Eplan Smart Sourcing
Connectivity and Listing Terms and Conditions

Preamble

A "Eplan Smart Sourcing" is an application operated by EPLAN GmbH & Co KG, An der alten Ziegelei 2, 40289 Monheim am Rhein, Germany. EPLAN GmbH & Co KG is a company affiliated with the Eplan corporation named in the respective order confirmation. Eplan Smart Sourcing is a cloud application that can be used to check parts lists, for example with regard to stock levels and delivery times of listed items by way of comparison with the online shop system of a specific supplier.

B These Terms and Conditions describe the fundamental cooperation between Eplan and suppliers in conjunction with the interface to Eplan Smart Sourcing.

1 Definitions

1.1 "Eplan" within the meaning of these Terms and Conditions is the Eplan company named in the respective order confirmation and which establishes a contractual relationship with the Supplier on this basis.

1.2 "Suppliers" within the meaning of these Terms and Conditions are natural persons, companies, merchants, legal entities under private or public law or special funds under public law which are named in Eplan's order confirmation as a contracting party and are therefore entitled to be connected to Eplan Smart Sourcing by means of an API interface in accordance with these Terms and Conditions and to be listed in Eplan Smart Sourcing.

2 Conclusion of contract, remuneration, and registration

2.1 Supplier connectivity to Eplan Smart Sourcing by means of an API interface and listing of the Supplier in Eplan Smart Sourcing is subject to a fee to be paid by the Supplier and requires the conclusion of a corresponding contract with Eplan in accordance with Eplan's "General Terms & Conditions (GTC): Professional Consulting".

2.2 The prerequisite for connecting the Supplier to Eplan Smart Sourcing and listing the Supplier in Eplan Smart Sourcing is that the Supplier is registered in the Eplan Cloud.

In addition to these Terms and Conditions and the "General Terms & Conditions (GTC): Professional Consulting", the "*Terms of Use EPLAN Cloud*" (available at https://www.eplan.com/de-en-gtc are applicable.

2.3 In the event of discrepancies, the application of the respective terms and conditions shall be in the following order of priority: These Terms and Conditions, the "General

Terms & Conditions (GTC): Professional Consulting” and then the “Terms of Use EPLAN Cloud”.

3 Subject matter of these Terms and Conditions

3.1 With the conclusion of the corresponding contract in accordance with Clause 2 on supplier connectivity to Eplan Smart Sourcing by means of an API interface and listing of the Supplier in Eplan Smart Sourcing, the Supplier agrees that the following information about the Supplier’s products will be made available in Eplan Smart Sourcing to its users: stock levels, delivery times and prices taking into account the commercial conditions agreed between the Supplier and the respective user (hereinafter referred to as “Information”). The parties may agree separately on the provision of further Information. In derogation from the written form requirement according to Clause 15.2, such an agreement can be concluded by email.

3.2 Technical details in conjunction with the connectivity and listing of the Supplier in Eplan Smart Sourcing, in particular with regard to the interface, are derived from the technical questionnaire agreed between the parties in advance.

3.3 In Eplan Smart Sourcing, Eplan users must select their existing suppliers from the list of available suppliers and entering their login credentials for the respective online shop.

3.4 With Eplan Smart Sourcing, users can check their parts list to see, among others, how many parts are in stock and how long they will take to be delivered. They can do this by comparing their parts list with the online shop of their suppliers. First, the parts list is compared with the static product database provided to Eplan by the Supplier. Second, it is checked against the Supplier’s online shop. As a result, the user sees the Information current at the time the parts list is uploaded for such products in their parts list which have been identified in the static product data base and are listed in Supplier’s online shop. The Information is made available to Eplan by the Supplier via the API interface.

3.5 Eplan is entitled to provide Supplier’s Information worldwide to such users of Eplan Smart Sourcing who have registered in Supplier’s online shop.

3.6 Eplan has the right to stop using some of the features of Eplan Smart Sourcing or to add more features.

4 Obligations of the Supplier

4.1 The Supplier is responsible for the completeness, accuracy and real-time updating of the Information they provide via the interface and for the completeness, accuracy and up-to-dateness of the static product data in the database they have made available to Eplan.

4.2 When using Eplan Smart Sourcing, requests in connection with the comparison of the user’s parts list with the Supplier’s online shop are sent to the Supplier via an Eplan IP address, which may not be located in the same country as the Supplier’s registered office. Suitable technical conditions must be ensured to be in place by the Supplier so that such requests are not technically blocked, even if they are made multiple times.

4.3 In order to use Eplan Smart Sourcing, the user must provide Eplan with their login credentials for the Supplier's online shop. It is the Supplier's responsibility to ensure that the user does not suffer any disadvantages as a result of this type of sharing of access data. In particular, Supplier will not assert any claims for breach of the prohibition on account sharing or the disclosure of access data to third parties.

5 Interface

5.1 The API interface in the Supplier's system is third-party software for which the manufacturer of the interface is solely responsible with regard to both the content and technology; in particular, Eplan is not responsible for maintaining the API interface.

5.2 Any adaptations to the Eplan middleware that may be required in conjunction with the Supplier's connectivity to Eplan Smart Sourcing via the API interface are to be agreed and remunerated separately.

5.3 The Supplier shall inform Eplan without delay when and what changes they plan to make to the API interface in their system and/or the connectivity environment that may affect the connection to Eplan Smart Sourcing. The Supplier shall also inform Eplan in advance about planned maintenance on the API interface and/or the connectivity environment and without delay about any malfunctions and unplanned maintenance.

5.4 Eplan will make every effort to maintain an uninterrupted connection to Eplan Smart Sourcing, but cannot guarantee this under all circumstances. Eplan will inform the Supplier without delay via the Health Dashboard, which can be accessed at https://www.eplan.com/de-en-health-dashboard about any changes Eplan will be making to Eplan Smart Sourcing and the appointed time that will impact the connection. Eplan shall also inform the Supplier in advance via the Health Dashboard about planned maintenance work and without delay about any malfunctions and unplanned maintenance on Eplan Smart Sourcing.

6 Misuse

The Supplier is not entitled to misuse the API interface, in particular (a) to transmit illegal, immoral or offensive content via the API interface, (b) to knowingly transmit content with harmful components via the API interface, (c) to conduct load and/or penetration tests without the written permission of Eplan or (d) to interfere with the functionality of the API interface in any other detrimental manner.

7 Service disruptions

7.1 If the connectivity and/or listing service is not provided in accordance with the contract and Eplan is responsible for this, Eplan shall be obliged to provide this service as agreed upon within a reasonable period of time provided that the Supplier has notified Eplan without delay that the service has not been provided in the contractually agreed manner.

7.2 If subsequent fulfilment by Eplan fails despite two attempts or if Eplan is in default despite the setting of a reasonable deadline, the Supplier may withdraw from the contract while waiving a further subsequent fulfilment or the Supplier may reduce the fee

according to the value of the deficiency. Withdrawal shall be excluded in cases of insignificant deficiency.

7.3 Disruptions based on one of the following events shall not be deemed to be a service disruption within the meaning of clause 7.1:

a) necessary maintenance work;

b) disruptions, failures and impediments to service originating from the Supplier's domain;

c) disruptions attributable to third parties (e.g. denial of service attacks) or force majeure.

8 Liability

8.1 Eplan shall only be liable to pay damages, irrespective of their legal grounds, in the event of wilful intent or gross negligence unless the law provides for liability without fault.

8.2 In the event of a degree of culpability that falls short of Clause 8.1 (simple negligence), Eplan shall be liable

8.2.1 unlimited for damages resulting from injury to life, body or health;

8.2.2 for damages arising from the breach of a material contractual obligation, in which case Eplan's liability shall be limited to compensation for the foreseeable, typically occurring extent of damage. A material obligation is an obligation, the fulfilment 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.

8.3 In addition to Clause 8.2, Eplan shall only be liable for direct material damage up to a maximum amount of €100,000 per damaging event, whereby liability for the total of all damaging events within a calendar year is limited to €500,000. Liability for financial loss and any kind of consequential damage is excluded, in particular for loss of profit, for damage resulting from operational disruptions or loss of production and for damage incurred by third parties.

9 Usage of trademarks, designations and logos

9.1 The Supplier grants EPLAN GmbH & Co. KG and its affiliated companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to as "Affiliated Companies") the right, limited to the term of the contract, to use the Supplier's logos as well as trademarks, logos, designations, article or order numbers registered and / or used by Supplier for the products (hereinafter referred to as "Logos") in conjunction with Eplan Smart Sourcing and the presentation of the relevant products and information therein, as well as the advertising for and demonstration of Eplan Smart Sourcing to interested parties, solely within the scope of these Terms and Conditions.

9.2 The Supplier warrants that the logos and their use by EPLAN GmbH & Co. KG and its Affiliated Companies in accordance with these conditions do not infringe any third-party rights. Should third parties assert a breach of their rights against EPLAN GmbH

& Co. KG and/or its Affiliated Companies through the provision of logos or their contractual use, the Supplier shall be obliged to indemnify EPLAN GmbH & Co. KG and its Affiliated Companies against such claims. The entitlement to indemnification shall also include the costs of a commensurate legal defence.

10 Term of agreement

10.1 The contractual relationship subject to these Terms and Conditions shall commence on the date stated in Eplan's order confirmation and shall be concluded for an indefinite period.

10.2 Unless otherwise agreed, the basic contract term shall be stated in the order confirmation. The contractual relationship may be terminated by either party for the first time after the respective basic contract term with three months' notice to the end of the basic contract term. If no notice of termination is given, the contractual term shall be extended by twelve further months in each case (extension period) until notice of termination is given no later than three months before the end of the respective extension period.

10.3 The right of termination without notice for good cause remains unaffected for both parties. In particular, EPLAN shall have the right of extraordinary termination if the Contracting Party seriously violates its contractual obligations if a required period for remedy has expired unsuccessfully. Each party reserves the right to assert further contractual and/or statutory rights.

For Eplan, a compelling reason shall exist in particular if the Supplier repeatedly fails to provide all the agreed Information provided that a reasonable deadline set for the Supplier to remedy the situation has expired without success. This also applies to if the Contracting Party is in default with the payment of the subscription fee for two consecutive dates or is in default with an amount that reaches the subscription fee for two months in a period that extends over more than two da

10.4 The notice of termination must be given in writing in accordance with Section 126 (1) of the German Civil Code.

10.5 In all cases of termination of its right of use (e.g. by the expiry of the contract, termination, cancellation of the contract), the Contracting Party is obliged to return all deliveries of the contractual to EPLAN without request and without delay and to delete all copies.

11 Right of evaluation

Eplan reserves the right to collect certain parameters for efficiency measurement and market analysis purposes. This includes, for example, the number of parts lists or products queried at the Supplier or the matching rate. The matching rate is used to determine the correlation between the user's parts list and the Supplier's product data within the scope of the comparison described in Clause 3.4. Eplan will use the knowledge gained from the evaluation to (further) develop and/or improve the usability, range of functions and performance of Eplan software products. Eplan shall be entitled to use the findings for the commercial identification of markets and target

groups. Eplan can also make the results of the evaluation available to the users of Eplan Smart Sourcing, other suppliers and third parties in anonymized form.

12 Assignment of claims by Eplan

Eplan shall be entitled to assign claims against the Supplier to which Eplan is entitled under these Terms and Conditions to EPLAN GmbH & Co. KG as the operator of Eplan Smart Sourcing.

13 Subcontractors

Eplan shall be entitled to engage subcontractors for the provision of services.

14 Changes to the services or Terms of Use

14.1. Eplan reserves the right to amend these Terms and Conditions or the integrated performance specification, taking the Supplier's interests into appropriate consideration, in respect of changed legal or technical conditions as long as the functionality of the services for the Supplier is maintained and the amendments are merely insignificant with regard to the contractual rights and obligations of the parties. The Supplier shall be informed about such changes in text form at least two months before the planned effective date of the changes.

14.2. Provided that changes to these Terms and Conditions or to the associated performance specification do not entail significant changes to the functionality or the services offered, to the detriment of the Supplier, and/or affect the fundamental rights and obligations of the parties arising from the contract, the Supplier shall be entitled to object to the change within one month of receipt of the change notification and to terminate the contract with effect from the effective date of the changes notified by Eplan. For the notice of termination to be effective, it must be given in text form (by e-mail). If the period of notice expires without the Supplier giving notification of termination, the changes shall be deemed to have been agreed with effect from the expiry of the period of notice. In the change notice, Eplan shall inform the Supplier about its right of objection and the consequences of inaction.

15 Final provisions

15.1 The order confirmation sent by Eplan and these Terms and Conditions together form a uniform contract, whereby the order confirmation shall take precedence in the event of discrepancies.

15.2 Amendments and supplements to these Terms and Conditions shall be made in written form in accordance with Section 126 paragraph (1) German Civil Code (BGB). The written form requirement shall also apply to the case-by-case or permanent waiver of the written form requirement.

15.3 Should parts of these Terms and Conditions be or become invalid or unenforceable, the remaining parts shall remain unaffected. The contracting parties undertake to replace the invalid or unenforceable clause with a valid or enforceable clause that comes as close as possible to the economic purpose of the invalid or unenforceable

part. The same shall apply in the event that these Terms and Conditions contain an unintended loophole.

15.4 The parties have been made aware of the fact that the services to be rendered by Eplan may be subject to country-specific or personal export and import restrictions. In particular, licensing requirements may exist or the usage of the services may be subject to restrictions in other countries. The Supplier shall comply with the applicable foreign trade law of the Federal Republic of Germany, the European Union and – where relevant – the United States of America, as well as other relevant regulations. Fulfilment of the contract by Eplan shall be subject to the condition that the fulfilment is not hindered on account of national and international provisions of foreign trade law or other statutory regulations.

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