

## BAUAPP GENERAL TERMS AND CONDITIONS (GTC)

This document is the text of the General Terms and Conditions applied by Bauapp created on January 1, 2018 and amended several times (hereinafter referred to as the "GTC"), consolidated with the amendments added on September 9, 2020, in accordance with the provisions contained in Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter referred to as the "GDPR") and Act CXII of 2011 on Informational Self-Determination and Freedom of Information (hereinafter referred to as the "Privacy Act"), as follows.

### 1. Service Provider

Under this GTC Bauapp Polska and Bauapp Kft. are the two exclusive providers of the BauApp products and services (any of them hereinafter referred to as Service Provider, together hereinafter referred to as Service Providers).

#### Legal details of Bauapp Kft

Registered seat: Lévyay u. 2., Miskolc 3529, Hungary  
Sales office: Révay utca 10., Budapest 1065, Hungary  
Company registration number: 05-09-030273  
Tax number: 26159991-2-05  
Represented by: Krisztina Lajtósné Solcz, Managing Director  
Phone: +36 1 533 3073  
Email: [hello@bauapp.com](mailto:hello@bauapp.com)  
Website: [www.bauapp.com](http://www.bauapp.com) and [www.bauapp.hu](http://www.bauapp.hu)  
Bank account number:  
IBAN: HU26103000021069680949020011  
Swift/BIC: MKKBHUHB  
Bank: MKB Bank Zrt.  
Bank address: Váci utca 38., Budapest 1056, Hungary

#### Legal details of Bauapp Polska: BauApp spółka z ograniczoną odpowiedzialnością oddział w Polsce

Registered seat: ul. Grzybowska 62, 00-855 Warsaw, Poland  
Company registration number: 0000827283  
Tax number: PL1080023801  
Represented by: Adam Dalnoki, Director  
Phone: +48 32 224 74 61  
Email: [klient@bauapp.com](mailto:klient@bauapp.com)  
Website: [www.bauapp.com](http://www.bauapp.com) and [www.bauapp.pl](http://www.bauapp.pl)  
Bank account number:  
IBAN: PL26 1020 1026 0000 1402 0439 4755  
Swift/BIC: BPKOPLPW  
Bank: PKO Bank Polski SA  
Bank address: ul. Puławska 15., 02-515 Warsaw, Poland

### 2. Agreements

The general legal and business relationship between the Service Provider and its Customers shall be governed by the General Terms and Conditions, hereinafter referred to as the "GTC". The specific business and legal relationship between the Service Provider and its Customer (hereinafter jointly referred to as the "Parties") as well as the Customer's Subscription Relationship with regard to BauApp products shall be governed by the Purchase Order or Subscription Agreement (hereinafter referred to as the "PO") signed by the Parties and by this GTC.

- a. In the event of any dispute or conflict between the PO and the GTC, the PO shall prevail in all cases and the provisions contained therein shall override the relevant clauses of the GTC.
- b. The first version of the BauApp GTC was created on 1 January 2018 and was subsequently amended several times. The Service Provider reserves the right to update the GTC on a regular basis and revise it,

where appropriate, based on changes in the Hungarian or Polish or EU regulatory environment, market trends, software technologies, mobile hardware technologies or the BauApp business policies. The current and valid version of the GTC can be accessed and downloaded at <https://bauapp.com/gtc>.

- c. Amending the GTC: The Service Provider has the right to unilaterally amend the GTC. The Service Provider shall notify its Customers about all unilateral amendments to the GTC. The unilateral amendment to the GTC shall not affect the terms and conditions mutually agreed by the Parties in individual POs, including the Subscription Fees payable or the Purchase Quantity.

### 3. BauApp products

- a. General description of the BauApp line of products: BauApp is a range of mobile and web-based software applications that support automation for workflows specific to the construction industry. Our Customers mostly utilize our applications in the construction industry, but their use is not limited to the construction industry.
- b. Software: The applications are software applications developed for mobile phone, complemented with web-based and server-based software applications. Technical elements of the line of products: BauApp mobile application, BauApp Backoffice web application, BauApp Webforms web application, BauApp BI dashboard web application, BauApp reporting system.
- c. Mobilengine: Mobilengine Ltd. (1 Northumberland Ave., London WC2N 5BW, United Kingdom) is a strategic partner of BauApp. BauApp products are largely built on and developed using the Mobilengine platform and technology. The detailed but incomplete description of the Mobilengine platform and technology is included in the Mobilengine Whitepaper, which is available for download here: <https://mobilengine.com/solutiondoc/download-mobilengine-whitepaper/>. BauApp Customers shall not enter into a direct business or legal relationship with Mobilengine by signing the BauApp PO or accepting the BauApp GTC.
- d. Products: Individual products offered as part of the BauApp product line can be used one at a time or all at once, based on the designation of the BauApp product, the Purchase Quantity, the Fees and the Subscription Period, as indicated by the Customer in the PO. The list of currently available products of the BauApp product line is indicated in the current BauApp Price List, which is provided directly to the Customers by BauApp employees in the form of a Price Quotation, a PO or a Price List. The manner and extent of isolating individual BauApp products is different in each version of BauApp. However, the Customer is only entitled to use the product indicated in the PO. Customers are not entitled to use any BauApp product that is not included in the PO, meaning that only those Customers will be entitled to use any future BauApp products whose PO explicitly indicates said BauApp products.
- e. Product specification: The list and operating principle of features for BauApp products are fully included in the demo application of each individual product. Other features not included in the demo application (including, but not limited to, features presented at BauApp's website and in its marketing brochures) will only become part of the Agreement if they are individually identified in a written Agreement concluded between the Customer and BauApp. Features not individually identified in a written Agreement concluded between the Customer and BauApp will not become part of the Agreement. The PO or the Agreement concluded between the Customer and BauApp will terminate any other oral or written agreement, consultation or notice between the Parties.

### 4. Server infrastructure

- a. Public Server: Public server applications and databases of BauApp products run on multi-tenant servers operated by BauApp. Multi-tenant servers host multiple client databases and applications at the same time. This is known as BauApp Public Server, BauApp Cloud or BauApp Cloud Server.
- b. On-Premise Server: In the case of the so-called On-Premise Server environment, which may be optionally requested in the Subscription Agreement, the server physically operates on the hardware selected and operated by the Customer under the Customer's own responsibility, and the Service Provider has remote access to ensure the operation of the application. In this case, the Customer shall be

responsible for the comprehensive operation of the server and the Customer shall be responsible for purchasing and bearing the cost of any hardware, software and licenses.

- c. Private Server: The so-called Private Server, which may be optionally requested in the Subscription Agreement, runs on the server operated by BauApp, similarly to the BauApp Public Server, but is exclusively dedicated to hosting the Customer's database on a specific physical hardware and server unit, meaning that no other Customer's data or applications are stored on that specific server or piece of hardware.
- d. Storage space allocated to Customer data: For each Customer's data, the Service Provider shall dedicate a maximum of 30 GB of storage space on the Public Server. The Customer's data includes the data uploaded by the Customer, the data generated by the Customer's users and any other data generated in relation to the Customer's use. In order to ensure that the amount of data does not exceed this upper limit, the Service Provider has the right to automatically delete the Customer's data in the BauApp system. Such and similar deletion of data shall be acknowledged by the Customer and the Service Provider shall not be held responsible for any loss of data resulting therefrom.
- e. White-label application: Customers with On-Premise Server use a white-label BauApp application package, where BauApp products are not delivered with the standard BauApp appearance, but with a customized layout of colors and icons defined by the Customer, and are used with a unique application package and name. White-label BauApp application packages are listed as separate applications on Google Play and the App Store. The Parties acknowledge that, in spite of the unique appearance and name of white-label BauApp applications, they remain part of the BauApp product line, are still the products of BauApp, and may be used only in full compliance with this GTC, particularly with respect to intellectual property rights.

#### 5. Software and hardware requirements

- a. Application: The following operating systems and browsers are required for using BauApp products.
  - BauApp web applications: Google Chrome 64bit v85
  - BauApp Android mobile apps: Google Android 7.x, 8.x, 9.x
  - BauApp iPhone mobile apps: iOS 12.x, 13.x
- b. In order to use the BauApp mobile application on an iPhone the user must have iPhone 8 or newer device. While there is no minimum requirement specified for Android devices, users with old Android devices may experience slow performance or malfunction.
- c. To use the BauApp application, some Clients need to use Google Play (Android application store) or Apple App Store (iPhone application store).
- d. The Customer shall provide the users with the necessary operating systems and software environment at the Customer's own expense and the Customer's own responsibility and shall ensure their proper operation.
- e. The Customer shall provide the users with the necessary mobile device(s) (phone/tablet), desktop computer(s), other computer hardware and peripheral devices at the Customer's own expense and the Customer's own responsibility and shall ensure their proper operation.
- f. In case of use in an inappropriate hardware or software environment, the Service Provider does not guarantee the high quality of Services or the proper and safe operation of the BauApp products or the BauApp system.
- g. Server: The Service Provider shall support the hardware and software requirements of the BauApp On-Premise Server individually, in accordance with the terms and conditions indicated in the PO. It is the Customer's responsibility to continuously meet these hardware and software requirements.

#### 6. Software updates

- a. The Service Provider and its partners are continuously developing and improving the BauApp products, the BauApp system and the technologies underlying the BauApp products, such as the Mobilengine software. As a result, new versions of BauApp products and the BauApp system are issued from time to time, which are in part software updates for existing BauApp products and in part new BauApp products.
- b. During the development of Software Updates included in new BauApp products as well as the new BauApp products, the Service Provider

uses its own professional judgment for taking into account the Customers' expectations; however, the Service Provider does not guarantee the fulfillment of individual customer feedback. In addition, the Service Provider has the right to further develop or modify the user interface, functionality, user workflow or user experience at its own discretion, based on the Software Updates. Changes implemented as part of Software Updates shall not entitle the Customer to demand that the Service Provider cancels or pays back the Subscription Fee or to oblige the Service Provider to restore any earlier version.

- c. Given the innovative nature of the required software developments of a Software Update, the Service Provider has the right to change the date of any pre-planned or pre-announced Software update.
- d. The BauApp products of Customers using the Public Server environment shall be updated by the Service Provider to the latest version on the basis of Software Update Schedule independently planned by Service Provider with the prior notification of the Client. Such Software Updates of BauApp products or the BauApp system may result in planned outages.
- e. The Users of the Customer are obliged to support the Software Updates on their device, not try to prevent their implementation in any way, and follow the software update steps outlined in the information bulletins sent by the Service Provider. If any User of the Customer fails to do so, the Service Provider shall stop guaranteeing the usual Service Level to any other User of said Customer, nor shall it be responsible for the Service Level or the proper operation of the BauApp Product in question.
- f. In the Subscription Period, the Service Provider shall notify the Customers using the On-Premise Server or the Private Server environment when a Software Update for the BauApp Products or the BauApp System used by the Customers becomes available and ready to use. In this case, Customers shall indicate in writing whether they require the Software Update, which is implemented or ignored for said Customers based on their indication. The Parties acknowledge that if a Customer refuses to implement a Software Update, the Service Provider shall stop guaranteeing the usual Service Level, nor shall it be responsible for the Service Level or the proper operation of the BauApp Product or BauApp System in question. In addition, the Service Provider shall not be liable for paying any damages or penalties for any event that may arise out of the fact that the BauApp product or the BauApp system is not used with the latest version.
- g. Software Updates for Customers in possession of a perpetual license are covered in the "Perpetual License" section of the GTC.

#### 7. Protection of Intellectual property

- a. The sole owner of the BauApp product line and products as well as individual developments is the Service Provider. The Subscriber does not acquire ownership, copyright or any other right of disposal over the source code, documentation, software or hardware components, forms, data sheets, reports, workflows or process descriptions. The sole owner of the service, product and technology described in the product brochures, specifications, Subscription Agreements or POs is the Service Provider. The Subscriber does not acquire ownership or any other right of disposal over the source code, documentation or product concept. Customers only acquire user rights for their own use during the Subscription Period, but do not acquire any further development, modification, resale or other rights. BauApp reserves all rights to all product specifications and BauApp products accepted, generated or transferred between the Parties, may freely sell these rights to other Customers or may develop, modify or extend patent protection to these rights.
- b. Customer data: The Service Provider is forbidden to pass on data, blueprints, documents and questionnaires generated, completed or uploaded by Customers to third parties, which are the property of said Customers, cannot be used without their consent and cannot constitute the subject of presentations. Exceptions to this rule: publicly available questionnaires, data, templates, blueprints and documents; if it is credibly proven that another Customer sends the Service Provider similar forms, data, templates, blueprints or document specifications; or if the form, data, template, blueprint or document can be considered general.
- c. Data analysis: Customer authorizes the Service Provider to develop, during the development of new versions of BauApp products, statistical data analyzes as well as BauApp products and solutions using such data using the data of several Customers and other BauApp system

usage data. Statistics, data analyzes, data comparisons, and statements based on the Customer's own data and those of other Customers shall be available in the new BauApp products. It is the Service Provider's duty to ensure that individual Customer data, User data or Customer names cannot be directly accessed by other Customers in the context of such data analyzes, and that such data are only made available to other Customers in an aggregated manner. Personal data cannot be retrieved or traced back from statistics produced as part of data analyzes. The Service Provider has no means to extract individual Customer data from the data analysis, either retrospectively or in advance.

- d. Protection of employees and business secrets: The Customer undertakes not to employ, in the Subscription Period and the following 24 months, any person as an employee or agent who is an employee or agent of Service Providers, Mobilengine Ltd, Mobile Engine Kft. or the Hungarian branch of Mobilengine Ltd in the Subscription Period. The Customer also undertakes not to employ, in the Subscription Period and the following 24 months, any person as a supplier, agent or contractor who is an employee, manager or owner of a company who is employed or contracted by Service Providers, Mobilengine Ltd, Mobile Engine Kft. or the Hungarian branch of Mobilengine Ltd in the Subscription Period. Violation of this clause shall constitute a serious breach of contract, in which case the breach of business secrecy shall be presumed. The Parties agree that, if the obligation assumed under this clause is breached, the injured Party shall be entitled to claim a penalty for defective performance in the amount of €27,400 + VAT and damages for presumptive breach of business secrecy in the amount of €27,400 + VAT against the defaulting Party. If the case of forbidden enticement of workforce also results in other violations, either Party shall be entitled to enforce further rights.
- e. The Service Provider is the sole owner of the BauApp brand name.

#### 8. Subscription relationship

- a. The Customer enters into a contract with the Service Provider on the basis of the signed PO (PO or Subscription Agreement) and the accepted GTC and Data Protection Policy, thereby establishing the legal relationship between the two. On the basis of the Subscription Relationship, the Customer shall be entitled to receive user rights for the BauApp products indicated in the PO, in the indicated Subscription Period and Subscription Quantity, after paying the Subscription Fees indicated in the PO. By accepting the present GTC, the Customer expressly acknowledges and accepts the condition to concluding the Agreement that the Parties may either use the Docusign electronic signature application, whose authenticity they accept, during the transaction process, or the traditional paper-based signature and that the Parties shall accept signed POs sent by fax or email. The Parties acknowledge that the Docusign electronic signature application complies with the European Union system of standards.
- b. Customers may record the data of their external partners for certain BauApp Products (such as their name, phone number, email address, company name and BauApp Role). In certain BauApp Products, Customers have the ability to send data automatically to these external partners and their users by email, to provide access to data uploaded by or accessible to Customers, or to grant the right to modify the Customers' data based on functionalities appropriate to the BauApp Roles. In addition, some Customers may, in the manner indicated in the PO, assign the employees of such external partners as BauApp users and initiate their registration into the BauApp system. In the BauApp system, creating users for external partners does not in itself provide user rights to such users, since the external partners and the Service Provider are always obliged to sign a separate and individual PO for the use of BauApp Products, which must also indicate that the present GTC is accepted. At the discretion of the Service Provider, the acceptance of the BauApp GTC may be sufficient for certain special BauApp Roles. In the absence of such a PO or proof of acceptance of the GTC, the Service Provider shall have the right to remove any external partner or their user and to terminate any such user access. In order to create such a PO and to register the users of external partners into the BauApp system, the Service Provider has the right to directly contact the external partners registered in the system using the data entered by the Customer into the BauApp system, such as names, phone numbers, company names, email addresses, etc. The Parties agree that the External Partners shall become independent Customers on the basis of the signed POs, meaning that the Service

Provider shall be in a direct and exclusive legal and service relationship with the external partner in all matters related to said external partner, without the need to involve the User who originally entered or invited the external partner into the BauApp system. The Parties accept that the Customer shall not receive any financial compensation or remuneration from either the Service Provider or external partners in connection with the involvement of its external partners. In particular, the Customer may not sell the BauApp service to its external partners and may not claim or accept financial compensation for the service.

- c. The Service Provider offers a demo environment presenting the BauApp Products to prospective Customers, private individuals or companies (hereafter jointly referred to as Interested Parties), free of charge. Since there are a number of ways to use the demo application, the employees of the Service Provider shall individually set up the testing environment of the Prospective Customer, or the Prospective Customer may enter the Service Provider's demo environment via the Service Provider's online interface, Google Android Play Store or Apple App Store. The Interested Parties accept that the demo environment may be used only for temporary demonstration purposes and that the Service Provider does not guarantee any Service Level or data protection and assumes no responsibility for the use of the demo environment. The demo environment can be used by the Interested Parties for directly viewing the data generated by other Interested Parties. The Service Provider shall have the right to terminate the demo environment at any time, at its own discretion and without notice. The Service Provider shall have the right to withhold the right of Interested Parties to use the demo environment, without having to provide a reason. The Interested Parties shall not be required to sign a PO for using the demo environment; they only need to accept this GTC in the iOS or Android application.
- d. Individual User IDs can only be used by a single Customer as internal user. User IDs already existing in the BauApp system cannot be registered as new internal users by other Customers, only as external partners.

#### 9. Subscription Period

The Subscription Period indicated in the PO shall determine the time window in which the Customer shall be granted access and user rights to the BauApp system within the framework of the Subscription relationship.

- a. The Subscription Period refers to a monthly or annual period specified in the PO, or to any period specified by the Parties.
- b. If the Customer informs the Service Provider within the Subscription Period that he or she does not wish to extend the Subscription Period, the Subscription Relationship shall automatically terminate at the end of the Subscription Period.
- c. The termination of the Agreement by the Customer does not imply a change or any reduction of the Subscription Period or any waiver or repayment of the Subscription Fee already paid.
- d. If the Customer does not wish to pay the Subscription Fee for the next Subscription Period, or fails to pay it during the original Subscription Period, or pays it late, or pays it only partially, the Subscription Relationship shall automatically terminate at the end of the Subscription Period.
- e. Upon the expiration of any Subscription Period, the Subscription Relationship shall be automatically extended for a new Subscription Period that is equal in length to the actual Subscription Period if the Customer pays the Subscription Fee for the following period. Therefore, if the Subscription Fee for the Subscription Period following the current Subscription Period, as invoiced to the Customer by the Service Provider or charged to the Customer on a request for payment by the Service Provider, is fully paid by the Customer to the Service Provider, there is no need for further confirmation of the extension of the Subscription Relationship by the Parties, since it is automatically extended.
- f. Upon the termination of the Subscription Relationship, the Customer loses access and user rights to the BauApp product and the BauApp system, and the Customer's files stored in the BauApp system are deleted. In such cases, the Customer shall explicitly accept his or her loss of data and the Parties agree that the Service Provider shall not be held liable for the Customer's files or their storage or access to them in any manner after the termination of the Subscription Relationship.

#### 10. Perpetual Licence

The Customer is entitled to use the BauApp products indicated in the PO as part of his or her so-called Perpetual License, under which the Customer shall establish a permanent Subscription Relationship with the Service Provider in exchange for the payment of a one-time Subscription Fee. Thus the starting date of the Subscription Period is indicated in the PO without providing an end date.

- a. Therefore, in the case of a Perpetual License, the extension of the Subscription Period is irrelevant. The termination of the Agreement by the Customer shall cause the immediate termination of the Subscription Period as well.
- b. Subscription Fee: Even if the PO is issued under a Perpetual License, the Customer shall be charged a Perpetual License Fee (hereinafter also referred to as the Subscription Fee) by the Service Provider. However, this Subscription Fee shall be charged a single time for the Subscription Quantity indicated in the PO.
- c. Increase of Subscription Quantity: If the Subscription Quantity is increased for any reason in the Subscription Period under a Perpetual License, the Customer shall be charged an additional Subscription Fee by the Service Provider based on the current BauApp Price List in proportion to the additional Subscription Quantity.
- d. Perpetual Licenses may only be used with On-Premise infrastructure, or the Customer is required to order a separate server hosting service from the Service Provider for the infrastructure. The Parties accept that, in the case of a Perpetual License, the Subscription Fee in itself does not include the provision of a Public Server or Private Server infrastructure.
- e. Software Update Service: In the case of Perpetual Licenses, software updates for BauApp Products and the BauApp System are available for Customers in possession of a Perpetual License through the optional Software Update Service and by payment of the Software Update Fee. Other than the Software Update Service, the payment of the Subscription Fee for Perpetual Licenses in itself does not include any BauApp Software Update in the Subscription Period. Therefore, in the absence of a Software Update Service, the Customer shall not receive Software Updates and the Customer may only use the version of the BauApp product and the BauApp system that was current at the date of the PO, with the configuration, software environment and hardware environment supported in that version. In addition, the Parties shall acknowledge that, in the absence of Software Updates, the Service Provider shall not be liable for paying any damages or penalties for any event that may arise from the deterioration of the quality of service as a result of the absence of such Software Updates.
- f. Software Update Fee: In the first 12 months of the Subscription Period, the Customer may optionally indicate to the Service Provider if he or she wishes to order the Software Update Service. Launching the Software Update Service at a later time is not possible. The amount of the Software Update Fee is included in the PO. The Software Update Fee shall be invoiced to the Customer by the Service Provider before the first or the next 12-month Subscription Period, and the Customer shall be required to pay the Fee to the Service Provider before the start of the first or the next 12-month period. The Customer shall only acquire access to the BauApp system within the Subscription Period from the date of full payment of Software Update Fees to the Service Provider for the first or the next 12-month period. If the Customer has any late Fees due to the Service Provider, access to the BauApp Products and the BauApp System shall be terminated or suspended.
- 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 PO, meaning that the Customer's access rights to the BauApp product do not change together with the Software Update Fee.

#### 11. Subscription Quantity

For each BauApp Product, the Subscription Quantity is defined in the PO as a given unit of measurement. The Customer will be given access to BauApp products in this quantity.

- a. "Project": For certain BauApp Products, the unit of Subscription Quantity is the Project Number. The "Project" shall be construed by the Parties as the Customer's geographically distinct locations for physical construction projects. The Subscription Quantity indicates the number of such geographic and construction locations where the Customer shall be provided access rights to BauApp products.
- b. "User": For certain BauApp Products, the unit of Subscription Quantity is the User Number. The "User" shall be construed by the Parties as

counts of access regarded as users in the BauApp System and assigned unique User IDs.

- c. The Parties may also specify additional special types of Subscription Quantity in the PO.
- d. The Subscription Quantity corresponds to the Subscription Quantity recorded in the PO. The Subscription Quantity cannot be reduced based on the number of actual registered users using the BauApp product and the BauApp system during the Subscription Period.
- e. The Parties may not unilaterally reduce the Subscription Quantity within the Subscription Period. The Service Provider cannot unilaterally increase the Subscription Quantity.
- f. The Customer may unilaterally increase the Subscription Quantity either by signing a new PO or by increasing the User Number in the self-service BauApp system.
- g. The Parties shall acknowledge that if the number of registered Users or Projects is higher than the Subscription Quantity specified in the PO, for any reason and at any time during the Subscription Period, the Subscription Quantity shall be increased without any further legal notice. From that point in time, that amount shall represent the new Subscription Quantity with respect to the Parties.
- h. If the Subscription Quantity is increased in the Subscription Period, the Service Provider shall be entitled to immediately invoice the Subscription Fee for the extra Subscription Quantity to the Customer, calculated in proportion to the remaining part of the Subscription Period. The Customer is obliged to pay the Service Provider within 15 days.

#### 12. Subscription Fee

- a. The Subscription Fees shall be indicated by the Parties in the PO.
- b. Subscription Fees may be invoiced without the need for the Customer to sign any other performance certificate or declaration in addition to the PO.
- c. The Service Provider shall have the right to invoice the Subscription Fees to the Customer before the beginning of the Subscription Period. The Customer shall be required to pay these invoices to the Service Provider before the beginning of the respective Subscription Period.
- d. The Subscriber Fee shall be due prior to the beginning of the Subscription Period, paid by the Customer by bank transfer to the bank account of the Service Provider indicated above. The Subscriber Fee shall be considered to be paid when the full amount is credited to the Service Provider's account.
- e. Within the Subscription Period, the Service and the BauApp Products shall be made available to the Customer and its Users starting from and up until such time as Customer has paid all Subscription Fees to the Service Provider.
- f. The Customer shall only acquire access to the BauApp system within the Subscription Period from the date of full payment of Subscription Fees to the Service Provider. If the Customer has any late Fees due to the Service Provider, access to the BauApp Products and the BauApp System shall be terminated or suspended. Such or similar suspension or termination of access does not constitute a change in the dates of the Service Period.

#### 13. BauApp Price List

- a. Subscription Fees indicated on the POs shall be determined on the basis of the BauApp Price List valid at the time of signing and may be modified by individual discounts specified on the POs.
- b. The Service Provider reserves the right to change the BauApp Price List. However, the eventual changes of the BauApp Price List do not affect the Subscription Fees invoiced during the Subscription Period specified in the PO.
- c. In the case of Demo Users or certain BauApp Roles, the Service Provider has the right to provide, on the basis of free Subscription schemes, temporary or long-term user rights to Customers and Users limited to the specific BauApp Role. In these cases too, the Service Provider reserves the right to change prices and terminate the free Subscription Period.
- d. Upon extending a Subscription Period, the Subscription Fee for the new Subscription Period shall be calculated on the basis of the BauApp Price List valid at the date of extension, together with the discounts specified in the original PO. Therefore, if the Subscription Period is extended, the Subscription Fee for the new (extended) Subscription

Period is not determined on the basis of the Subscription Fee indicated in the original PO.

Poland: email: [klient@bauapp.com](mailto:klient@bauapp.com), phone: +48 32 224 74 61  
Hungary: email: [hello@bauapp.com](mailto:hello@bauapp.com), phone: +36 1 533 3073.

- e. The Service Provider shall inform the Customer about all changes of the BauApp Price List in writing at least 2 months before the expiration of the current Subscription Period.

Customers may reach the Service Provider on working days between 9 AM and 6 PM via the contact channels indicated above. The Service Provider shall be obliged to communicate in matters related to customer service only with the contact persons indicated in the Customer's PO. The Service Provider shall not be obliged to conduct direct customer service or any other type of communication with the Customer's users or to receive any information or notification directly from said users.

The Service Provider operates a Freshdesk ticketing system, where the Customers can record their notifications, and which is also suitable for monitoring the lifecycle of each notification in detail.

The Customer shall be obliged to notify the Service Provider immediately, but at the latest within 15 days after the occurrence of events related to inadequate operation and/or quality of Service. If the Customer fails to send notification of the error within 30 days after its occurrence, he or she shall cease to be eligible for damages or penalties. If the error persists, it must be reported a single time. In the event of a persisting fault, the 15-day notification period shall start at the first detection of the fault. The Customer shall be entitled to claim penalty or damages only for malfunctions defined under this clause, about which malfunctions the Service Provider must be notified in writing in due time.

#### b. Availability

The R% Availability level is evaluated once a calendar year. The Service Provider shall be deemed as providing the Service without any flaws if

- the annual average of R% equals or exceeds 98% within the Guaranteed Service Time Window and
- the annual average of R% equals or exceeds 95% outside the Guaranteed Service Time Window.

The Guaranteed Service Time Window is the time interval between 8 AM and 8 PM every day from Monday to Friday (5 days a week, 12 hours a day).

(i) within the Guaranteed Service Time Window: The availability time is the planned annual availability rate of the Service within the Guaranteed Service Time Window, expressed as a percentage, which indicates the actual availability of a BauApp Product relative to the value of nominal availability.

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

R% is the value of Availability expressed as a percentage

Tgsi is the Guaranteed Service Time Window

Trl is the time of Unscheduled Downtime

(i) outside the Guaranteed Service Time Window: The availability time is the planned annual availability rate of the Service outside the Guaranteed Service Time Window, expressed as a percentage, which indicates the actual availability of a BauApp Product relative to the value of nominal availability.

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

R% is the value of Availability expressed as a percentage

Tgsi outside the Guaranteed Service Time Window

Trl is the time of Unscheduled Downtime

#### 14. BauApp Roles

- a. In the BauApp System, functionalities are assigned to different BauApp Roles. BauApp Roles are named by the Service Provider, may be different in translations to other languages, and do not necessarily reflect the true construction industry classification or scope of activity of the Customer or User. The Service Provider has the right to change the name of BauApp Roles.
- b. As a general rule, POs signed by the Customer shall include the BauApp Roles available to the Customer. If the BauApp Role is not indicated in the signed PO, the Customer accepts that the definition of BauApp Roles is the exclusive authority of the Service Provider.
- c. The Service Provider shall not verify the true scope of activities, construction industry classification or the professional qualifications of Customers and Users and shall not assume any responsibility for them, nor shall it guarantee any level of consistency with the BauApp Role they use.
- d. Similarly, the Service Provider shall not verify the truthfulness of data provided by the Customers through the BauApp system or shared with other Customers, and the Service Provider shall assume no responsibility for the truthfulness of the data provided. Such data may include, among others, the company name, the user name, the project name, the BauApp Role, etc.
- e. Certain users of certain Customers may hold multiple BauApp Roles as Users at the same time; however, the pairing of certain Roles is limited on the level of the BauApp system or on the basis of the Customer's PO. In each new version, the Service Provider shall be entitled to unilaterally modify—extend or restrict—these system-level limitations. The Service Provider shall provide more information to Customers and Users in the product brochures and/or via oral communication.

#### 15. Optional individual development fees

- a. Customers may, at their own discretion, order additional engineering works, customizations, integrations and other developments from the Service Provider on the basis of additional POs, mutually agreed and signed by the Parties. The development fee for such orders is calculated as the multiplication of the engineer's current daily fee and the required workdays as estimated by the Service Provider. Such development fees are invoiced on the basis of a certificate of performance signed by the Customer.
- b. The current engineer's daily fee for BauApp's consultants and engineers is €400 + VAT. The Service Provider reserves the right to change the engineer's daily fee during any Subscription Period.

#### 16. Suspension of access

- a. If, for any reason, the Customer fails to pay the Subscription Fees to the Service Provider, in part or in full, the Service Provider shall have the right to suspend, pause or terminate the Customer's access to BauApp products and the BauApp System and to withdraw the Customer's user rights. Such suspension or interruption does not modify the dates of the Subscription Period.
- b. Before restoring the Service after an interruption, the Service Provider shall have the right to charge the Customer a reconnection fee, which is calculated as the multiplication of the time spent by the Service Provider with the task and the actual engineer's daily fee, but at least €790 + VAT.

#### 17. Service Level

- a. Reporting and managing errors

The Service Provider maintains a customer service for the provision of information and notification of Customers as well as the investigation and remediation of complaints via electronic means or by phone. Customers may send comments on the performance of the Service to the customer service via the following channels:

#### 18. Warranties, damages and penalties

If the Customer enacts extraordinary termination due to non-fulfillment of the minimum threshold of the Service Level by the Service Provider, the Customer shall be entitled to the reimbursement of the prorated part of the Subscription Fee already paid for the period between the first day of termination up to and including the end of the Service Period.

The Service Provider excludes any liability for any damage resulting from the incorrect, improper, inappropriate, unauthorized or unlawful use of the BauApp Product. Considering the low Subscription Fees, the Service Provider shall restrict its financial liability for damages or any other claim based on the Service Provider's legal responsibility to a maximum of 8% of the net annual Subscription Fee for the current Subscription Period under the Agreement between the Parties.

The Service Provider shall not be liable for damages arising out of errors occurring outside of its sphere of interest or errors causing the restriction of

the use of the Product outside of its sphere of interest. The following, but not exclusively, are regarded as being outside of the Service Provider's sphere of influence:

- errors caused by operators or users
- the quality or bandwidth of the wired or mobile internet and local network
- error or loss of quality caused by overloaded parallel or other systems (e.g. network or software)
- hardware error
- operator workstations and local area network
- misuse
- error of operating systems and other system software (e.g. database)

The Parties agree and state that the aggregated sum of all penalties or damages imposed by the Customer and payable by the Service Provider on the basis of any provision contained in the GTC or the PO, or as a consequence of any damage, business loss or loss of profit resulting from the legal relationship between the Parties or the malfunctioning of BauApp products or services, shall not exceed 8% of all Subscription Fees invoiced by the Service Provider and paid by the Customer for a maximum of one calendar year.

The Parties shall not be obliged to pay damages, in full or in part, to the other Party for damage caused by the fact that the Party has not acted in a way that is normally expected in order to eliminate or reduce the damage or on the basis of other provisions of the GTC or the PO. As a liability for damage prevention and mitigation, Customers shall undertake to notify the Service Provider without delay if they notice that the BauApp product is malfunctioning or not functioning.

The Service Provider shall not be liable for damages resulting from malfunctions or deficiencies occurring outside of the Service Provider's interest, including the destruction or delayed arrival of messages or data packets, or from malfunctions or unexpected operation of other software or operation systems of mobile devices, or from the failure or unexpected operation of mobile hardware devices, NFC antennas, printers or other peripheral devices, including damages caused by the consequences thereof. In the event of the loss, theft or destruction of the mobile device, the Service Provider shall not be liable for damages arising from the access of third parties to the data stored on it.

For any activity that violates the security of the Parties' IT systems, such as using or distributing viruses, software or other code, or for carrying out any other kind of benign or malicious hacker activity, only those persons shall be held responsible who performed the deed. Each party is obliged to do everything in their power to prevent and avoid such events.

The Service Provider shall warrant that it has the rights to sell the Software to the Customer. If any third party shall make a claim against the Customer for the violation of codes, program lines or other copyrighted materials, registered patents or copyrights provided under this legal relationship, the Customer shall immediately notify the Service Provider and transfer all data supporting the claim. The Service Provider shall undertake to release the Customer from such claims at its own expense.

It is the sole responsibility of the Customer to ensure the confidentiality of the user name and password and for any activity performed using the user name and password or other counts of user access.

#### 19. Data Protection – GDPR

The Service Provider shall warrant that it has prepared and shall subject itself to its own Data Protection Policy as required by statutory regulations, the General Data Protection Regulation (GDPR) and other applicable laws. The purpose of the Data Protection Policy is to determine the scope of personal data managed by the Service Provider as Data Controller and the method of data management as well as to ensure that the privacy of Users who are private individuals is respected, that data protection and data security requirements are enforced and that unauthorized access to, modification of, use of and disclosure of the User's personal data is prevented. The Data Protection Policy is an additional and integral part of this GTC. The current BauApp GDPR Data Protection Policy is available at [www.bauapp.com/gdpr](http://www.bauapp.com/gdpr). The Service Provider reserves the right to periodically and unilaterally amend or update the BauApp GDPR Data Protection Policy and to inform its Customers in writing thereafter.

- a. The Parties accept that the Customer must be a legal entity. The User cannot be a private individual. The User is not regarded as a consumer.
- b. All Users of the BauApp Products used by the Customer must be private individuals who are directly or indirectly contracted by the Customer as an employee, subcontractor, contractor or service provider. Users shall not enter into a direct contractual relationship with the Service Provider.
- c. The Parties shall acknowledge that the Customer is obliged to inform and educate the Users about all BauApp Products and the BauApp System. The Customer shall undertake to inform the Mobile Users registered by him or her about the Data Protection Policy and the way the data is used. The Service Provider shall not be liable for any damage arising from the failure to do so or any related violation.

#### 20. Data Security

The security of the Personal Data and Special Data managed by the Service Provider and the confidentiality of communications transmitted through the Internet are primarily threatened by various computer abuses and attacks. Such abuses are, in particular:

- computer viruses, which may cause the damage or destruction of personal or other data stored by the Service Provider;
  - computer hacking by unauthorized persons for the purpose of acquiring unauthorized access to, modifying or disclosing personal or other data stored by the Service Provider; and
  - computer piracy, which may cause communications transmitted via the Internet to be accessed by unauthorized persons.
- Both the Service Provider and the Customer are obliged to take the necessary technical and organizational measures to reduce or eliminate the hazards specified above.

The Service Provider shall protect the managed data with appropriate organizational and technical (IT) measures against unauthorized access and use. The IT system managing data for the purposes of data security may only be operated by persons with appropriate access rights. Access is considered to be of an appropriate level if its scope is in compliance with the "need-to-know" principle, the essence of which is to allow access only to the extent strictly necessary for the performance of work and only to the person whose duty is to manage or process the data.

Data security also includes logging user operations on IT systems that manage personal data. The depth of logging, i.e. the operations covered by logging, may vary from system to system, with the aim of facilitating the determination of liability in the event of abuse. The Service Provider systematically reviews individual log files.

Customers shall be obliged to do everything in their power to protect their data, in particular the login ID or password (code) required to use the Service provided by the Service Provider. Customers shall be held responsible for any events or activities been performed using their login IDs and passwords (codes).

#### 21. Providing access

Customers and Users can share various data with each other in the BauApp system. Such data may include, but are not limited to, project data, blueprints, other document files, document folders, user lists, subcontractor partner lists, project participants, error tickets, checklists, etc. Customers and users shall only share this data with other BauApp users based on their own decision and responsibility. This kind of data sharing is known as **Access Provision**.

In many cases, BauApp settings allow Customers and Users to share the same data or data folders with other Customers and Users using their own Access Provision.

The Service Provider (see Section 14, BauApp Roles) does not control or investigate, or is in any way responsible for, and does not guarantee the true identity, real name, company name or role of Customers and Users or the correspondence of such data with the name, company name, email or BauApp Role specified in the BauApp system. Customers and users are responsible for verifying the true identity, real business name, personal name and entitlement in the particular work position of the other user.

The Service Provider excludes any liability for any damage or breach of confidentiality or business secrets that may arise as a result of an **Access Provision** that was based on mistaken data sharing, misrepresentation or false Customer or User name, company name or email address.

It is the duty and responsibility of each individual Customer and User to immediately notify the Customer or User behind such false **Access Provision** if such false **Access Provision** was issued to them or if they become aware of any such false **Access Provision**. In such cases, it is the duty of the Customer or User behind such false **Access Provision** to correct the **Access Provision**. The Service Provider is not in a position to take action in such cases and excludes any liability for any resulting damages, since the Access Provision and its termination can be attributed to the activities of the Customer or the User.

It is the User's won responsibility to verify the company, administrator or Customer who sent him or her an invitation to register as a user in the BauApp system.

In the BauApp system, there are several technical ways to ensure the **Access Provision** and, among other things, Customers and Users have **Access Provision** via Google Drive, the terms of use of which shall be accepted by the Customer and the User (accessible at <https://www.google.com/drive/terms-of-service/>). The Service Provider excludes any liability for the use of Google Drive or any errors or damages arising therefrom.

## 22. Miscellaneous Provisions

- a. Communication: In the communication between them, the Parties shall accept the recommended postal items as well as the emails sent to and arriving from the contact email addresses specified in the PO and the GTC.
- b. Modification of the PO: Any modification and amendment of POs accepted by the Parties is only possible in writing, by mutual agreement of the Parties.
- c. Assignment: The Customer agrees that the Service Provider may assign its rights and obligations arising from this Agreement and from the PO signed by the Parties to a third party with prior notification sent to the Customer 15 days before the date of assignment. Assignments do not require the written permission of the Customer.
- d. Confidentiality: The Parties agree to treat, in respect of all confidential business information related to the performance of this cooperation, all data and information obtained in the course of and in relation to this legal relationship as confidential, both during the validity of the Subscription Relationship and after its termination. The rights and authorizations described in the references are regarded as exceptions to this confidentiality obligation.
- e. References: The Customer authorizes the Service Provider to represent the existence of the legal relationship and work order between them on online interfaces, printed materials and presentations, indicating the Customer's business name and logo.
- f. Applicable law: In respect of matters not regulated by the PO or the GTC, the provisions of the Hungarian Civil Code relating to works contracts and other relevant legal acts shall prevail.
- g. Court of law: The Parties shall attempt to settle any disputes arising out of this Agreement out of court. If the Parties fail to settle their disputes amicably, matters falling under the competence of the local court shall be judged exclusively by the Central District Court of Buda, while all other matters shall be judged by the competent court determined according to the general provisions included in the Code of Civil Procedure, depending on the value of the matter.

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End of the text of GTC