



Terms of Use

Eplan “Copilot”

1. Scope of these Terms of Use

- (1) EPLAN GmbH & Co. KG, An der alten Ziegelei 2, 40289 Monheim am Rhein, Germany (“**Eplan**”) provides users in a cloud environment (“**Eplan Cloud**”) with an AI-system that is based on a third-party technical platform („**Eplan Copilot**“), which processes text-based queries and user input (“**User Input**”) and generates text-based outputs (“**Responses**”). Eplan Copilot is intended solely to provide information and support to users within the Eplan Cloud (“**Purpose**”).
- (2) These Terms of Use apply to the use of Eplan Copilot. By interacting with Eplan Copilot, the user agrees to these Terms of Use. If the user does not agree to these Terms of Use, they must refrain from using Eplan Copilot.

2. Additional Requirements of Use

Use of Eplan Copilot requires the user to register in the Eplan Cloud. In doing so, the user must accept the “EPLAN CLOUD Terms of Use” (available at: <https://www.eplan.com/content/dam/eplan/corporate/legal/terms-of-use/eplan-cloud-terms-of-use-08-2022-de-en.pdf>). The “EPLAN Cloud Terms of Use” apply to the use of Eplan Copilot in addition to these Terms of Use, provided there is no conflict between the “EPLAN Cloud Terms of Use” and these Terms of Use. In the event of any conflict, these more specific Terms of Use shall take precedence over the more general “EPLAN Cloud Terms of Use.”

3. Use of Eplan Copilot

- (1) Upon acceptance of these Terms of Use (see Section 1.2), any natural person registered in the Eplan Cloud may use Eplan Copilot provided that the additional requirements for use (see in particular Section 2) are met. Use of Eplan Copilot with the aid of or via tools or computer programs that are not offered, operated, or approved by Eplan is prohibited.
- (2) Eplan intends to further develop and improve Eplan Copilot. Eplan makes no warranty regarding the availability, functionality, or suitability of Eplan Copilot for the user’s purposes.
- (3) Eplan reserves the right to restrict or discontinue Eplan Copilot in its entirety, its support, or individual functions of Eplan Copilot at any time and without providing reasons. Eplan is under no obligation to actively or in advance notify the user of such changes to Eplan Copilot.
- (4) Eplan Copilot does not provide any financial, medical, legal, tax, or other professional advice. The user agrees not to enter any User Input intended to elicit corresponding responses from Eplan Copilot. If necessary, the user must seek qualified professional advice before making relevant decisions in these areas.
- (5) Eplan Copilot is protected by copyright. Eplan holds all rights to Eplan Copilot. The user may not remove, alter, or otherwise suppress any of Eplan’s copyright notices or marks. The user shall not be entitled to disclose the source code of the Eplan Copilot software.



4. Data Processing, Copyright, and Right of Use to User Input

- (1) The use of Eplan Copilot requires User Input. Eplan Copilot processes this User Input to generate Responses. “Ownership” of the User Input remains with the user.
- (2) The user must not submit any User Input for which they do not possess sufficient rights of use or through which they infringe the rights or protected interests of third parties - in particular intellectual property, know-how, or personal rights of third parties. By entering User Input, the user grants Eplan, free of charge and for an indefinite period of time, the right to process the entered data and information, to the extent necessary, for the operation (including, but not limited to, service provision, quality assurance, and maintenance of system security) and further development (including, but not limited to, troubleshooting, error correction, and functional enhancements) of Eplan Copilot. Eplan is also entitled to grant comparable rights to the user-provided data and information to the provider of the technical platform that serves as the basis for the operation of Eplan Copilot.
- (3) The user must not disclose any information to Eplan Copilot that the user does not wish to have processed by Eplan Copilot in accordance with the preceding paragraph (2).
- (4) In addition to User Input, Eplan Copilot may search the user’s projects available in the Eplan Cloud to generate Responses.

5. Transparency Notice, Right of Use to Responses

- (1) Eplan Copilot is an AI system that draws on various sources, some of which may be unreliable, when generating Responses to User Input. AI-generated Responses may therefore be inaccurate or erroneous, or may infringe third-party rights, even if they appear flawless and convincing at first glance. When using the Responses, the user should be aware of these circumstances and therefore carefully form their own judgment before using and publishing the Responses from Eplan Copilot.
- (2) Other users may receive the same or similar responses from Eplan Copilot if they enter the same or similar User Input. However, it is also possible that Eplan Copilot may provide different Responses to users who enter the same or similar User Input. Eplan has no influence over this in individual cases.
- (3) Eplan grants the user a non-exclusive, limited, non-transferable, and non-sublicensable right to use the Responses from Eplan Copilot for internal purposes in accordance with the agreed-upon Purpose. The user must not use the Responses to train AI systems and/or AI models.

6. Misuse and Blocking

- (1) The user must not misuse Eplan Copilot. Misuse shall be deemed to have occurred in particular if (a) access is gained to unauthorized areas of Eplan Copilot, (b) unlawful, or offensive content or content offending common decency is entered into or made available in Eplan Copilot, (c) content with harmful components is knowingly entered into or made available on Eplan Copilot, or (d) the functionality of Eplan Copilot is interfered with in any other damaging manner.
- (2) The use of Eplan Copilot for practices prohibited under Regulation (EU) 2024/1689 on artificial intelligence (“**AI-Regulation**”), in particular under Article 5 of the AI-Regulation, is prohibited.
- (3) Eplan Copilot is not a high-risk AI system within the meaning of the AI-Regulation. The use of Eplan Copilot for high-risk purposes is not permitted.



- (4) If the user breaches the obligations imposed on them under these Terms of Use or misuses Eplan Copilot, Eplan may, after prior notification of the user in textform, temporarily block their access to Eplan Copilot if the breach can thereby be remedied. Eplan will lift the block as soon as the reason for it no longer applies. Eplan reserves the right to assert further contractual and/or statutory rights in the event of a breach or misuse.

7. Warranty, Liability, and Indemnification

- (1) The user is solely responsible for the lawfulness and accuracy of the User Input. The user is also solely responsible for the use of the Responses generated by Eplan Copilot. Eplan is unable to verify that the Responses are complete, accurate, and up to date. Eplan therefore makes no warranty that the Responses generated by Eplan Copilot are up to date, accurate, and complete, or that the user's use of them does not infringe the rights of third parties. The same applies with respect to the suitability of the Responses for the user's intended purposes.
- (2) The user shall indemnify Eplan against all third-party claims arising from an infringement of such third party's rights in connection with a breach of these Terms of Use, as well as the use of the Responses generated by Eplan Copilot.
- (3) Eplan shall only be liable if Eplan is at fault, unless the law provides for liability even in the absence of fault.
- (4) Eplan shall be liable without limitation in cases of willful intent and gross negligence.
- (5) In the event of a degree of culpability that falls short of Section 7.4 (simple negligence), Eplan shall be liable
 - without limitation for damages resulting from injury to life, body, or health and for claims arising from the German Product Liability Act;
 - limited to compensation for the foreseeable, typically occurring damage for other damages arising from the breach of a material contractual obligation. A material obligation is an obligation, the fulfillment of which makes the execution of the contract possible in the first place and the observance of which the other contracting party can justifiably rely upon.

8. Changes to the Terms of Use

Eplan reserves the right to update these Terms of Use at any time with future effect. The user must agree to the updated Terms of Use in order to continue using Eplan Copilot. If the user does not agree with the amended Terms of Use, they must immediately cease using Eplan Copilot.

EPLAN GmbH & Co. KG, date: May 2026