

BAUAPP GENERAL TERMS AND CONDITIONS, GTC

This document is the text of the General Terms and Conditions (hereinafter: GTC) used by Bauapp Kft., dated the 1st of January 2018 – with amendments – and consolidated in a unified structure with the changes introduced on the 3rd of February 2021, in accordance with the Regulation (EU) no. 2016/679 of the European Parliament and Council (hereinafter: GDPR), as well as Act CXII of 2011 on the right to information self-determination and the freedom of information, in accordance with the following.

1. Service Provider: BauApp Kft

Headquarters: Lévy u. 2., Miskolc 3529, Hungary
Branch office: Révay utca 10., Budapest 1065, Hungary
Trade Registry number: 05-09-030273
Tax exempt number: HU261 59991
Represented by: Krisztina Lajtosné Solcz, Director
Phone number: +36 1 955 5770
Email address: hello@bauapp.com
Website: www.bauapp.hu and www.bauapp.com
Bank account number:
IBAN: HU26103000021069680949020011
Swift / BIC: MKKBHUHB
Bank: MKB Bank Zrt.
Váci utca 38., Budapest 1056, Hungary

Service provider's branch office in Poland:

BauApp spółka z ograniczoną odpowiedzialnością oddział w Polsce
Headquarters: ul. Grzybowska 62, 00-855 Warsaw Poland
Trade Registry number: 0000827283
Tax exempt number: PL1080023801
Represented by: Adam Dalnoki, Director
Phone: +48 32 224 74 61
Email: klient@bauapp.pl
Website: www.bauapp.com and www.bauapp.pl
Bank account number:
IBAN: PL26 1020 1026 0000 1402 0439 4755
Swift / BIC: BPKOPLPW
Bank: PKO Bank Polski SA
ul. Puławska 15., 02-515 Warsaw Poland

2. Contracts

The General Terms and Conditions, hereinafter GTC, determine the general legal and business relationship between the Service Provider and their Customers. The Order Form or Subscription Contract (hereinafter referred to as the Contract) signed by the Service Provider and their Customer – hereinafter referred to jointly as the Parties - and the BauApp Price List 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. The current and valid 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 GTC. In the event of a unilateral change in the GTC, the Service Provider shall notify their customers. Unilaterally changing the GTC shall not affect the Subscription Fees or 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 amendment to the GTC and 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 utilise 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 API integration solution, BauApp background applications, BauApp Delivery note in printed or electronic format, BauApp QR code, BauApp identifiers (product, delivery note, manufacturer, project, branch, warehouse, general contractor, subcontractor), as well as the BauApp database, BauApp databank and the BauApp Standard descriptions.

c.

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.

d.

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 is different in each BauApp version. From the 20th of October 2020, all Customers will be able to use all BauApp products included in the BauApp Price List of 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. In the case of previously concluded Contracts, the Customer is always entitled to use only the product specified in the Contract and is not entitled to use BauApp products not included in the Contract.

e.

Product Capabilities: The feature list for each BauApp product and the principle of operation of the features are fully contained in the product's own demo application. Other features not shown in the demo application (including but not limited to features presented on BauApp's website and marketing brochures) will only become part of the Contract if included in the Contract or in a uniquely identifiable written agreement between the Customer and BauApp. 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 and information concluded between the parties orally or in writing.

f.

The Service Provider has entered into a federal partnership with GS1 Hungary's Global Non-Profit and Communication Systems Public Benefit Nonprofit Ltd. (registered office: 1139 Budapest, Fáy utca 1 / B.; tax number: 14300011-2-41) (hereinafter GS1). To this end, the BauApp 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. (Lévy u. 2., Miskolc 3529, Hungary), which has ownership rights linked to the Digital Site-Logistics Standard. The Service Provider has the right to represent and sell DTLS products and services to any customer. BauApp Customers will not enter into a direct business or legal relationship with DTLS 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 clients in parallel. This is called a BauApp Public Server, a BauApp Cloud, or a BauApp Cloud Server.

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 clients' data and applications cannot be found on the same server and hardware.

d.

The size of files uploaded by the client may not exceed 200 megabytes 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 are not provided with the standard BauApp aspect, but with a customer-defined aspect, colours and icons, and are used with a unique application package and application name. Self-branded BauApp app packages also appear as separate apps on Google Play and the App Store. The Parties agree that despite the unique aspect and name of the BauApp Branded Applications, they shall remain part of the BauApp product range, continuing to be BauApp products, and may be used in full in accordance with this 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.

- BauApp web applications: Google Chrome 64bit v85
- BauApp Android mobile applications: Google Android 7.x, 8.x, 9.x 10.x
- BauApp iPhone mobile applications: iOS 12.x, 13.x

b.

The following models are required to use the BauApp mobile application on iPhones: iPhone XR, XS, XS Max, SE, 11, 11 Pro, 11 Pro Max, 12, 12 mini, 12 Pro, 12 Pro Max, and iPad (7th or 8th generation), iPad Air (3rd and 4th generation), iPad Mini (5th generation), iPad Pro (3rd and 4th generation).

c.

The minimum hardware requirements for Android devices are as follows:

Number and speed of processor cores: 8-core, 2 GHz, RAM: 3 GB, internal memory: 32 GB, autofocus camera.

d.

On other iPhones and Android devices, users will experience slow operation or malfunctions, for which the Service Provider shall not be held liable.

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) (telephone / 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.

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 Clients 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 Client'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 Clients 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 Client 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.

If during the Subscription Period, the Customer unilaterally notifies the Service Provider in writing, by e-mail sent to hello@bauapp.com, or by mail sent to the Service Provider's registered office, that they do not wish to extend the Subscription Period, the Subscription relationship will automatically be terminated at the end of 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.

After the expiry of any Subscription Period, the Legal Subscription Relationship is always automatically extended, therefore 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 60 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 in writing, by e-mail sent to hello@bauapp.com or by mail sent to the Service Provider's registered office. Thus, no confirmation is required for the extension of the Subscription relationship for the Subscription Period following the respective Subscription Period.

e.

Month fractions: 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 agreements, the first calendar month fraction is not taken into account and no Subscription Fee is charged for it. However, the calendar month of the last day of the Subscription Period shall be counted as a full month when calculating the Subscription Fee.

- 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. By accepting the GTC, the Client expressly acknowledges and accepts the condition of the contract that the Parties may also use the DocuSign electronic signature application and accept its validity during the transaction process, however, the Parties may also use the traditional paper-based signature, and the Parties shall also accept a signed Contract sent by email. The parties agree that the DocuSign electronic signature application complies with the uniform European Union standard systems.

b.

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 e-mail, 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 Clients 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, telephone 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.

c.

The Service Provider offers the demo environment presenting BauApp products free of charge to potential interested parties, individuals or companies, hereinafter referred to as Interested Parties. There are several ways to use the demo application, so the Service Provider's staff can individually set up the Interested Party's test environment, or the Interested Party can log in to the Service Provider's demo environment on the Service Provider's online interface or in the Google Android Play Store or Apple App Store. Interested Parties agree that the demo environment may only be used temporarily, for demonstrative purposes and the Service Provider does not assume any level of service, does not assume any data protection and does not assume any responsibility in connection with the use of the demo environment. In the demo environment, each Interested User can potentially directly see the data generated by other Interested Users. The Service Provider, may unilaterally terminate the given demo environment at any time without prior notice. The Service Provider has the right to refuse the use of a given Interested Party's demo environment without justification. In order to use the demo environment, the Interested Party does not need to sign a Contract, they must only accept the GTC in the iOS or Android application.

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 agreement (see section 10. Quota agreement), 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 lapse 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.

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.

h.

Prior to concluding the Contract, the Service Provider has the right to verify the

personal identity of the Customer's representative and to verify his / her right to sign 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.

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 credit 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 as well as 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 agreement

Subscribers are able to use BauApp products under a so-called "Quota agreement" subscription.

a.

A Quota agreement 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 (at least 12 months). 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 in force at the start of the Contract. Neither party may unilaterally change the quota. After the expiration of the first 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 Agreement, no Subscription Fee shall be charged to the Customer.

d.

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 Subscription Fee is calculated by the Service Provider on the basis of the Subscription Quantity exceeding the quota and the BauApp Price List accepted in the Contract. The latter Subscription Fee shall not be reduced and shall not be subject to the benefits applicable to the quota Subscription Fee specified in the Quota Agreement.

e.

The Parties may also enter into a Quota Agreement 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 Price List specified in the Contract.

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. 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 units by the Service Provider.

The Service Provider measures Subscription Quantities mostly, but not exclusively, according to the following units of measure:

a.

"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.

b.

"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.

c.

Document or Blueprint: 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 Google Drive or 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.

d.

Delivery note: Certain BauApp products, including, but not limited to, the BauApp Delivery Note, BauApp Warehouse, BauApp Standard and BauApp Site-Logistics, help Users generate or edit or read or store a delivery note-format special document (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 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.

e.

Branch: In certain BauApp products, including, but not limited to, the BauApp Delivery Note, BauApp Warehouse, BauApp Standard and BauApp Site-Logistics 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 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.

f.

SKU: Certain BauApp products, including but not limited to the BauApp Delivery Note, BauApp Warehouse, BauApp Standard and BauApp Site-Logistics products, provide access to a database that includes, but is not limited to, building materials and their specific data (hereinafter BauApp Database). The individual products listed in the BauApp Databank are called SKUs and their numbers are determined by the total number of items uploaded to the BauApp Databank by the Service Provider's staff at the specific request of the Customer and the number of items stored in the BauApp Databank in the given calendar month or Subscription Period. The Subscription Quantity of a particular Customer is not affected by the number of SKUs uploaded by other customers. SKUs that are deleted in a given calendar month or Subscription Period are also considered SKUs in a given calendar month or Subscription Period. Based on the Price List, the Service Provider may differentiate individual SKUs and SKU groups based on any grouping of the given products or accepted in the industry.

g.

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.

h.

Individual Subscription Quantities 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.

i.

The parties may also specify additional special Subscription Quantity types in the Contract.

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:

j.

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.

k.

The Customer's Users may also create Subscription Quantities directly using the BauApp Product, and users of other Clients 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.

l.

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 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.

Furthermore, the Parties agree that the Contract or the BauApp Price List or the GTC may contain other stipulations, minimum values that override the actual Subscription Quantities.

m.

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 in the 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.

n.

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

13. Subscription fee

- a.
- Subscription fees are calculated based on the Subscription Quantity and the 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 certificates 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 account.
- d.
- Within the Subscription Period, the Service and BauApp products shall be available to the Customer and the User from from and only until; the Customer has no Overdue Subscription Fees payable to the Service Provider.
- e.
- The Service Provider shall deliver the Subscription Fee to the Customer in the form of an invoice or payment request at its own discretion.
- f.
- The Customer is obligated to pay the invoiced Subscription Fees within 15 days.
- g.
- Customer may pay the Subscription Fee via bank transfer or credit card payment. When paying by credit card, the Customer can register their 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 credit card details once in the Barion payment interface. The Barion module creates the token from the card data and only this token shall be used for subsequent payments, it no longer being necessary to enter the card number, expiration date and security code. 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 card provided therein.
- h.
- The Service Provider calculates the Subscription Fee for the Customers in Poland paying via credit card based on the EUR amounts in the BauApp Price List and not the PLN amounts. BauApp invoices and initiates credit card payments on this basis. When converting EUR and PLN amounts, the BauApp Price List amounts, not the current exchange rates shall be considered valid.
- i.
- The Service Provider shall inform the Customer that the card data is not handled by the Service Provider. Barion Payment Zrt. (1117 Budapest, Infopark sétány 1., tel.: 06/1 464 7099) carries out the blocking and payment process, so the bank statements shall specify "Barion Payment Zrt".
- j.
- For all Contracts where a card payment has been specified, the Service cannot be used if no card information is provided.
- k.
- If the Customer wishes to cancel the credit card registration, they must send their intention to cancel in writing to BauApp Customer Service at hello@bauapp.com.

14. BauApp Price List

- a.
- The Service Provider shall announce the pricing on which the Subscription Fee for BauApp products is based in the BauApp Price List. The Service Provider shall share the BauApp Price List with each Client and, at its sole discretion, with Interested Parties, and shall have no obligation to share it with all Interested Parties or to publish it widely or make it publicly available on its website.
- b.
- The Service Provider has the right to determine different price lists for each Customer group according to usage, subscription type, the Customer's professional profiles or other aspects specified by the Service Provider. Parties shall consider the current BauApp Price List as the price list applicable to the

given Customer.

- c.
- The Subscription Fees included in the Agreements are determined on the basis of the current BauApp Price List at the time of signing and may be modified by the individual and general discounts included in the Agreements. The current BauApp Price List contains the list and extent of discounts that can be given compared to the list prices.
- d.
- The Service Provider reserves the right to change the BauApp Price List. The Service Provider is obligated to inform the Customer in writing about any changes to the BauApp Price List 60 days prior to the entry into force of the new BauApp Price List.
- e.
- For demo users or certain BauApp 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.
- f.
- 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.
- g.
- In case of a Quota Agreement, the Parties shall record the BauApp Price List in force at the beginning of the Subscription Period. If the BauApp Price List changes during the Subscription Period, it shall not affect the calculation of the Subscription Fee in the given 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 this new Subscription Period when calculating the Subscription Fee.
- h.
- The Service Provider reserves the right to provide discounts for the use of certain payment methods based on the BauApp Price List valid at the respective time. In such cases, if the Customer does not yet use the discounted payment method, the discount granted to them shall automatically terminate.
- i.
- 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 "Temporary promotion" and are valid for a certain time period, will cease and will not be applied for the next Subscription Period.
- j.
- 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.
- #### 15. Suspension of access
- a.
- 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 + VAT.

16. 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 Clients 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, BauAppUser Role, etc.

e.

Individual users of individual Clients 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 Client'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.

17. Optional custom improvements

a.

The Customer may, at their sole discretion, optionally order additional engineering work, customisations, integrations and other developments 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 + VAT. The Service Provider reserves the right to change the engineer's daily allowance during any Subscription period.

18. Quality of service

a.

Error reporting, error management

The Service Provider maintains a customer service available electronically or by telephone to inform the Clients 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: e-mail: hello@bauapp.com, telephone: +36 1 955 5770.

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 has the Freshdesk ticketing error ticket management system, in which customers can record their reports and follow the life cycle of each announcement in detail.

The Customer is obligated to notify the Service Provider in writing of the event impacting operation and / or the insufficient realisation 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 ultimately 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 Band
- an annual average of R% = 95% outside of Guaranteed Service Time Band.

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: $R\% = ((T_{gsi} - Tr) / T_{gsi}) * 100$ where:

R% is the Percentage of Availability

Tgsi is the Guaranteed Service Timeline

Tr 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: $R\% = ((T_{gsi} - Tr) / T_{gsi}) * 100$ where:

R% is the Percentage of Availability

Tgsi Outside the Guaranteed Service Time Frame

Tr is the Emergency Down Time

19. 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 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 and payments of damages 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 any and all damages, business damages, lost profits originated therefrom, or based on any provision of the GTC or the Contract, shall be limited to a maximum of 8% of the Subscription fees invoiced by the Service Provider and paid by the Customer.

When using BauApp products (especially, but not limited to, the BauApp Delivery Note and BauApp Warehouse), the Service Provider draws the Customer's attention to the fact that compliance with financial and accounting law and 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 licensing, therefore they do not have an official license, they did not have to be notified to an authority, compliance with the legislation was not 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 BauApp Databank, 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, BauApp Databank 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 fulfillment 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 unharmed 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** and

Password, as well as for all activities that have taken place using the **Username** and Password or other user accesses.

20. 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 and process descriptions. 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, BauApp Standard, Digital Site-Logistics Standard and Site-Logistics Standard brands.

c.

Protection of Customer Data: Data generated by the Customer, data completed or uploaded by the Customer, blueprints, documents, delivery notes, warehouse statements shall not be passed on by the Service Provider to third parties, as they are the property of the Customer and may not be used, or be the subject of a presentation without the Customer's consent. An exception to this is if any questionnaires, data, templates, blueprints, documents are publicly available; or if another customer submits a similar form, data, template, blueprint, document specification to the Service Provider in a credible manner; or if the forms, data, templates, blueprints, documents are 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 obligation.

d.

The Customer is obligated to clearly indicate this fact in writing on all documents or other content that is the intellectual property of the Customer or that contains trade secrets or confidential data, and to mark them "Confidential Information" before handing them over to the Service Provider's employees. In the event of failure to do so, the Service Provider shall not be held liable in connection with the protection of those documents.

e.

The Service Provider uploads data for the development of and data collection by the BauApp Database, which is essential for BauApp products and product families, and Customers also have the opportunity to upload data indirectly with the help of the Service Provider's customer service or directly by using BauApp products or the BauApp API. Acquiring, checking and displaying the content of the BauApp Databank created by the Service Provider requires significant expenditure on the part of the Service Provider. Therefore, the Service Provider, as the creator of the database, is protected as per the provisions of Chapter IX/A of Act LXXVI of 1999 on Copyrights. The Customer further acknowledges that the Service Provider, as the creator of the database, is entitled to reproduce all or significant parts of the database by making copies, making them available to the public, distributing copies of the database or transmitting them to the public, or providing access to third parties. The Customer acknowledges that the creator 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 them or the Service Provider may be stored, preserved, managed or modified in the BauApp Databank at their own discretion without any time limit, regardless of whether the data is publicly available, or confidential and containing information covered by business secrets or intellectual property rights. The Service Provider is free to use the contents uploaded to the BauApp Databank for BauApp products.

f.

The Customer shall be unconditionally and unlimitedly liable to both the Service Provider and third parties for the truthfulness and legality of all information and data uploaded by the Customer (especially, but not limited to the product information of the Delivery Note and BauApp Databank). 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.

g.

Customer shall have sole and full responsibility for the data that they upload, 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.

h.

The Service Provider shall not be held liable for the content or legality of the 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 .

i.

The Service Provider shall not be held liable for any errors or omissions in the content of the service. Due to the nature of the services, the Service Provider shall not be held liable for the information made available by the Customer and for the Customer's conduct. Service Provider reserves the right to share, in whole or in part, any data uploaded in the BauApp Databank through official BauApp API with official government or third party IT systems or databases.

j.

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.

k.

Data analysis: The Customer agrees that the Service Provider will develop statistical data analyses and BauApp products and solutions using new Customer data and other BauApp system usage data from several Customers during the development of new versions of BauApp products. In the new BauApp products, statistics, data analyses, data comparisons and statements based on the Customer's own and other Customers' data will be available. In these data analyses, the Service Provider shall be obligated to ensure that individual Customer data and user data and Customer names are not directly in the possession of other Customers and become available to other Customers only in an aggregated manner. Personal data cannot be extracted from the statistics generated by data analysis, nor can they be traced. The Service Provider is not able to extract individual Customer data from the data analyses afterwards or in advance.

l.

Employee protection, trade secret protection: the Customer agrees not to employ during the Subscription Period and for 24 months thereafter any person who is an employee or agent of BauApp Kft, Mobilengine Ltd, Mobile Engine Kft. or the Hungarian Branch of Mobilengine Ltd as an employee or agent. 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., 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 + VAT payable by the breaching Party and €27,400 + 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.

m.

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

21. 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, 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 unauthorised access, alteration and unauthorised disclosure or use of the data. The data protection regulations form an additional and inseparable part of the GTC. The applicable BauApp GDPR Privacy Policy is available at the following URL: www.bauapp.com/gdpr. The Service Provider reserves the right to unilaterally amend or update the BauApp GDPR Privacy Policy from time to time and to inform Customers in writing thereafter.

a.

Parties agree that Customer may only be a legal entity. Customers may not be natural persons. 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 telephone 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 User's GPS coordinates and IP address 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 agree that the Customer is obligated to inform and educate the Users about all types of BauApp products and the BauApp system. The Customer undertakes to inform the Mobile Users registered by them about the data protection and how to use the data. The Service Provider shall not be held liable for damages resulting from any violation or omission of this provision.

22. 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 personal and 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 unauthorised persons.
- Both the Service Provider and the Customer are obligated to take the technical and organisational measures expected of them in order to reduce or eliminate the hazards specified above.

The Service Provider protects the managed data against unauthorised access and use with appropriate organisational and technical (IT) measures. As part of data 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 IDs or passwords (codes).

23. Provision of Access

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 by Customers and 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, name, or email address.

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. In addition, it is also the Customer's own responsibility to control to which additional Customer they provides 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 Clients 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 Google Drive, for which Customer and User agree to the Google Drive Policy, located at <https://www.google.com/drive/terms-of-service/>. The Service Provider shall not be held liable in any way for the use of Google Drive, or for any errors or damages resulting therefrom. In addition, Customers and Users may also 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.

24. Miscellaneous provisions

a.
Communication: The parties accept communications sent by registered pos, 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 accepted by the Parties is possible only in writing, by mutual agreement of the Parties.

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 authorisations 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 endeavour 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