectual property protection

a. The ownership of BauApp products and product range belongs entirely to the Service Provider. All services, products, standards, concepts and technologies specified in BauApp product brochures, specifications, Subscription Contracts or the Contract, as well as any and all optional or other custom enhancements, including checklists, reports, statements, questionnaires, folder structures, and websites, are the property of the Service Provider. The Service Provider reserves all property rights and all copyrights with regard to the source code, documentation, software and hardware elements of all the above, as well as forms, reports, workflows, protocols, minutes and process descriptions, BauApp Protocols, BCF (BauApp Custom Forms), and all Optional custom improvements (see point 18.). The Customer does not acquire any ownership or other right of disposal with respect to the BauApp products, product range, or their concept, source code and documentation. The Customer acquires user rights for personal use for the duration of the Subscription Period only, but does not acquire any further development, modification, resale or other rights. The Service Provider reserves all rights to product descriptions and BauApp products accepted or generated or transferred between any parties, and may freely sell them to other customers, further develop, modify or extend patent protection regarding them.

b. The Service Provider has exclusive ownership of the BauApp, DTLS and Digital Site-Logistics Standard.

c. Bauapp Product Database and DTLS Product database (Referred to as Product Database): The Product Database is a database of construction materials and contains mostly the details of construction material manufacturers, wholesalers, materials, products, the technical and logistical data of the products, their unit of quantity and product identifiers. Optionally, you can include product background documents, files such as a product performance statement, and so on. The Product Database does not contain building material price information. The Product Database does not contain the quantitative information of the individual delivery notes and the sensitive information in the Delivery Notes. The product data in the Product Database is not considered by the Parties to be sensitive data in the Delivery Notes. The contents of the Product Database are provided to Customers by the BauApp Delivery Note, BauApp Warehouse, BauApp Scan, other BauApp Web and Mobile Applications, Integration Channels, and other DTLS products.

d. To collect data for the Product Database, the Service Provider's own employees upload data from sources independent of the BauApp system, and Customers also have the ability to upload data directly through the Service Provider's customer service or directly using BauApp products or the BauApp API (or DTLS API or DTLS FTP). Acquiring, verifying, and displaying the contents of the Product Database created by the Service Provider requires significant expense on the part of the Service Provider. Therefore, the Service Provider, as the producer of the Product Database, is subject to the provisions of Act LXXVI of 1999 on Copyright. Act XI / A. and is entitled to protection under this chapter. The Customer further acknowledges that the Service Provider, as the producer of the Product Database, is entitled to reproduce all or a significant part of the contents of the database by making copies, making them available to the public, distributing copies of the database or transmitting them to the public, or giving consent to third parties. Customer acknowledges that the producer of the database is entitled to the rights detailed above, regardless of whether certain elements of the database are protected by copyright or any other legal protection. Based on the above, the Customer expressly agrees that the data uploaded by him or the Service Provider may be stored, preserved, managed or modified in the Product Database by the Service Provider without time limit, regardless of whether the data is publicly available and data may be confidential and contain information covered by business secrets or intellectual property. The content uploaded to the Product Database is free to be used by the Service Provider for BauApp products. Service Provider is not obligated to delete any item from the Product Database.

e. The Service Provider reserves the right to make regular changes to the content of the Product Database, to merge previous products or to overwrite or edit the data, based on quality assurance or legal considerations.

f. The custom solutions implemented in the BauApp Protocol modules are the Intellectual Property of Service Provider. It is an exception to this if the Parties expressly agree otherwise in the Contract.

g. By implementing integration on the Integration Channels, Customer does not create any intellectual property. The source code and all documentation for the API and FTP and other Integration Channels are considered part of the BauApp product and system by the Parties. The QR code used in BauApp products, DTLS product code is also the intellectual property of the Service Provider.

h. BauApp is the registered trademark of Service Provider.

i. DTLS is the registered trademark of Service Provider.

23. Customer’s business data protection

a. Protection of Customer's Business Data: Customer owns all confidential business data generated by the Customer in the BauApp System and any confidential data, blueprints, documents, delivery notes, shipping information, expense or receipts, inventory statements, and other documents that the Customer has completed or uploaded that contain Customer's trade secrets. These data and documents shall not be passed on by the Service Provider to third parties, and without the express consent of the Customer may they be the subject of presentation by the Service Provider. An exception to this is if any content, document (for example: questionnaire, data, template, blueprint, document) is also publicly available; or if another customer provides a similar form, data, template, blueprint or document specification to the Service Provider in a credibly proven manner; or if the form, data, template, blueprint, document is considered general. The Service Provider has the right to view and examine in detail any data uploaded to the BauApp system with the intention of quality assurance or due to its legal obligations.

b. Delivery note data protection: Delivery Notes generated by Customers are the property of that Customer. The Service Provider takes special care to protect the Delivery Notes uploaded by the Customers and the "Sensitive Data of Delivery Notes", as they are the trade secrets of the Customers. "Sensitive Data of Delivery Notes" includes the name of the Issuer (Seller or Supplier) on the delivery notes, the name of the Buyer, the name of the Delivery Address or Project, the name of the Freight company and the actual quantity (excluding the quantity measurement units) of the products listed on the Delivery Note, or data derived from above items. The names, identifiers and quantity units of the products included in the Delivery Note do not qualify as "Sensitive Data of Delivery Notes". The Service Provider may not share the Delivery Notes and the "Sensitive Data of Delivery Notes" with unauthorized third parties. A Customer or third party may only access a Delivery Note or "Sensitive Data of Delivery Notes" or any analysis or statement derived from these, which originates from Delivery Notes that the Customer generated or is part of the Delivery Note, or the Delivery Note is otherwise intentionally shared with that Customer by another Customer. However, any quantitative analysis that shows the actual quantity data of a delivery note of a Customer is considered "Sensitive Data of Delivery Notes".

c. The Service Provider expressly undertakes not to pass on to its Owners, as well as to any other investors any confidential business data or " Sensitive Data of Delivery Notes " owned by the Customer. The Service Provider undertakes not to provide the Owners with any special type of access that is not available to other Customers in the BauApp Product. Exceptions to this are the Service Provider's accounting and own financial statements, which include the names of the Customers, the details of their contract with the Service Provider, and the Subscription quantities and Subscription fees invoiced by Service Provider to Customers.

d. The Customer and the Customer's Users may use the BauApp system to share the contents of the delivery notes with other Customers or third parties. There are several ways to share this data (see 24. Provision of Access, Data Sharing) at Customer's discretion. For example, but not limited to: designating other Customers or third parties as Buyers, Carriers, Recipients in the Delivery Note. In addition, if any party physically accesses the BauApp delivery note and electronically reads the QR code on it, the delivery note information will also be shared with

that party. This type of data sharing is accepted by Parties.

e. For all delivery notes issued outside the Bauapp System and later entered into BauApp system by using the BauApp Products (for example: photo, scanning or other ways) Service Provider holds that data the customer's business data only for the customer whose users entered the data into the BauApp system. Service Provider is not obligated to examine which legal entity was the original issuer of that delivery note. That third party does not automatically become customer of Service Provider. Therefore, Service Provider is not obligated to protect the business data of this third party.

f. Statistics: The Service Provider expressly undertakes not to prepare or make available any data analysis, statistics or other statements where the sensitive data of a Delivery Note of one Customer can be seen. Thus, each Customer has access only to the sensitive data of the delivery notes affected or used by it. However, with regard to other data not affecting the sensitive data of the delivery notes, the Service Provider has the right to perform statistical data analyzes using the Customer's data and other BauApp system usage data when developing new versions of BauApp products. In these data analyzes, the Service Provider is obliged to ensure that the sensitive data of delivery notes, individual Customer data, unique user data, Customer names cannot be directly extracted or inferred. Personal data cannot be extracted from the statistics generated by the data analysis, they cannot be traced. It is not possible to deduce from the data analyzes, in combination with other data, the identity of the Customer or the identity of the user or the sensitive data of delivery notes.

g. Service Provider has the right to use all data and documents uploaded to BauApp system for the further development, improvement, teaching of the BauApp System. Especially in case of developing software solutions and building their related databases based on artificial intelligence, machine learning, OCR and other technologies (referred to as AI systems). All data and documents uploaded to such databases and AI systems will remain part of the AI system even after that piece of data or document is deleted in the BauApp Product or the given Customer has no longer a Subscription Contract with Service Provider. Service Provider undertakes no obligation to retrospectively delete or to attempt to delete such data or document from the AI system.

h. Parties understand and accept that for the development of AI systems (for example to support the machine learning) Service Provider will use human resources to conduct data cleaning, data correction, quality control on the Customer business data. For these processes it is essential that the employees or otherwise contracted human resources of Service Provider will have direct access to Customer business data. Such controlling process takes time, therefore certain data will be modified not immediately but after a given time. Furthermore, the parties accept that for the development and operation of the AI systems, the Service Provider has the right to use third-party software and online systems and to upload the above-mentioned data to such systems for processing and development purposes.

i. The Customer shall be unconditionally and unlimitedly liable to both the Service Provider and third parties for the truthfulness and legality of Delivery Note data and Product Database product information uploaded by the Customer. The Customer has an unlimited liability (liability) for damages arising in this respect. The services provided by the Service Provider may only be used within the framework of the applicable legislation, without prejudice to the rights of third party(ies) and the Service Provider, and in compliance with the GTC. The Customer further acknowledges that the content made available by the Service Provider is for information purposes only, the Service Provider shall not be held liable for the accuracy, reliability, completeness, suitability for a given purpose, nor direct or indirect damages resulting from their absence.

j. Customer shall have sole and full responsibility for the Delivery Note data and Product Database product information uploaded by the Customer, directly or indirectly, in compliance with applicable legal requirements, in particular, but not limited to, Regulation (EU) No 305/2011 of the European Parliament and of the Council and Regulation (EU) No 275/2013. (VII. 16.), Government Decree 261/2011. (XII. 7.) and Act C of 2000 on Accounting. The Service Provider shall not be held liable, nor shall they provide any warranties for the conduct of the Customer vis-à-vis other Customers or third parties.

k. The Service Provider shall not be held liable for the content or legality of the Delivery Note data and Product Database product information data uploaded directly or indirectly by the Customer. The Customer acknowledges that the obligations and disclaimers contained in the GTC apply regardless of whether the Customer has uploaded the data via use of the BauApp product by its own Users or via uploading the information received from the Customer for this purpose by the Service Provider's customer service.

l. The Service Provider shall not be held liable for any errors or omissions in the content of the BauApp Products. Due to the nature of the services, the Service Provider shall not be held liable for the information or content made available by the Customer via the BauApp Products. Service Provider shall not be held liable for the Customer's conduct.

m. In addition to the data export options learned in the BauApp product, the customer has no other data export options available as part of the service.

n. The Parties do not consider the fact of concluding a contract between the Parties to be a business secret or confidential data, as joining the BauApp system is in itself important information for the Customer's existing and potential partners.

o. If, in addition to using BauApp products or the BauApp system, Customer provides BauApp employees in person, by email or otherwise, any document or other content that contains Customer's intellectual property or trade secrets or confidential information, Customer shall clearly disclose that fact, and to indicate this in writing on the contents or documents, and to mark those contents with “Confidential Information” before handing them over to the employees of the Service Provider.

p. Employee protection, trade secret protection: the Customer agrees not to employ during the Subscription Period and for 24 months thereafter as an employee or agent any person who is an employee or agent of BauApp Kft, DTLS Kft., Mobilengine Ltd, Mobile Engine Kft. or the Hungarian Branch of Mobilengine Ltd. The Customer also agrees not to contract a person who is an employee, manager or owner in a company that is an employee or agent of BauApp Ltd., DTLS Kft., Mobilengine Ltd, Mobile Engine Kft or the Hungarian Branch of Mobilengine Ltd during the Subscription Period and for the following 24 months. A breach of the obligation under this clause shall be considered a serious breach of contract in which case a breach of business secrecy shall be presumed. In the event of a breach of a company's obligation under this clause, the Parties agree that the Party against whom the breach of contract has been committed shall be entitled to a penalty of 27,400 EUR + VAT payable by the breaching Party and 27,400 EUR + VAT in respect of the alleged breach of business secrecy. If the illegal workforce employment also results in other violations, either Party shall be entitled to enforce their additional rights.

q. The Service Provider shall not be held liable for any conduct (especially damage) resulting from the unprofessional, illegal, anti-GTC or anti Integration Channel document use of the service.

r. Parties regulate in detail how the Service Provider protects the Customer's confidential and secret business data in these GTC and specifically in this section " Customer’s business data protection".

24. Privacy Policy – GDPR

The Service Provider states that it has prepared its data protection regulations in accordance with the General Data Protection Regulation (GDPR) and other applicable legislation in accordance with legal regulations in order to protect personal data, and complies with the provisions therein. The purpose of the Service Provider’s Privacy Policy is to define the scope of personal data managed by the Service Provider as a Data Controller, the method of data management, and to ensure respect for the privacy of natural person Users, data protection and data security requirements, and to prevent unauthorized access, alteration and unauthorized disclosure or use of the data. The BauApp data protection regulations – which title is: “BAUAPP DATA PROTECTION POLICY” form an additional and inseparable part of the GTC. The applicable BauApp Data Protection Policy is available at the following URL: www.bauapp.com/gdpr. The Service Provider reserves the right to unilaterally amend or update the BauApp Data Protection Policy from time to time and to inform Customers in writing thereafter.

a. Parties agree that Customer may only be a legal entity. Customer may not be natural person. The Customer is not considered a consumer.

b. The users of the BauApp product used by the Customer may only be natural persons who have a direct or indirect employee, subcontractor, agent or service provider contract with the Customer. Users do not enter into a direct contractual relationship with the Service Provider.

c. The Parties agree that the Service Provider has the right to contact the Customer or any User based on its email address or phone number provided in the BauApp system. In order to ensure the operation and development and sale of the BauApp product range, the Service Provider may regularly communicate with the Customer and the Customer's users. Neither s Customers nor Users may refuse or impede such communication.

d. The Service Provider records the names, email addresses, phone numbers, details of work, GPS coordinates and IP addresses of the User, his / her employees and business partners at several points in the BauApp products and system. The parties acknowledge that this recording is necessary for the functioning or maintenance or operation or sale of the BauApp product and therefore consent to this.

e. The parties accept that in many cases the Service Provider records and preserves the sound recording of phone conversations in the phone system of its customer service in order to ensure quality.

f. The Parties agree that the Customer is obligated to inform and educate the Users about all types of BauApp products, the BauApp system and the BauApp Data Protection Policy. The Customer undertakes to inform the Users registered by him about the protection of personal data and about the handling and use of personal data. The Service Provider shall not be held liable for damages resulting from any violation or omission of this provision.

25. Data security

The security of the Personal Data and Special Data managed by the Service Provider, as well as the confidentiality of the communications transmitted using the Internet network are primarily threatened by various types of computer abuse and attacks. Such types of abuse are, in particular

- computer viruses, which may result in the damage or destruction of personaland other data stored by the Service Provider,
- computer hacking, during which unauthorised persons may access, change or disclose personal and other data stored by the Service Provider,
- cyber piracy, in which the content of communications transmitted via the Internet can be scanned by unauthorized persons.
- Both the Service Provider and the Customer are obligated to take the technical and organizational measures expected of them in order to reduce or eliminate the hazards specified above.

The Service Provider protects the managed data against unauthorized access and use with appropriate organizational and technical (IT) measures. As part ofdata security, the IT System that manages the data may only be operated by persons with the appropriate level of access rights. Appropriate level of access rights is considered to be access adapted to the so-called “need to know” principle, the essence of which is that access should only be granted to the extent that is strictly necessary for the performance of the work and only to the person responsible for data management / processing.

Data security also includes the logging of user operations on IT systems that also handle certain personal data. The depth of logging (exactly what the logging covers) can vary from system to system, with the aim of helping to establish responsibility in the event of possible misuse. Each log file is systematically reviewed by the Service Provider.

The Customer is obligated to do everything expected of them to protect their data, especially the login ID and password (code) required to use the Service provided by the Service Provider. The Customer is responsible for all events and activities that take place using their login Codes or passwords (codes).

26. Provision of Access, data sharing

In the BauApp system, Customers and Users can share different data with each other. Such data may include, but is not limited to: Project data, Blueprints, other document files, folders, User lists, subcontractor partner lists, Project participants, issue tickets, checklists, Delivery Note data, construction material data, Tool and material data and warehouse data etc. This data will be shared with other BauApp users and Customers by the Customers and their users at their sole discretion and responsibility. Such data sharing is called Provision of Access.

Based on the BauApp settings, in many cases, Customers and users are able to share and transfer the same data or data folders to other Customers and users outside of them, and to grant Access to other Customers based on the Access granted to them.

The Service Provider (see 16. BauApp User Roles) does not verify or inspect, and shall not be held in any way responsible for, and does not guarantee the true identity, real name, company name, role of each Customer and user, nor their compliance with the name, company name, email provided in the BauApp system. It is the responsibility of Customers and Users to verify other users’ true identity, real company name, personal name, and genuine authority in the employment relationship.

The Service Provider shall not be held liable for any damage, breach of confidentiality or trade secrets resulting from the Provision of Access, which was based on incorrect data sharing or deception, or on the basis of incorrect Customer or user company name or DTLS Company Code, name, email address, furthermore in case of Intelligent Delivery note, on the basis of QR code reading.

It is the duty and responsibility of each Customer and user to immediately notify the Customer or user initiating a Provision of Access if any false Provision of Access had been provided for them or if they have become aware of any incorrect Provision of Access. In such cases, it is the duty of the initiator of the Provision of Access to immediately correct the erroneous Provision of Access. The Service Provider is not in a position to take action in such cases and shall not be held liable for any resulting damages, as the Provision of Access and its termination may be traced back to the activities of the Customer or the user.

It is the Customer’s own responsibility to verify which company or administrator or Customer invites them to their user account through BauApp registration or DTLS Company Code. In addition, it is also the Customer's own responsibility to control to which additional Customer they provide Access. The Service Provider shall not be held liable for any damages resulting from incorrect or faulty Provision of Access due to incorrect use of the BauApp product.

The Parties shall not consider certain Customers sharing confidential or other Customer data with each other through Provision of Access a breach of the Service Provider's data protection obligation.

There are a number of technical ways to provide Access in the BauApp system, including the ability for Customers and Users to provide Access using Microsoft OneDrive, for which Customer and User agree to the Microsoft Terms of Use, located at

https://www.microsoft.com/en-us/legal/intellectualproperty/copyright/default.
The Service Provider shall not be held liable in any way for the use of Microsoft OneDrive, for any errors or damages resulting therefrom.

There are several technical ways to share data for different content in the BauApp system. Examples include (but are not limited to): Involving partners in BauApp web applications, involving external users, assigning issue managers, engaging subcontractors, involving an external designer or technical inspector, entering DTLS company Codes in delivery notes to the freight company or recipient or buyer points and use of DTLS API or DTLS Using FTP. In some cases, the BauApp product has a feature that allows Customer or the User to cancel each data share. However, the Parties acknowledge that in many cases, due to the nature of the data sharing or the specific nature of the BauApp system, a particular data sharing cannot be revoked. Therefore, the Customer does not have the legal or technical possibility to withdraw the data shared in the BauApp system with other Customers, users or the Product Database during or after the termination of the Subscriber's legal relationship.

27. Integration Channels

As part of its BauApp products, Service Provider offers Customers a number of integration options, such as the BauApp API, the DTLS API, and the DTLS FTP (hereinafter Integration Channels).

a. Based on the feedback received from the Customers, the Service Provider continuously develops the technical functionality and capabilities of the Integration Channels in each software version. Separate documentation is available to describe this technical content, which is also regularly updated and modified during Software Updates in each BauApp product version. There is a wide range of these documents and they can be downloaded online or directly from the Service Provider's staff, such as: DTLS API White Paper, DTLS API Technical Guide, DTLS FTP White Paper and Technical Guide. The Service Provider provides the Integration Channels only in the viewed state up to the capabilities of the current BauApp Product version. By implementing the integration, the Customer accepts the content of these documents.

b. Service Provider reserves the right to change the technical content of the Integration Channels in each BauApp product version at its sole

discretion. Service Provider will make every effort to ensure that each individual integration is functional with future BauApp Products as well. However, Service Provider reserves the right, in its sole discretion, to make improvements to BauApp Products or Integration Channels that require Customer to further develop individual integrations already implemented for seamless and full-featured operation of the integration.

c. In these technical descriptions, the Service Provider describes to the best of its knowledge the technical capabilities of the Integration Channels and the tasks and conditions necessary for the Customer to integrate. However, the assessment of integration tasks and capabilities is the responsibility of the Customer with respect to its own IT system. However, the Parties acknowledge that it is not the Service Provider's responsibility, but the Customer's sole responsibility, to assess the integration, select the appropriate Integration Channel, plan the integration, implement, test and operate it in Customer's IT system or in any other area, necessary for its operation.

d. It is not the responsibility of the Service Provider to get to know the Customer's own IT system, or to examine or check in any way how the integration will affect the operation and error-free operation of the Customer's own IT system.

e. The parties agree that implementing, operating, maintaining and further developing the integration, is not the Service Provider's, but the Customer's full cost.

f. The Service Provider makes every effort to ensure the accuracy and up-to- dateness of the documents listed above and to ensure the reliable operation of the Integration Channels, however, the Service Provider is not responsible for their trouble-free operation without interruptions or downtime.

g. The Service Provider has the right to inspect the integration implemented by the Customer at any time due to the security, technical and legal aspects of its own and not for the purpose of full quality control. Based on this inspect, the Service Provider has the right to grant or deny access to the Integration Channels to the Customer with immediate effect at any time, based on a unilateral, individual decision. It is the Customer’s obligation to support this audit. These inspections do not constitute a liability or technical confirmation by the Service Provider.

28. Miscellaneous provisions

a. Communication: The parties accept communications sent by registered post, as well as the sent emails from and to the contact email addresses specified in the Contract and the GTC as the way of communication between them.

b. Contract amendment: Amendment and supplementation of the Contract is possible by the Parties on paper form or PDF with electronic signature or on online form as specified earlier in the GTC.

c. Transfer: The Customer consents to the Service Provider transferring its rights and obligations arising from this Contract and the Contract signed by the Parties to a third party in case of prior notification of the Customer 15 days prior to the transfer date. The written consent of the Customer is not required for the transfer.

d. Confidentiality: The Parties agree that with regard to all confidential business data related to the performance of this cooperation, they are obligated to treat the data and information they become aware of during this relationship as confidential both during the validity of the Subscription relationship and following its termination. Exceptions to this confidentiality are the rights and authorizations specified in the references.

e. Reference: The Customer agrees that the Service Provider may use the fact of their legal relationship and order between them on the online interface, in the BauApp product and system, in printed materials, presentations as a reference, with indication of the Customer's company name and logo.

f. Law: With regard to issues not regulated in the Contract and the GTC, the provisions of the Hungarian Civil Code concerning business contracts and the provisions of other relevant legal regulations shall apply accordingly.

g. Court: The Parties shall endeavor to resolve disputes arising from or in connection with this Contract through out-of-court settlement. If the parties fail to settle their disputes amicably, depending on the value of the subject matter of the lawsuit, the Buda Central District Court stipulates the exclusive jurisdiction of the local court, and the court has jurisdiction under the general rules of the Code of Civil Procedure.

End of GTC text