

**This text appears when the registration is sent**

You would like to use the SmartScaff-FFC<sup>2</sup>-Services of the 3Ts GmbH. These terms and conditions of use establish the contractual preconditions in that respect. Please read the following contract text carefully.

To the contract text [Terms and conditions of contract for use \(CCU\)](#).

- ☐ Yes, I have read the [Terms and conditions of contract for use \(CCU\)](#)
- ☐ Yes, I have read the [“Services subject to charges”](#)

By clicking on the

[I accept](#)

button, you accept the terms and conditions of contract for use

By clicking on the

[Cancel](#)

button, you reject the terms and conditions of contract for use.

**Terms and conditions of contract for using (CCU) SmartScaff-FFC<sup>2</sup>-Services**

of 3Ts GmbH

**Preamble**

SmartScaff-FFC<sup>2</sup>-Services is a software-supported tool, operated by 3Ts GmbH, which allows for the configuration of various scaffolding systems for specific scaffolding applications.

The SmartScaff-FFC<sup>2</sup>-Services entail the provision of the

- Functionalities of the FFC<sup>2</sup> software
- FFC<sup>2</sup>-compatible scaffolding data sets (digital twins)

As a sector solution, the functionalities of the FFC<sup>2</sup> software offer planning for support scaffolding with the application of scaffolding systems, based on valid methods and instruments, and in compliance with the formal regulatory framework.

Manufacturers or other holders of the rights of a scaffolding system is given the opportunity to make its system available to the customer in the SmartScaff-FFC<sup>2</sup>-Services by making a digital twin (system database) set available. 3Ts GmbH does not make any pre-selections in this respect and can support in the creation. However, it relies on the offer of the rights holders.

Using SmartScaff-FFC<sup>2</sup>-Services takes for granted a certain degree of specialist knowledge and is only intended for specialists.

**Section 1 General, scope**

- 1) These terms and conditions of contract (CCU) for use apply to all business relations between the Users and 3Ts GmbH as part of using the web-based SmartScaff-FFC<sup>2</sup>-Services. Hereinafter, 3Ts GmbH shall be referred to as the >>Operator<<, and the User as the >>User<<.
- 2) The SmartScaff-FFC<sup>2</sup>-Services may only be used if the User is an entrepreneur (Section 14 BGB German Civil Code), a legal person under public law or federal special funds.

- 3) Solely these terms and conditions of contract for use (CCU) and the Schedule of fees are authoritative in respect of the legal relations between the Operator and the User. They apply on an exclusive basis. General terms and conditions of business of the User or to the contrary or those that vary from our conditions, or supplementary conditions, shall only become an integral part of the contract if and insofar as the Operator has expressly consented to the validity of such conditions in writing. This approval requirement shall apply in any case, for example including if the Operator unreservedly renders services for the User although it is aware of the User's terms and conditions of business.
- 4) The version valid at the time the contract is concluded applies. In the case of a download, the version valid at the time of the respective download shall apply, provided that this takes place before or independently of the conclusion of a contract.
- 5) The terms and conditions of use can be viewed online at all times at [www.smartscaff.de](http://www.smartscaff.de). The Operator reserves the right to amend these conditions of use. Accordingly, the User is entitled to an extraordinary, special termination right without notice. Insofar as the User does not exercise its termination right within three weeks following the announcement of the aforementioned website, its consent to the amendments shall be deemed given.
- 6) In the event of contradictions between the Schedule of fees and the CCU, the Schedule of fees shall take precedence.

## Section 2 Subject matter of contract, services on the part of the Operator

- 1) The **subject matter of the contract for use** is the granting of the SmartScaff-FFC<sup>2</sup>-Services via the provided web platform and downloads that may be made available there in accordance with the agreement with the user, the schedule of fees and these CCU. The scope of the right of use is regulated in more detail in Section 3. in addition to the regulations of this section. Without a separate agreement, the object of the contract is the use of the functionalities of the FFC<sup>2</sup> software as standard software to the extent of the basic modules in connection with released, FFC<sup>2</sup>-compatible digital twins (system data sets) of the respective manufacturer or rights holder. There is no entitlement to the provision of certain functionalities.

The subject matter of contract does not legally qualify as a work service. The SmartScaff-FFC<sup>2</sup>-Services include the virtual possibility of assembling scaffolding parts from certain manufacturers as well as performing certain calculations and creating reports based on the scaffolding individually configured by the User.

- 2) The scope of services does not include maintenance (update, upgrade), hotline, technical support and consulting services. These can be booked with an individual agreement; the contractual Terms and Conditions for Service (TCS) apply to these services.
- 3) If the user uses calculation options provided by the operator, the authorisation of use covers the use of the calculated data for a single project. The work results obtained as part of the SmartScaff FFC<sup>2</sup> services, e.g. in the form of instructions, data and other products, may be passed on to all persons and companies involved in the realisation of the project.
- 4) Attention is drawn to the fact that the Operator is not responsible for the correct implementation of the job results and that such results are only intended for a group of persons with the necessary expertise. In the case of forwarding to third parties, the User is responsible for deciding on the parties that shall receive the job results and how such results are used.
- 5) All manufacturers and other rights holders of scaffolding systems (hereinafter >>Rights Holders<<) are free to make their scaffolding systems available in SmartScaff-FFC<sup>2</sup>-Services as a digital twin. The systems in the SmartScaff-FFC<sup>2</sup>-Services do not constitute any pre-selection based on technical or other aspects. The selection is merely conditional on the fact that the respective Rights Holder makes available its scaffolding system in the SmartScaff-FFC<sup>2</sup>-Services, and has consented to the use. Therefore, the User has no entitlement to certain scaffoldings and scaffolding parts being visualised, configured and/or calculated with SmartScaff-FFC<sup>2</sup>-Services.
- 6) SmartScaff-FFC<sup>2</sup>-Services does not replace the review of the technical feasibility to be conducted by an expert prior to assembly.
- 7) The Operator provides a help function to support the work.

- 8) The User is not entitled to SmartScaff-FFC<sup>2</sup>-Services not being interrupted or being permanently available and is not entitled to Updates or Upgrades. The Operator may amend or restrict the services at any time or discontinue these and the technical support. The SmartScaff-FFC<sup>2</sup>-Services are operated via an external server. Uninterrupted service in this respect cannot be guaranteed. Availability of at least 96% can be assured.
- 9) The service content does not include the use of the internet that is required in this purpose. The User is responsible at its own cost for the internet access, the technical requirements and the configuration and performance of the end device for using SmartScaff-FFC<sup>2</sup>-Services and for ensuring that the required software is up-to-date at his own expense. As a result of using SmartScaff-FFC<sup>2</sup>-Services, Users may incur additional costs in the form of connection charges imposed by third parties.
- 10) If the contractual use of SmartScaff-FFC<sup>2</sup> services is impaired by third-party property rights through no fault of the operator, the operator is entitled to refuse the services affected by this. In this case, the user is not obliged to make any payments for the services.
- 11) The subject matter of the services is merely the use of the functionalities of the FFC<sup>2</sup> software of SmartScaff-FFC<sup>2</sup>-Services as made available by the Operator. The Operator does not assume any liability for errors that are based on the manufacturer's data. The same applies to entry errors by the User.

### Section 3 Scope of the utilisation right

- 1) 1) The User receives the basic, non-exclusive, non-transferable right to use SmartScaff-FFC<sup>2</sup>-Services for the term of the contract within the agreed scope and in accordance with the schedule of fees and these CCU. Use is permitted on an Internet-enabled end device belonging to the User or controlled by the User. The right of use is restricted to one computer and related to one employee to be named by the User, hereinafter referred to as >Applicant<. Beyond this, the User does not acquire any claims to other rights. The right of use extends to the technical area of application of the SmartScaff-FFC<sup>2</sup>-Services authorised for the user by the operator..
- 2) The right to use the functionalities of the SmartScaff-FFC<sup>2</sup>-Services in relation to a specific scaffolding system (digital twin) is subject to the user's authorisation by the relevant rights holder. It only arises when the rights holder grants authorisation and ends when the rights holder withdraws authorisation. This withdrawal does not require a reason or a deadline. It is effected by declaration to the operator. The user will be informed of this.
- 3) The authorisation to use the free trial version only relates to the functions of the SmartScaff-FFC<sup>2</sup>-Services that are not subject to a charge. Paid functionalities of the SmartScaff-FFC<sup>2</sup>-Services such as calculations, instructions and other results of use are not included.
- 4) The user may not transfer downloads, other parts of the software or the software itself to third parties without the consent of the operator, and in particular may not rent or lend it out.
- 5) The entitlement to download may not be assigned and only applies if property rights (copyright notices and similar references regarding authorship) and brands and names remain unchanged when reproduced.
- 6) No further rights, in particular to the software itself, calculated data, instructions and other products, are associated with the granting of rights.
- 7) In other respects, the User is not entitled to alter, translate, reverse engineer, decompile or disassemble the software or port it to another operating system. Decompiling the programme code in other code forms and other types of reverse engineering the various manufacturing stages of the software are not permitted. Reworking and creating compiled works are also not permitted.
- 8) Copyright notices, series numbers or other features of the software, data, instructions and other products aimed at identification may not be removed or altered.
- 9) The User is to refrain from attempting, itself or via unauthorised third parties, to call-up information or data without authorisation or access programmes operated by the Operator or make arrangements for such access to be gained or access data networks of the Operator without authorisation.
- 10) The user account of the applicant may only be used by the applicant himself, but not by third parties.

- 11) The following applies to chargeable services: for each case of violation of the aforementioned sub-sections 1 to 5 and 7 to 10 of this Section 3, the User shall be required to pay a **contractual penalty**, which immediately falls due for payments of ten times the charge in accordance with the Operator's "Schedule of Fees" for the chargeable work results. If no chargeable services are used, the amount of the contractual penalty shall be determined in accordance with 5 times the list price of the servicing during the violation period. This does not affect claims for damages. In such a case, the contractual penalty shall be counted towards the claim for damages.

#### Section 4 Entering into a contract

- 1) Registration of the user is required for the purpose of fulfilling the services. The operator maintains one user account per licence and per applicant.
- 2) By submitting the registration, the user agrees to the validity of these CCU and the schedule of fees. The contract is subsequently concluded when the password link is sent by the operator. Additional functionalities of the software or special contract variants can be booked additionally, provided that they are shown in the schedule of fees. The contract is concluded upon activation.
- 3) The following applies with regard to the conclusion of the contract for chargeable functionalities in accordance with the 'Schedule of Fees' for SmartScaff-FFC<sup>2</sup>-Services: By clicking on the corresponding button with a reference to the obligation to pay costs, the user submits a binding offer to conclude a contract of use subject to these CCU. The subject of the contract is the use of the specific chargeable functionality of the SmartScaff-FFC<sup>2</sup>-Services. Acceptance takes place either through activation by the operator or provision of the specific functionality of the SmartScaff-FFC<sup>2</sup>-Services for use. The Operator shall have contractual freedom with regard to activation or provision. In particular, the Operator is entitled to refuse to do so if the online credit balance of the Applicants company account does not contain at least a value equivalent to the fee payable for the chargeable functionality.
- 4) With regard to the option of using a certain scaffolding system (Digital Twin) in the SmartScaffolding-FFC<sup>2</sup>-Services, the contract is subject to a condition precedent of the **release** by the manufacturer or the Rights Holder and is subject to a condition subsequent by the withdrawal of such release. The Operator assumes the task of obtaining the release as a service by order of the User. To that end, the User's data are to be forwarded to the Rights Holder.
- 5) The prices are regulated in the schedule of fees. The version valid at the time the contract is concluded and, in the case of automatic contract renewal, the version valid at that time applies..
- 6) For technical reasons, the buyer cannot accept orders by fax, letter or e-mail.

#### Section 5 General obligations on the part of the User

- 1) The SmartScaff-FFC<sup>2</sup>-Services may only be used by the Applicant as designated. This presupposes that the FFC<sup>2</sup> software is used in accordance with the specifications of the associated product documentation of the rights holder within its performance limits.
- 2) When registering, the user is obliged to provide truthful information..
- 3) 3) The User designates the responsible and competent employees as 'Applicant' as well as an e-mail address assigned to the respective Applicant
- 4) Use may only occur such that detrimental effects, overloading or damage does not apply to SmartScaff-FFC<sup>2</sup>-Services, and the purpose pursued by way of this application is neither jeopardised nor bypassed. The User may neither personally nor via third parties bypass or alter the safety precautions on of SmartScaff-FFC<sup>2</sup>-Services.
- 5) Use in accordance with these CCU is only permitted as part of valid law.
- 6) The user is responsible for ensuring sufficient data backup.
- 7) The Applicant is personally responsible for maintaining secrecy regarding the username and password. The User has to adopt suitable measures to provide protection against misuse or loss.
- 8) Prior to the sending of data information that may be permitted in accordance with these CCU, such transmissions are to be checked for viruses, and virus protection programmes in line with the latest technological developments are to be used.

- 9) The user may only use the FFC<sup>2</sup> software and the digital twin on the internet-enabled end device that belongs to him or that he has under his control. In the event of a change of hardware, the user must delete the FFC<sup>2</sup> software together with the digital twin from the hardware previously used. A simultaneous storage, keeping in stock or use on more than one hardware is not permitted unless the user opens another application account for this purpose..
- 10) The User undertakes to prevent unauthorised third party access to the programme and the documentation by way of suitable precautions.
- 11) If the user notices any discrepancies or errors when using the FFC<sup>2</sup> software, the user shall inform the operator immediately and in text form.

#### **Section 6 Prices, terms of payment, acceptance**

- 1) The schedule of fees applies
- 2) Only the version valid at the time the contract is concluded and, in the case of automatic contract renewal, the version valid at that time applies. When booking additional functionalities, the respective contract conclusion and the relevant contract extension is decisive.
- 3) The prices are exclusive of direct taxes, in particular withholding and transaction taxes, in particular statutory value added tax, insofar as this is permissible under the law of the country levying the tax
- 4) Potential additional or special services shall be performed and settled on a case-by-case basis following separate commissioning.
- 5) With regard to the payment of the licence fees (usage fee), advance payment is agreed. In any case, the utilisation option is only owed after receipt of payment.
- 6) The User shall be in default of payment two weeks after conclusion of the contract. If the User is in default of payment, the Operator is entitled to prevent the use of the SmartScaff-FFC<sup>2</sup>-Services by exercising its right of retention by blocking the account until the outstanding claims have been settled. Claims for damages remain unaffected. Interest is owed at a rate of 8 percentage points above the base interest rate. The Operator may claim this from the due date in accordance with Section 353 of the German Commercial Code.
- 7) The following applies insofar as acceptance of the service is required for legal reasons:  
  
For the acceptance of the results of the use of the SmartScaff FFC<sup>2</sup> services, a period of 14 days after completion of the calculation by the software or other products and the possibility of inspection by the user is agreed. Section 640 (1) sentence 2 of the German Civil Code applies, according to which it is equivalent to acceptance if the user does not accept the work within the aforementioned period, although he is obliged to do so. Use of the calculation results merely on a trial basis shall be deemed acceptance.
- 8) The User shall only have a right to set off if its claim has become res judicata or is undisputed. This also applies to retention rights.

#### **Section 7 Copyrights, commercial property rights, exemption**

- 1) The content contained in SmartScaff-FFC<sup>2</sup>-Services (technical data, descriptions, other texts, images, graphics, sound, video and animation files, their design, source codes and calculation formulae, etc.) are protected by copyright, both as individual services and as a compilation. Furthermore, commercial property rights such as trademark rights, patent rights or registered design rights may apply in addition. The User is to ensure that all commercial property rights and copyrights are complied with.
- 2) The content is only available for the intended purpose of retrieval in SmartScaff-FFC<sup>2</sup>-Services. The content of SmartScaff-FFC<sup>2</sup>-Services may not be reproduced, distributed, modified or made accessible to third parties in any form without the explicit written authorisation of the operator. The downloading and use of material protected by copyright or industrial property rights that is made available with SmartScaff-FFC<sup>2</sup>-Services is only permitted within the framework of these terms of use and the statutory provisions.
- 3) Insofar as the Operator makes available know-how, irrespective of whether it is protected and/or unprotected, the Operator shall remain the holder of all rights. The User is merely granted a utilisation right in accordance with this CCU.

- 4) Material, documents and data that are made available to the User, irrespective in whichever form, shall remain the Operator's property including following hand over to the User. They are only surrendered to the User for the term of this contract and are therefore to be returned without delay and in full following the end of the contract.
- 5) 5) SmartScaff-FFC<sup>2</sup>-Services contains content that may be protected by third-party rights. The rights to the scaffolding systems and FFC<sup>2</sup>-compatible digital twins provided in SmartScaff-FFC<sup>2</sup>-Services are held by the respective rights holder of the digital twin. The restrictions on use apply in particular to this content. Unless otherwise stated, all trademarks in SmartScaff-FFC<sup>2</sup>-Services are protected by trademark law, with the legal consequences of unauthorised use.
- 6) In the event of culpable infringement of rights by the User, in particular copyright and/or commercial property rights infringements, the User shall render the Operator exempt from any claims, in particular third party claims for damages. This also includes the cost of an appropriate legal defence. In other respects, the User undertakes as part of the statutory requirements to compensate the Operator for damage sustained by the Operator.
- 7) Insofar as third parties bring legal action against the Operator regarding rights infringements, the User undertakes to comprehensively support the Operator in its defence against the claims, in particular by way of presenting the required documents and furnishing the required information without delay.

### Section 8 Confidentiality obligation

- 1) The parties undertake to treat as confidential all confidential information of which they become aware during the performance of this contract and to use it only for contractually agreed purposes. Confidential information within the meaning of this provision is information, documents, details and data that are designated as such or are to be regarded as confidential by their nature. The Licensor undertakes to grant access to confidential information of the Licensee only to those employees and partners who are entrusted with the provision of services under this Agreement. Both parties are obliged to have their employees sign a corresponding declaration of commitment at the request of the other party and to present it to the other party. The parties shall not file any applications for industrial property rights for confidential information of the other party.
- 2) If confidential information as defined above is requested by a public authority, the party in question must be informed immediately and before the information is released to the public authority.
- 3) The rights and obligations under (1) and (2) shall not be affected by the termination of this Agreement. Both parties are obliged to return confidential information to the other party upon termination of this contract or to destroy it at the other party's choice if it has not been properly utilised.

### Section 9 Data protection

- 1) Both parties shall comply with the applicable data protection regulations and shall oblige their employees deployed in connection with the CCU to maintain data secrecy, unless they are already generally obliged to do so.
- 2) If and insofar as the Provider has access to personal data of the User in the context of the provision of the service, the parties shall conclude a corresponding order processing contract (Art. 28 para. 3 GDPR) before the start of processing. In this case, the Provider shall process the corresponding personal data solely in accordance with the provisions set out therein and in accordance with the instructions of the customer.
- 3) The SmartScaff-FFC<sup>2</sup>-Services are operated via an external server in Germany, the EU or the EEA. Data are encrypted when transmitted. The Operator only collects personal data if you make such data available in the capacity of User. Personal data shall be stored and used in line with the German data protection provisions for the term of the contract for the purpose of data administration, establishing and rendering the services and to process Users' questions. The User hereby states that it has been informed within the meaning of the German Federal Data Protection Act that its personal data shall be saved, processed and used in conjunction with the contractual relationship. The User hereby **consents** to this.
- 4) Forwarding the data to third parties, e.g. programmers, scaffolding manufacturers or other Rights Holders and insurers, may be necessary to render the services. Forwarding data to the Rights Holders of the scaffolding systems is, in particular, necessary to obtain the release. However, such data shall only be



saved or forwarded to an extent required to execute, honour or process the contract and administer data. Forwarding to third parties shall also be taken into consideration for the purpose, and the duration, of a credit check or to prevent default in payment. The User **consents** to this.

- 5) 5) It is possible to request information about the data stored by the operator at any time. You also have the right to have your stored personal data corrected, deleted or blocked. Consent to the use of personal data beyond the inventory, usage and billing data can be revoked at any time with effect for the future.
- 6) If the User collects, processes personal data, or via the Operator, the User is to ensure that it is authorised in that respect in accordance with the applicable, in particular data protection law, provisions and in the event of violation shall render the Operator exempt from third-party claims.

#### Section 10 Compatibility

- 1) Compatibility of the SmartScaff-FFC<sup>2</sup>-Services with the User's terminal cannot be guaranteed.
- 2) Compatibility problems may have a temporary or permanent detrimental effect on the functionality of the terminal or even prevent the terminal from functioning properly. Furthermore, the consequences can include data loss and detrimental effects on software.
- 3) The User acknowledges that the Operator is not liable for data loss, detrimental effects or damage of any kind that are caused by compatibility problems.
- 4) The permissibility of downloading the SmartScaff-FFC<sup>2</sup>-Services as part of these terms and conditions of use is similarly incumbent upon the User's area of responsibility. The Operator is, insofar, not liable. This applies, in particular, to potential damage or costs.

#### Section 11 Guarantee, liability

- 1) The Operator shall endeavour to extend and up-date its service range. However, liability cannot be assumed for the complete nature, accuracy and recent up-to-date nature as part of the non-chargeable functionalities. Constant and interrupted availability of SmartScaff-FFC<sup>2</sup>-Services cannot be guaranteed. Similarly, no liability is assumed for the scaffolding systems of the manufacturers/rights holders or the digital twins based on them.
- 2) Liability for potential security vulnerabilities in the used operating systems or software products is not assumed.
- 3) The Operator is not liable for potential remuneration for the internet connection. The Operator does not guarantee that interactive processes will reach the User correctly or that the dialling procedure via the internet is guaranteed at all times. The same applies to a certain transmission speed.
- 4) The Operator does not assume any liability for data security outside its sphere of influence.
- 5) The subject matter of the services is merely the use of the functionalities of the software of SmartScaff-FFC<sup>2</sup>-Services as made available by the Operator. The Operator has no option whatsoever of reviewing the data made available by the respective manufacturers. Therefore, the Operator does not assume any liability for errors that are based on the manufacturer's data. The same applies to entry errors by the Applicants. The Operator does not assume any liability whatsoever for errors on the part of the Applicants in respect of the configuration, set-up or application of scaffolding systems.
- 6) The Operator shall only be liable for defects in the technical capability of rendering the services of SmartScaff-FFC<sup>2</sup>-Services insofar as it was aware of such defects upon entering into the contract granting the right of use or if the Operator remained unaware of these as a result of gross negligence. Potential no-fault liability on the part of the Operator for claims for damages for defects that existed at the time of entering into the contract (Section 536a BGB) is excluded.
- 7) The Operator is, in particular, not liable for the commercial capability of evaluating the services of the SmartScaff-FFC<sup>2</sup>-Services.
- 8) In other respects, the Operator's liability, irrespective on whichever grounds, is excluded in accordance with this regulation. Claims resulting from the loss of life, physical injury or detrimental effects on health shall be excluded if the Operator is responsible for violating an obligation or claims regarding other damage attributable to intent or gross negligent violation of an obligation on the part of the Operator shall be excluded. Furthermore, in the case of basic negligence the Operator shall only be liable for

damage resulting from the violation of a key contractual obligation (obligation whose fulfilment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely, cardinal obligation). In the event of simple negligence, there is no liability for indirect or unforeseeable damage and consequential damage (in particular purely economic loss, loss of profit, reduction in goodwill).

- 9) Insofar as the operator is liable for damages in accordance with the above, this liability is limited to compensation for foreseeable, typically occurring damages. Indirect damage and consequential damage resulting from defects are also only eligible for compensation if such damage is typically to be expected when the service is used as intended.
- 10) In the event of liability for simple negligence, the Operator's obligation to pay compensation for material damage and resulting further financial losses shall be limited to an amount of 100% of the remuneration agreed upon conclusion of the contract for the service concerned. There is no obligation to pay compensation for free services.
- 11) Ansprüche nach dem Produkthaftungsgesetz bleiben unberührt.
- 12) The above limitations on liability apply to the same extent in favour of our executive bodies, legal representatives, white-collar workers and other vicarious agents.
- 13) Guarantees are not provided.
- 14) Insofar as the Operator furnishes technical information or renders consulting services, and such information or consulting are not part of the scope of services to be provided by the Operator as per agreement, such services shall be rendered by way of exclusion of any kind of liability.

#### **Section 12 Term of contract, end of contract, deleting the account**

- 1) The authorisation of use is valid for a period of 12 months from the conclusion of the contract. The contract is extended by a period of 12 months unless it is cancelled by one of the parties with a notice period of 4 weeks to the end of the contract term. Text form is sufficient in this respect.
- 2) The user can request the cancellation of its account at any time. This is deemed to be a cancellation at the end of the contract term and leads to the termination of the user authorisation with the deletion of the account. A licence fee is owed until the end of the contract term.
- 3) The Operator shall delete the account insofar as the User has not used the account for a period of 3 years.
- 4) The authorisation for use of functionalities in relation to a certain scaffolding system in the SmartScaff-FFC<sup>2</sup>-Services ends with the withdrawal of the release by the manufacturer. Reference is made to Section 2, Section 3 and Section 4 of these CCU.
- 5) Furthermore, SmartScaff-FFC<sup>2</sup>-Services may be discontinued by the Operator at any time. An individual notice shall not be provided. However, the discontinuation shall be announced on the website [www.smartscaff.de](http://www.smartscaff.de).
- 6) In the event of violation of statutory requirements or these CCU, the User may be blocked temporarily or permanently from using the service. This applies in particular in the event of payment arrears. The authorisation for use shall then automatically end without notification. Permanent exclusion from use is, among other things, possible in the case of violation of Sections 3, 5, 7 and 8 of these terms and conditions of contract for use. The licence fees must be paid further.
- 7) In the event of termination, discontinuation of services or termination in another form, the User shall not be entitled to continue using SmartScaff-FFC<sup>2</sup>-Services. Downloads are to be de-installed.
- 8) Sections 7 and 8 of these CCU shall continue to apply following the end of the contract.

#### **Section 13 Contract language**

- 1) German is deemed the contract language. Insofar as duplicates of the contract, the terms and conditions of contract for use or other agreements and terms and conditions of contract are drawn up in other languages, these shall be deemed exclusively to constitute translations that do not acquire the quality of a contract. In the event of variations between a translation and the German text, solely the latter shall be authoritative.



- 2) Written correspondence as part of executing the contract may be conducted in German or English. Notices in other languages are irrelevant.

**Section 14 Choice of law, place of performance, place of jurisdiction**

- 1) The law of the Federal Republic of Germany applies to this authorisation for use, these CCU and all legal relations between the Operator and the User excluding the UN Convention on Contracts for the International Sale of Goods and international private law.
- 2) The registered office of the User is deemed the place of performance. It is currently Stuttgart, Germany.
- 3) If the user is a merchant within the meaning of the German Commercial Code, the exclusive - also international - place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the place of business of the operator, currently Stuttgart, Germany. However, the Operator is also entitled to take legal action at the User's place of jurisdiction.

**Section 15 Contractual amendments, written form, safeguarding clause**

- 1) Supplementary information regarding and amendments to the agreements that have been entered into shall be subject to the written form in order to be deemed valid provided these CCU do not specify anything to the contrary. This also applies to the written form requirement. Text form (e.g. e-mail) is deemed sufficient for honouring the written form requirement provided this is expressly determined in the contract or in these CCU.
- 2) With the exception of managing directors or authorized signatories, the Operator's employees are not entitled to enter into agreements to the contrary of these CCU.
- 3) In the event that individual provisions of the contract, including these terms and conditions of business, are or become entirely or partially invalid, this shall not affect the validity of the other provisions. An invalid provision shall be replaced by a provision that comes as close as possible to achieving the commercial success intended via the invalid provision. The same applies to omissions.