Terms of Use
for PERI Applications

of

PERI SE

Rudolf-Diesel-Straße 19, 89264 Weißenhorn, Germany

Contents

Scope of these terms of use for PERI Applications

(1) **General.** These terms of use for PERI Applications ("**Terms of Use**") govern the use of the software, apps and tools provided by the PERI SE ("**Applications**"), on the websites of PERI SE, Rudolf-Diesel-Straße 19, 89264 Weißenhorn, Germany ("**PERI**", "**we**" or "**us**"), in particular on www.peri.com, including all language versions and national websites of PERI SE and including access to the Applications and access to the myPERI Portal at www.my.peri.com ("**Portal**"). They also apply to the use of Applications that PERI SE makes available for download in download stores such as Apple AppStore or Google PlayStore for you as a User ("**User**" or "**you**"). PERI and the User are each referred to in these terms of use as a "**Party**" and jointly as the "**Parties**". These Terms of Use shall also apply if the User accesses the Applications and/or the Portal via a redirection from an external website or via hyperlink from an external source. However, these Terms of Use shall only apply to the extent PERI hast not agreed otherwise with the User, for example in an order form confirmed by us.

(2) **Third-party applications.** Furthermore, under certain circumstances, PERI enables the User to access third-party applications via the PERI websites and/or by using the Portal. PERI is not a contractual partner of the User for the provision of third-party applications. PERI merely provides the User with the opportunity to enter into a contractual relationship with the third-party provider for the use of the third-party application. The User has no claim to the procurement or conclusion of contracts with third parties. PERI is not authorised to accept legal declarations (*Willenserklärungen*) that are to be made to the third-party provider. PERI recommends that the User carefully read and retain the contractual terms and conditions of the third-party provider. For the use of the application of the third-party provider, the contractual terms and conditions of the respective third-party provider apply. Therefore, Users have claims for the use of or in connection with the use of the third-party provider's applications exclusively against the third-party provider. These Terms of Use do not apply to the use of third-party applications.

(3) **Third-party download stores.** If the User downloads the Applications from a third-party store, such as Apple AppStore or Google PlayStore, that store may additionally require the User to accept the Store's terms and conditions or other contractual terms and conditions. PERI is not authorised to accept legal declarations to be made to the store. PERI recommends that the User carefully read and retain the contractual terms and conditions of the store. These Terms of Use do not apply to the download process from a third-party store.

(4) **Priority of these Terms of Use.** These Terms of Use apply exclusively to all Applications and the Portal as well as to all addenda and changes to the Applications and/or the Portal, unless PERI has agreed otherwise with the User. Any conflicting, deviating or addendum to the User's terms and conditions will not become part of the contract, even if PERI is aware of them, unless their validity is expressly agreed to in writing. Insofar as the User objects to these Terms of Use with reference to his own terms and conditions, the User's own terms and conditions are hereby expressly objected to.

(5) **No guarantees.** Representations in these Terms of Use, technical information, User instructions, product and project descriptions are not guarantees. The granting of a guarantee requires the express written confirmation of PERI.

(6) **Structure.** Certain Applications that we make available to you are free of charge or include a free trial period before the Application becomes chargeable. We make our chargeable Applications available for use only against payment. PERI provides the Applications and the Portal for cloud-based operation as so-called Software-as-a-Service, unless expressly described otherwise in Appendix 2 (e.g. provision via download for local operation on the User's terminal device as On-Premise Software). Our Terms of Use therefore have the following structure:

- The provisions in Part A – General Terms of Use apply to all Users who use the Applications and/or the Portal.

- For Users who use the Applications and/or the Portal exclusively free of charge, the provisions in Part B – Special Terms of Use Basic Services apply in addition to Part A – General Terms of Use.

- For Users who use the Applications and/or the Portal in a manner that is not exclusively free of charge, the provisions in Part C – Special Terms of Use Premium Services apply in addition to Part A – General Terms of Use.

- For Users who use On-Premise Software – whether for a fee or free of charge – the provisions in Part D – Special Terms of Use On-Premise Software apply in addition to Part A – General Terms of Use.

- "**Terms of Use**" means all terms set forth in Part A – General Terms of Use and, if applicable, Part B – Special Terms of Use Basic Services or Part C – Special Terms of Use Premium Services or Part D – Special Terms of Use On-Premise Software.

- References to any provision of these Terms of Use shall refer to the relevant clause of Part A, B, C or D of the Terms of Use in which the reference is contained, unless expressly stated otherwise.

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	Part A – General Terms of Use	Part B – Special Terms of Use Basic Services	Part C – Special Terms of Use Premium Services	Part D – Special Terms of Use On-Premise Software	Appendix 1 – Service description	Appendix 2 – Description of the Applications and the Portal	Appendix 3 – Acceptable Use Policy for Administrators and Invited Users
Free use of Applications	✓	✓	✗	✗	✓	✓	✗
Chargeable[1] use of Applications	✓	✗	✓	✗	✓	✓	✓, if access for several end users is granted in accordance with the contract[2]
Free use of the Portal	✓	✓	✗	✗	✓	✓	✗
Chargeable[3] use of the Portal	✓	✗	✓	✗	✓	✓	✓, if access for several end users is granted in accordance with the contract[4]
Use of On-Premise Software[5]	✓	✗	✗	✓	✓	✓	✗

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[1] Includes all Applications and the Portal, which are not only free of charge. In particular, these are also free trial periods if full access to the Application/Portal in question is subject to a fee, and Applications that contain InApp functions that are subject to a fee, even if these Applications are otherwise free of charge.

[2] "Invited User" according to Part C – Special Terms of Use Premium Services, Clause 4.1.2.

[3] Includes all Applications and the Portal, which are not only free of charge. In particular, these are also free trial periods if full access to the Application/Portal in question is subject to a fee, and Applications that contain InApp functions that are subject to a fee, even if these Applications are otherwise free of charge.

[4] "Invited User" according to Part C – Special Terms of Use Premium Services, Clause 4.1.2.

[5] According to Appendix 2.

Part A – General Terms of Use

1   Scope

The provisions in Part A – General Terms of Use apply to all Users who use the Applications, On-Premise Software and/or the Portal.

2   Conclusion of contract

2.1   By completing the order process for the Basic Services by completing and submitting the order and accepting these Terms of Use by the User and activating the account or access data by PERI, PERI concludes a contract with the User for the free use of the Basic Services ordered by the User ("**Basic User Relationship**"). By completing the order process for the Premium Services by completing and submitting the order and accepting these Terms of Use by the User and activating the account or access data by PERI, PERI concludes a contract with the User for the use against payment of the Premium Services ordered by the User ("**Premium User Relationship**"). By completing the order process for the On-Premise software by completing and submitting the order and accepting these Terms of use by the User and activating the account or access data by PERI, PERI concludes a contract with the User for the use of the On-Premise software ordered by the User – in accordance with the agreement in the context of the order – either against payment or free of charge ("**On Premise Contract**").

2.2   If the ordering process takes place by email or in writing, the order form completed and signed by the User represents a binding offer by the User for the services specified in the order form in accordance with these Terms of Use; in this case, the contract for the Basic Usage Relationship or the Premium Usage Relationship is concluded when PERI sends the user name and access data to the email address of the User specified in the order form.

2.3   The Basic or Premium User Relationship or the On-Premise contract is personal and non-transferable.

2.4   The services are not aimed at consumers within the meaning of section 13 of the German Civil Code (*Bürgerliches Gesetzbuch* – "**BGB**")

2.5   If the User is a legal entity, the acting persons assure that they have sufficient authority to represent the respective legal entity.

3   Services from PERI

Within the framework of the Basic User Relationship, PERI provides the agreed Basic Services ("Basic Services") described in more detail in Appendices 1 and 2, within the framework of the Premium User Relationship the agreed Premium Services ("Premium Services") described in more detail in Appendices 1 and 2 and within the framework of the On-Premise Contract the On-Premise software services described in more detail in Appendix 2 ("On-Premise Software Services"). The Basic Services, Premium Services and On-Premise Software Services are collectively referred to as "Services". Future versions of the services may include additional functionalities.

4   Intellectual property, rights and know-how

Subject to the rights granted under these Terms of Use, PERI reserves all rights and legal claims to the Services, Applications and the Portal as well as the associated intellectual property and know-how. The User recognises that they do not own or acquire any rights other than those expressly granted under these Terms of Use.

5   Use of subcontractors by PERI

PERI is authorised to use qualified subcontractors to perform the Services.

6   Duties of the User

6.1   The User assures that the User Content does not violate any intellectual property rights of third parties such as copyrights, trademark rights, rights to a name or otherwise protected rights.

6.2   The User is not authorised to enter or load harmful content such as viruses, Trojans and malware into the Applications and/or the Portal.

6.3   The User is obliged to refrain from any attempt, either himself or through unauthorised third parties, to retrieve information or data without authorisation, to intervene or allow unauthorised intervention in PERI programs, to penetrate or allow unauthorised intervention in PERI data networks, to use the Applications and/or the Portal in violation of the law, to investigate, exploit or test weak points in the Applications and/or the Portal, a PERI system or network or to violate PERI security or authentication mechanisms. PERI may monitor or check the use of the Applications and/or the Portal and Services by the User in order to control whether the User uses the Applications, Portal and Services in accordance with the contract.

6.4   If PERI requests the User to set up a user account in order to use the Services, the User is obliged to set up such a user account as instructed by PERI.

6.5   The User is expressly prohibited from forwarding access data to third parties and/or allowing third parties to use their personal access data.

6.6   In accordance with these Terms of Use, the User shall back up his User Content and the content and work results created in accordance with the contract in a permissible manner, regularly and in accordance with the risk, and shall create his own backup copies in order to ensure the reconstruction of the data and information in the event of loss.

7   Communication with Users

7.1   Within the framework of the Applications and the Portal and the provision of Services by

PERI, it may be necessary for PERI to communicate with the User from time to time (e.g. to send e-mails). The User agrees to this communication.

7.2 This Clause 7 does not constitute any obligation on the part of PERI to provide certain communication tools within the framework of the Applications and/or the Portal.

8 Responsibility of the User with regard to external factors

8.1 The User is solely responsible for any unavailability or lack of usability, as well as for any other malfunction of the Applications, the Portal and/or the Services due to the defectiveness or incompatibility of software or hardware used by the User to use the Applications, the Portal and/or the Services, as well as for malfunctions due to lack of availability or the functioning of the Internet access used by the User.

8.2 In addition, the User is responsible for the services of third parties which the User uses to use the Applications, the Portal and/or the Services, in particular with regard to terminal equipment, software programmes, transmission paths or telecommunication services, as well as any disruptions caused by such third-party services.

9 Granting of rights to User Content

9.1 The User grants PERI for the duration of the Basic User Relationship, if applicable, or the Premium User Relationship, if applicable, the non-exclusive, royalty-free and sub-licensable right to use its User Content, which is necessary for PERI to provide Services to the User. This includes, among other things, the right to store such User Content, to edit it and to change its sequence, to convert it technically, to convert it into another format. PERI hereby accepts this granting of rights.

9.2 The User warrants that it is authorised to grant these rights to PERI.

10 Consequences if the User violates these terms and conditions of use

PERI expressly reserves the right to reject, block or, if necessary, delete User Content with immediate effect without stating reasons, in particular to terminate without notice User Content of Users that comes to PERI's attention that violates these Terms of Use as well as the respective Basic User Relationship, if applicable.

11 Support

The User can send questions about Services and Applications as well as about the Portal and its use to apps-tools.service@peri.de.

12 Data protection

12.1 Users can find information on the processing of their personal data in the Privacy Policy for Users www.peri.com/datenschutz.html.

12.2 Notwithstanding the above clause 12.1 of this Part A – General Terms of Use, to such Corporate Customers (as defined in Clause 1.2 of

Part C – Special Terms of Use Premium Services) shall apply: The Corporate Customer is solely responsible and liable for processing the personal data of Invited Users. This also includes the information of Invited Users in accordance with Articles 13 and 14 GDPR.

13 Confidentiality

13.1 The Parties are aware that they have access to certain confidential information of the other Party during the term of the Premium Services. "Confidential Information" means any information that (i) one Party has disclosed to the other, (ii) is not generally known or publicly available, (iii) relates to the activities of one Party, and (iv) has either been designated as confidential or should reasonably be considered confidential given the circumstances in which it is disclosed.

13.2 Each Party agrees to (i) use the Confidential Information disclosed by the other Party only to the extent permitted in these Terms of Use, (ii) keep the Confidential Information obtained by the other Party strictly confidential from knowledge and use by third parties, (iii) restrict access to the Confidential Information disclosed by the other Party to those of its Employees, representatives and/or any advisors who must have knowledge of such information and who have been bound in writing to keep such information confidential, and (iv) to surrender or destroy all Confidential Information disclosed by the other Party which is in its possession at the time of termination or expiry of the Premium User Agreement. The contractual confidentiality obligations shall continue to apply for two (2) years after termination of the Premium User Relationship.

13.3 The provisions of the Clauses 13.1 and 13.2 of this Part A – General Terms of Use shall not apply to Confidential Information which (i) is freely available or generally known at the time of disclosure, (ii) is freely available or generally known at no fault of the Recipient, or (iii) was lawfully transmitted to the recipient by persons who were not bound by confidentiality obligations in this respect, (iv) is already in the possession of the recipient at the time of disclosure without any confidentiality obligations being attached to it, (v) was developed independently by the recipient, or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the aforementioned, either Party may disclose Confidential Information to the extent necessary (i) to comply with a judicial or governmental order or otherwise to conform to the requirements of any mandatory statutory provisions, or (ii) to have a Party's rights under this contract determined by a court of law, including any petitions necessary to do so.

14 Other

14.1 **Minor amendments to the Terms of Use.** PERI has the right to change insignificant pro-

visions of the Terms of Use at any time, provided that such changes do not lead to a reorganisation of the user relationship as a whole. PERI will notify the User of the changes/additions in text form (in writing or electronically) at least 6 weeks before they take effect. If the User does not agree with the respective changes or addenda, he may object to the changes/additions with a deadline of at least one (1) week at the time of the intended coming into effect of the changes or addenda. The objection requires at least the text form. If the User does not object to the amended provisions within the aforementioned deadline, the amendments or addenda shall be deemed accepted. When notifying the User of intended changes and/or addenda, PERI will draw the User's attention to the possibility of objection and the significance of the aforementioned deadline.

14.2 **Waivers.** Waivers with regard to the Basic User Relationship, the Premium User Relationship and these Terms of Use are only effective and binding if they are made in writing and duly signed by the waiving Party of the user relationship. Any waiver shall only constitute a waiver with respect to the specific matter governed thereby and shall in no way affect the rights of the waiving Party to the user relationship in any other respect or at any other time. Any delay or omission by any Party to the user relationship in exercising any right under these Terms of Use shall not be deemed a waiver of that right.

14.3 **Assignment of rights.** Without the prior, express written consent of PERI, the User is not authorised to assign its rights from the user relationship or to delegate its obligations from the user relationship; in the absence of such consent, any attempted assignment or delegation is void and ineffective. PERI may sell and assign all its rights arising from the user relationship to third parties. By concluding these Terms of Use, the User authorises PERI to disclose to third parties the information and documents required for the sale and assignment of such rights.

14.4 **No contract for the benefit of third parties.** The Parties to the user relationship recognise that, unless expressly provided otherwise in these Terms of Use, the provisions of the Terms of Use are for the exclusive benefit of the Parties to the user relationship. These Terms of Use do not imply, expressly or implicitly, the right of any third party, whether natural or legal persons, to enforce any provision of these Terms of Use.

14.5 **Applicable law**. The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The statutory provisions restricting the choice of law and the applicability of mandatory provisions, in particular those of the state in which the User, as a consumer, has his habitual residence, remain unaffected.

14.6 **Place of jurisdiction**. The place of jurisdiction for all disputes arising from the User Relationship, regardless of their nature, is the headquarters of PERI SE, Rudolph-Diesel-Strasse 19, 89264 Weissenhorn, Germany. PERI is also authorised to file suit at the User's legal place of jurisdiction.

14.7 **Continued applicability clause.** Should one or more provisions of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In such a case, PERI and the User undertake to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the economic intention. The same applies to the filling of contractual gaps.

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Part B – Special Terms of Use Basic Services

1 Scope

The provisions in Part B – Special Terms of Use Basic Services apply in addition to the provisions in Part A – General Terms of Use to all Users who use the Applications free of charge. This includes the use of Applications that PERI makes available to the User free of charge in accordance with the information on the respective PERI website on which PERI provides the Application, including any agreed free test phase for free Applications.

2 User rights of use

2.1 PERI grants the User the worldwide, royalty-free, non-exclusive, non-sublicensable right to use the ordered Basic Services and the Contents and functions made available therein for the duration of the Basic User Relationship for the User's own purposes described in Appendix 2.

2.2 For file exports according to the contract in accordance with Clause 2.3, this right of use is valid for an unlimited period of time.

2.3 The User also has the right, if interfaces are provided to the User for this purpose in the Application or Portal, to export Content and/or work results using these interfaces exclusively. In particular, however, the User is not permitted to sell, rent, lend, license to third parties or otherwise distribute, reproduce, copy, make publicly accessible, edit or translate, reverse engineer or otherwise modify the Applications, the Portal or Content therein in whole or in part. Any further use of the Applications, the Portal and the Contents made available therein is not permitted, unless expressly agreed in these Terms of Use or required by mandatory legal provisions.

2.4 Insofar as PERI enables the User to access data of the Applications, the Portal or the content entered or uploaded by the User in the Portal or Applications ("**User Content**"), PERI remains authorised to make changes to the structure of the User Content, data or data format at any time.

2.5 Insofar as PERI provides new versions, updates or upgrades or commissioned further developments of the Applications and/or the Portal within the framework of the Basic Services during the term of the Basic User Relationship, the above right of use applies to these in the same way.

3 Quality standard and rights of the User for defects

3.1 PERI provides the Basic Services with reasonable care and expertise and in accordance with customary industry standards and endeavours to make the Basic Services available to the User around the clock. However, PERI does not guarantee that the Basic Services are free from any errors and/or work without any interruptions. In particular, for Basic Services provided as Software-as-a-Service, as for all Services provided via the Internet, availability at all times cannot be guaranteed.

3.2 Furthermore, in particular if the security of network operation or the maintenance of network integrity is jeopardised, access to the Basic Services may be temporarily restricted in whole or in part. In particular, PERI reserves the right to temporarily disable the Basic Services for maintenance and organisational purposes, whereby PERI will announce such maintenance work with a reasonable prior notice in the Applications or the Portal or by means of individual notifications (e.g. push messages). This notice period shall not be observed if maintenance work is required at short notice for urgent reasons or in connection with updates and patches, modifications or other software used as part of the Basic Services, which may lead to brief interruptions in the operation of the Basic Services.

3.3 The data and calculations provided as part of the Basic Services are compiled to the best of our knowledge and with the necessary care on the basis of existing sources. Only the customary duty of care is agreed as a standard of care with regard to the factual correctness of information and data which the User himself/herself has ascertained and created within the framework of the Premium Services.

3.4 The provisions in this Clause 3 do not restrict the User's rights due to any fraudulently concealed defects.

4 Limitation of liability

4.1 The liability of PERI and its vicarious agents *(Erfüllungsgehilfen)* for damages due to negligence, for whatever legal reason, is excluded. This means that the liability of PERI and its vicarious agents for gross negligence, regardless of the legal grounds, is expressly excluded.

4.2 The aforementioned limitations of liability shall not apply in cases of mandatory statutory liability (in particular under the Product Liability Act), in cases of intent or in cases of culpably caused bodily injury. Furthermore, they shall not apply if and insofar as PERI has assumed a guarantee.

4.3 Clauses 4.1 and 4.2 apply accordingly to the liability of PERI and its vicarious agents for futile expenditure *(vergebliche Aufwendungen)*.

4.4 The User is obliged to take appropriate measures to prevent and reduce damage.

5 Term of the Basic User Relationship and termination

5.1 **Contractual term.** The Basic User Relationship begins upon conclusion of the contract and ends on the date on which all Basic Services and any trial period have expired or been terminated ("**Term of the Basic User Rela-**

tionship"). The account will be deactivated after termination of the Basic User Relationship. PERI stores the User Content and material lists created by the User and other work results created by the User through the contractual use of the Basic Services until the end of the Basic User Relationship. The User is responsible for making backup copies of this User Content and/or other work results to the extent permitted by these terms and conditions of use before termination of the Basic User Relationship.

5.2 **Term of Basic Services.** The Basic Services have an unlimited term, beginning with the term of the Basic Usage Relationship, unless otherwise agreed in the ordering process ("**Term of Basic Services**"). The Term of Basic Services can be terminated by PERI and the User at any time without giving reasons, unless otherwise agreed in the ordering process. The termination must be made in text form. If PERI provides the User with an account deletion function in his account, the User can also terminate the contract by activating

this account deletion function instead of making a declaration in text form.

5.3 **Term of Trial Periods.** The free trial period of one or more Basic Services has a term of two weeks, beginning with the term of the Basic User Relationship, unless otherwise agreed in the ordering process ("**Term of the Trial Period**"). The Term of the Trial Period can be terminated by PERI and by the User at any time in text form without giving reasons. At the end of the agreed trial period, the access to the Application and/or the Portal assigned to the User will be deactivated and any individual settings will be deleted. If, after the end of the trial period, the User concludes a user relationship for full access to the Basic Services, the term of which immediately follows the Term of the Trial Period, the User may, during the Term of the subsequent Basic User Relationship, continue to use any settings and work results made during the trial period.

5.4 The right to termination for cause (*außerordentliche Kündigung*) by PERI and by the User remains unaffected.

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Part C – Special Terms of Use Premium Services

1   Scope

1.1   **General**. The provisions in Part C – Special Terms of Use Premium Services apply in addition to the provisions in Part A – General Terms of Use to all Users who use the Applications and/or the Portal not exclusively free of charge. This includes the use of Applications and the Portal, insofar as PERI does not exclusively make these available to the User free of charge according to the information on the respective PERI website on which PERI provides the Application, including any agreed free trial period.

1.2   **Corporate Customers.** PERI shall provide Corporate Customers with Premium Services only against payment (with regard to provisions that are specifically applicable to these Users, also referred to as "**Corporate Customer**"), as described under Clause 4 in more detail.

2   User rights of use

2.1   For the duration of the Premium User Relationship, PERI grants the User the worldwide, remunerated, non-exclusive right, which can be sublicensed to Invited Users to the extent of the package size ordered in each case, to use the ordered Premium Services and the Content and functions made available therein for their own purposes as described in Appendix 2.

2.2   In the case of an agreed free trial period, notwithstanding Clause 2.1, for the agreed duration of the trial period PERI grants the User the worldwide, royalty-free, non-exclusive right, which can be sublicensed to Invited Users to the extent of the package size ordered in each case, to use the ordered Premium Services and the Content and functions made available therein for the own purposes described in Appendix 2, so that the User can determine whether he wishes to conclude an agreement on full access to the Applications and/or the Portal.

2.3   For file exports according to the contract in accordance with Clause 2.4, this right of use is valid for an unlimited period of time.

2.4   This also includes the right, if the User is provided with interfaces for this purpose in the Application or Portal, to export Content and/or work results using these interfaces exclusively. In particular, however, the User is not permitted to sell, rent, lend, license to third parties or otherwise distribute, reproduce, copy, make publicly accessible, edit or translate, reverse engineer or otherwise modify the Applications, the Portal or Content therein in whole or in part. Any further use of the Applications, the Portal and the Contents made available thereon is not permitted, unless expressly agreed in these Terms of Use or required by mandatory legal provisions.

2.5   Insofar as PERI enables the User to access data of the Applications, the Portal or the content entered or uploaded by the User as a User into the Applications or the Portal ("**User Content**"), PERI remains authorised to make changes to the structure of the User Content, data or the data format at any time.

2.6   Insofar as PERI provides new versions, updates or upgrades or commissioned further developments of the Applications and/or the Portal within the framework of the Basic Services during the Term of the Premium User Relationship, the above right of use applies to these in the same way.

3   Remuneration, invoicing and payment

3.1   The User is obliged to pay the fees agreed in the framework of the agreement for the Premium Services in Euro or in the different currency specified in the order annually in advance in accordance with Clause 3.4.

3.2   The use of the Application and/or the Portal is free of charge for the User – for clarification: including Corporate Customers – in relation to PERI during an agreed Term of the Trial Period.

3.3   Unless otherwise expressly agreed in the respective order, the following applies: PERI will invoice the fees owed by the User in accordance with Clause 3.1 in connection with the respective order annually during the Term of the Premium User Relationship. Invoicing takes place in advance for the following year at the end of each calendar year; if the Term of the Premium User Relationship begins during the course of the year, invoicing for the current calendar year takes place for the first time with the invoice date of the first day of the Term of the Premium User Relationship. The User accepts an electronic invoice. Service credits will be deducted from the invoice as agreed in Appendix 1.

3.4   Unless otherwise expressly agreed in the respective order, the following applies: Each invoice amount is due 30 calendar days after the invoice date.

3.5   All fees are exclusive of VAT and any other applicable tax, the payment of which is the sole responsibility of the User.

3.6   The User shall be in default of payment if he does not pay the invoice amount within 30 calendar days of the invoice date. The interest during time of default (*Verzugszinsen*) is 8% percentage points above the base rate of interest per year from the due date.

3.7   If the User objects to an invoice or any other amount due in accordance with the usage relationship, he shall notify PERI of this at least in text form within 30 calendar days of receipt of the invoice, stating the exact reasons for the objection ("**Objected Invoice**"). With the exception of the Objected Invoice, all invoices and amounts due shall be deemed recognised

and payable without deduction. PERI will not assert the rights under Clause 3.6 with regard to charges that are the subject of a justified objection by the User.

4 Special obligations of Corporate Customers

4.1 As part of the ordering process, PERI is authorised to request the Corporate Customer to appoint an administrator to manage the Corporate Customer's access to the Premium Services. If an administrator was appointed during the ordering process, the following applies:

4.1.1 If the responsibility of the administrator changes at the Corporate Customer, the Corporate Customer is obliged to inform PERI of this immediately and at least in text form. PERI assigns a new personalised administrator access with new administrator rights for the new administrator and deletes or anonymises the no longer active personalised administrator access.

4.1.2 Within the framework of the functions provided by PERI in the Applications or on the Portal and within the scope of the agreed package size, the Corporate Customer can allow, for example through its administrator, its Employees or Employees of companies affiliated with the Corporate customers in accordance with sections 14, 15 Stock Corporation Act *(Aktiengesetz)* ("**Employees**") to access and use the functionalities of the Premium Services as an end user ("**Invited User**"); the Premium User Relationship of the Corporate Customer is exclusively in this respect a contract for the benefit of third parties within the meaning of section 328 BGB. Restrictions on the number of Invited Users may result from the order and package size.

4.1.3 The Corporate Customer ensures that only qualified Employees are invited who have the necessary knowledge to use the respective Application.

4.1.4 When using the Applications and the Portal, the Corporate Customer is obliged to comply with the obligations towards PERI in accordance with these Terms of Use by its own Invited Users and its own administrator and to impose the same obligations on them with regard to use as are agreed in these Terms of Use. For this purpose, PERI provides the Corporate Customer with an example of "Guidelines for Administrators and Invited Users", which are attached to these Terms of Use as Appendix 3. These Terms of Use for Invited Users are of a general nature only. They are not part of the Services owed by PERI and must be adapted by the Corporate Customers in individual cases. The Corporate Customer shall take all reasonable steps to ensure that Invited Users comply with these provisions.

4.1.5 The Corporate Customer recognises that it is responsible to PERI for fault on the part of the Invited Users and the administrator to the same extent as its own fault.

4.2 The Corporate Customer is responsible for all actions and omissions that are performed using its access protocols.

5 User's claims for defects

5.1 PERI endeavours to ensure the proper operation of the Premium Services at all times with appropriate care and expertise and in accordance with customary industry standards. However, PERI does not guarantee freedom from defects or uninterrupted availability and usability of the Premium Services. The Service Level Agreement in Appendix 1 describes the measurable standards of the Premium Services and the rights of the User in cases where these standards are not met. The rights according to the Service Level Agreement in Appendix 1 are the User's exclusive claims for defects defect. Other legal and contractual claims for defects are excluded. The provisions in this Clause 5.1 do not limit the User's rights to compensation for damages and for any fraudulently concealed defects. Clause 6 remains unaffected.

5.2 The data and calculations provided as part of the Premium Services are compiled to the best of our knowledge and with the necessary care on the basis of existing sources. Only the customary duty of care is agreed as a standard of care with regard to the factual correctness of information and data determined and created by the User within the framework of the Premium Services.

5.3 The Corporate Customer informs PERI of any change in their name or company name, their place of residence or business, their invoice address, their legal form or their bank details. This notification must be made immediately and at least in text form.

6 Limitation of liability

6.1 PERI's liability for damages due to slight and gross negligence, irrespective of the legal grounds, is limited as follows:

6.1.1 In the event of a breach of material obligations arising from the contractual relationship, PERI's liability is limited to the amount of foreseeable damage typical for the contract; and

6.1.2 PERI is not liable for slight negligence otherwise.

6.2 Essential duties from the obligation are such duties according to this Premium User Relationship, the fulfilment of which makes the proper implementation of this Premium User Relationship possible in the first place and on which the User may regularly rely.

6.3 PERI and the User agree that the normally foreseeable damages under Clause 6.1.1 are limited to the amounts that the User has paid to PERI or is obliged to pay to PERI in the 12 months before the claim arises.

6.4 Irrespective of the legal grounds, PERI is not liable for indirect economic losses, lost profits,

lost turnover or business, agreements or contracts not concluded, lost expected profits, lost use of or damage to software, data or information or the loss of or damage to goodwill or other consequential losses arising from or in connection with the Premium User Relationship.

6.5 Clauses 6.1 to 6.4 apply accordingly to the liability of PERI for futile expenditure (*vergebliche Aufwendungen*).

6.6 The limitations of liability in Clauses 6.1 to 6.5 shall not apply in cases of mandatory statutory liability (in particular under the Product Liability Act), in cases of malice, intent or culpably caused physical injury. Furthermore, they shall not apply if and insofar as PERI has assumed a guarantee.

6.7 The User is obliged to take reasonable measures to prevent and mitigate damage, for example by changing passwords when Invited Users change.

7 Term of the Premium User Relationship and termination

7.1 **Contractual term.** The Premium User Relationship begins with the conclusion of the contract and is effective until the date on which all Premium Services and any trial period have expired or been terminated ("**Term of the Premium User Relationship**"). After termination of the Premium User Relationship, the User's account, including all accounts of his Invited Users and his administrator, will be deactivated. PERI stores the User Content and material lists created by the User and other work results created by the User through the contractual use of the Premium Services until the termination of the Premium User Relationship. The User is responsible for making backup copies of this User Content and/or other work results to the extent permitted under these Terms of Use before termination of the Premium User Relationship.

7.2 **Term of Premium Services.** The Premium Services have an unlimited term, beginning with the Term of the Premium User Relationship, unless otherwise agreed in the order ("**Term of Premium Services**"). The Premium User Relationship can be terminated by PERI and the User at the end of a month without stating reasons with further notice of three (3)

months, unless otherwise agreed in the order ("**Notice Period of Premium Services**")

7.3 **Term of the Trial Periods.** The free trial period of one or more Premium Services shall have a term of six months, beginning with the Term of the Premium User Agreement, unless otherwise agreed in the order ("**Term of the Trial Period**"). The Term of the Trial Period can be terminated by PERI at any time in text form without giving reasons. At the end of the agreed trial period, the access to the Application and/or the Portal assigned to the User will be deactivated and any individual settings will be deleted. If, after the end of the trial period, the User concludes a user relationship for full access to the Premium Services, the term of which immediately follows the Term of the Trial Period, the User may, during the Term of the subsequent Premium User Relationship, continue to use any settings and work results made during the trial period.

7.4 The right to termination for cause (*außerordentliche Kündigung*) by PERI and by the User remains unaffected.

8 Exemption

8.1 If third parties assert claims against PERI due to a breach of the provisions in Clause 4 by the User and/or Clause 6 of Part A – General Terms of Use by the User and/or its Invited User, PERI will notify the User of these claims immediately.

8.2 The User shall indemnify PERI against all claims (including justified lawyers' fees) that third parties, including authorities, assert against PERI or against the User in this connection.

8.3 PERI cooperates with the User and leaves the defence or settlement of the claim to the User. In the event of claims by authorities, the User cooperates with PERI and, if necessary, leaves the defence or settlement of the claim to PERI.

8.4 If such a claim exists or if such a violation of rights appears possible, the User undertakes to immediately cease the violation of the respective contractual obligation, to take all necessary and reasonable actions to avoid further violations or other damages and to take measures to avoid similar violations in the future. If User Content is affected, this may involve taking certain User Content offline.

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Part D – Special Terms of Use On-Premise Software

1   Scope

The Provisions in Part D – Special Terms of Use On-Premise Software apply in addition to the provisions in Part A – General Terms of Use to all Users who use certain On-Premise Software. This includes the use of On-Premise software against payment and free of charge, insofar as PERI provides this to the User as a download or for On-Premise use, i.e. for local operation on the User's terminal device, in accordance with the information in Appendix 2 including any agreed trial period against payment or free of charge.

2   User rights of use

2.1   Unless otherwise agreed within the framework of the agreement, PERI grants the User the worldwide, perpetual, non-exclusive, sub-licensable – to the extent of the respective package size in accordance with clause 2.3 and the order – right to use the ordered On-Premise software, the Contents and functions made available therein and contractual file exports in accordance with clause 2.4 for the User's own purposes described in Appendix 2. Insofar as the On-Premise Software is not exclusively made available to the User free of charge (e.g. within the scope of a free trial period) in accordance with the respective order, this right of use is a right against payment and is granted to the User against and at the time of receipt of the agreed payment. If the On-Premise Software is expressly made available to the User free of charge (e.g. within the scope of a free trial period) in accordance with the respective order, this right of use is free of charge and is granted to the User at the time the contract is concluded.

2.2   In the case of an agreed free trial period, this right of use is limited to the agreed Term of the Trial Period and is granted to the User for the purpose of enabling the User to determine whether the User wishes to enter into an agreement on full access to the On-Premise Software for the User's own purposes described in Appendix 2

2.3   The User is authorised to install the On-Premise Software on one (1) computer or other terminal device as a single-User version and for one end user, unless otherwise expressly agreed in the order. The On-Premise software is installed and used when it is loaded into the main memory (RAM) or stored on a permanent memory (e.g. hard disk, CD-ROM, DVD, Bluray disc, USB stick, etc.) of the computer. Furthermore, the User is authorised to make one (1) copy of the On-Premise Software handed over to the User exclusively for his own use as a backup copy; this includes in particular the copying of the On-Premise Software handed over to the User to any storage medium (e.g. hard disk, CD-ROM, DVD, Bluray disc, USB stick, etc.).

2.4   This also includes the right, if interfaces for this purpose are provided to the User in the On-Premise software, to export Content and/or work results using these interfaces exclusively. In particular, however, the User is not permitted to sell, rent, lend, license to third parties or otherwise distribute, reproduce, copy, make publicly available, edit or translate, reverse engineer or otherwise modify the On-Premise software or the Content therein in whole or in part. Any further use of the Applications, the Portal and the Contents made available thereon is not permitted, unless expressly agreed in these Terms of Use or required by mandatory legal provisions.

2.5   Insofar as PERI enables the User to access data of the On-Premise software or the content entered or loaded into the On-Premise software by the User as a User ("**User Content**"), PERI remains authorised to make changes to the structure of the User Content, data or the data format at any time, in particular through preset programming, updates and/or upgrades.

2.6   The User can obtain available new versions, updates or upgrades from PERI against separate remuneration. The purchase of available new versions, updates or upgrades is only possible if a maximum of two (2) new releases of the On-Premise Software have been released since the originally ordered version of the On-Premise Software. If more than two (2) new releases of the On-Premise Software have already been published, the User may no longer obtain new versions, updates or upgrades of this version. If PERI provides the User with new versions, updates or upgrades or commissioned further developments of the On-Premise software, the above right of use applies to these in the same way.

3   Remuneration, invoicing and payment

3.1   The User is obligated to pay the fees for the On-Premise Software services agreed upon in the agreement in Euro or the different currency specified in the order in accordance with Clause 3.4.

3.2   The use of the ordered On-Premise software is free of charge for the User in relation to PERI for an agreed Term of the Trial Period.

3.3   Unless otherwise expressly agreed in the respective order, the following applies: PERI settles the charges owed by the User in accordance with Clause 3.1 in connection with the respective order upon delivery of the ordered On-Premise software, or, in the case of a preceding free trial period, upon granting full access to the On-Premise software or activation of the User's access data.

3.4   Unless otherwise expressly agreed in the respective order, the following applies: Each invoice amount is due 30 calendar days after the invoice date.

3.5 All fees are exclusive of VAT and any other applicable tax, the payment of which is the sole responsibility of the User.

3.6 The User shall be in default of payment if he does not pay the invoice amount within 30 calendar days of the invoice date. The interest during time of default (*Verzugszinsen*) is 8% percentage points above the base rate of interest per year from the due date..

3.7 If the User objects to an invoice or another contractually owed and due amount, he shall notify PERI of this within 30 calendar days of receipt of the invoice, stating the exact reasons for the objection at least in text form ("**Objected Invoice**"). With the exception of the Objected Invoice, all invoices and amounts due shall be deemed recognised and payable without deduction. PERI will not assert the rights under Clause 3.6 with regard to charges that are the subject of a justified complaint by the User.

4 Special obligations of the User for On-Premise Software

4.1 When obtaining a new version, update or upgrade of the ordered On-Premise Software, the User is obligated to return the previously used version of the On-Premise Software – if applicable – within four (4) weeks after delivery of the new version, update or upgrade and to completely delete it on all data carriers and in all data memories.

4.2 If the User has entered into a user relationship with PERI regarding the use of the Portal, PERI will make new versions, updates and/or upgrades available to the User and ordered in accordance with Clause 2.6 available for download exclusively via the Portal or indicate their availability; the User is obliged to download these new versions, updates and/or upgrades from the Portal in accordance with the provisions of Clause 4.1 and, in the event of an indication of their availability, to request them separately from PERI if the updates and/or upgrades are not made directly available on the Portal.

4.3 The User is responsible for all actions and omissions made using his access protocols and rights of use.

5 User's claims for defects

5.1 The data and calculations provided within the framework of the On-Premise software are compiled to the best of our knowledge and with the necessary care on the basis of existing sources. Only the customary duty of care is agreed upon as a standard of care with regard to the factual correctness of information and data determined and created by the User himself within the scope of the On-Premise software.

5.2 If the On-Premise software is provided to the User free of charge (e.g. within the framework of a free trial period), liability for material defects and defects of title of the information, On-Premise software, calculation results and

graphic representations, in particular for their correctness, freedom from errors, freedom from property rights and copyrights of third parties, completeness and/or usability – except in the case of intent, malice or takeover of a guarantee – is excluded.

5.3 If the software is made available to the User against payment, the following applies:

5.3.1 The User must check the On-Premise software for obvious defects immediately upon receipt and, if such defects are present, notify PERI immediately, at least in text form, otherwise claims for such defects are excluded. The same shall apply accordingly if such a defect becomes apparent later. Section 377 Commercial Code *(Handelsgesetzbuch)* applies.

5.3.2 With the exception of claims for damages, claims for defects due to material defects shall become time-barred after one year. In case of delivery on a data carrier, the limitation period begins with the delivery of the On-Premise Software, in case of delivery as download after notification and activation of the access data for the download area.

5.3.3 Apart from that, the User's claims for defects shall be governed by the statutory provisions.

6 Limitation of liability

6.1 PERI's liability for damages due to slight and gross negligence, irrespective of the legal grounds, is limited as follows:

6.1.1 In the event of a breach of material obligations arising from the contractual relationship, PERI's liability is limited to the amount of foreseeable damage typical for the contract; and

6.1.2 PERI is not liable for slight negligence otherwise.

6.2 Essential duties arising from the contractual obligation are such duties under this On-Premise contract, the fulfilment of which makes the proper execution of this On-Premise contract possible in the first place and on which the User may regularly rely.

6.3 PERI and the User agree that the usually foreseeable damages under Clause 6.1.1 are limited to the remuneration for the purchase of the On-Premise software that the User paid to PERI before the claim arose or that the User is obliged to pay to PERI.

6.4 Irrespective of the legal grounds, PERI is not liable for indirect economic loss, loss of profit, loss of turnover or business, agreements or contracts not concluded, loss of expected profit, loss of use of or damage to software, data or information or the loss of or damage to goodwill or other consequential damages arising from or in connection with the On-Premise software contract.

6.5 Clauses 6.1 to 6.4 apply accordingly to the liability of PERI for futile expenditure (*vergebliche Aufwendungen*).

6.6 The limitations of liability in Clauses 6.1 to 6.5 shall not apply in cases of mandatory statutory

liability (in particular under the Product Liability Act), in cases of malice, intent or culpably caused physical injury. Furthermore, they shall not apply if and insofar as PERI has assumed a guarantee.

6.7 The User is obliged to take appropriate measures to prevent and reduce damage.

7 Term of Trial Periods

7.1 The free trial period of the On-Premise Software has a duration of six (6) months, beginning with the conclusion of the On-Premise contract, unless otherwise agreed in the order ("**Term of the Trial Period**"). The Term of the Trial Period can be terminated by PERI at any time in text form without giving reasons. At the end of the agreed trial period, the User must return the On-Premise Software used during the trial period – if applicable – and completely delete it on all data carriers and in all data storage devices, unless an On-Premise agreement on full access is concluded. If the User concludes an On-Premise contract for full access to the On-Premise software immediately after the end of the trial period, the User may, during the term of a subsequent On-Premise contract, continue to use any settings and work results made during the trial period.

7.2 The right to terminate for cause (*außerordentliche Kündigung*) the Term of the Trial Period by PERI and by the User remains unaffected.

8 Exemption

8.1 If third parties assert claims against PERI due to a violation of the provisions in Clause 4 by the User and/or Clause 6 of Part A – General Terms of Use by the User, PERI will notify the User of these claims immediately.

8.2 The User shall indemnify PERI against all claims (including justified lawyers' fees) that third parties, including authorities, assert against PERI or against the User in this connection.

8.3 PERI cooperates with the User and leaves the defence or settlement of the claim to the User. In the event of claims by authorities, the User cooperates with PERI and, if necessary, leaves the defence or settlement of the claim to PERI.

8.4 If such a claim exists or if such a violation of rights appears possible, the User undertakes to immediately cease the violation of the respective contractual obligation, to take all necessary and reasonable actions to avoid further violations or other damages and to take measures to avoid similar violations in the future. If User Content is affected, this may involve taking certain User Content offline.

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Appendices:

Appendix 1   Service description

1   Basic Services

1.1   Subject of the Basic Services

The subject of the Basic Services are the Applications agreed free of charge in the order according to Appendix 2.

1.2   Trial periods

The subject of the Basic Services within the scope of a trial period are the Applications agreed free of charge in the order in accordance with Appendix 2 for test purposes.

2   Premium Services

2.1   Subject of the Premium Services

The subject of the Premium Services are the Applications as agreed in the order and/or the agreed access to the Portal; these Applications and the Portal are described in detail in Appendix 2.

2.2   Trial periods

The subject of the Premium Services within the scope of a trial period are the Applications for test purposes as agreed in the order; These Applications and the Portal are described in more detail in Appendix 2.

2.3   Service Level Agreement

PERI provides the Premium Services according to the Service Levels. The Service Levels enable the User to control and monitor the quality and timeliness of the Premium Services provided by PERI. The Service Level for the Premium Services is defined as follows:

System Availability (Premium Services) per year [average availability]	
Service Level	98% availability
Calculation	The System Availability is calculated as follows: System Availability (%) = (Annual Total Time – Unplanned Downtime) / Annual Total Time "Availability" is the ability of the User or its Invited Users to access the functionalities of the ordered Applications and the ordered Portal access, as agreed in the Terms of Use. "Planned Downtime" is the total time (in minutes) in a calendar year during which the Applications or Portal are unavailable due to scheduled system maintenance or other planned downtime. PERI will make all reasonable efforts to carry out scheduled system maintenance between 1:00 and 5:00 GMT and to give reasonable notice of such system maintenance. "System Availability", in relation to Availability in a calendar year, means the ratio, expressed as a percentage, resulting from subtracting the Unplanned Downtime in that year from the Total Time in that year and then dividing the difference thus obtained by the Total Time in that year (see formula above). "Annual Total Time" means all minutes of the relevant calendar year during the Term of the Basic Services. "Unplanned Downtime" is the total time (in minutes) of unavailability in a calendar year without the planned downtime and without downtime due to circumstances beyond the control of PERI. These circumstances include in particular (i) breach of any provision of the Terms of Use by the User and/or its Invited Users, (ii) failure of the User and/or its Invited Users to comply with any provision of this SLA, (iii) incompatibility of any equipment or software of the User and/or its Invited Users with the agreed requirements for use of the Services, (iv) defective or insufficient system performance or equipment of the User and/or its Invited Users, (v) use of the Services by the User and/or its Invited Users in excess of the agreed volume (i.e. two levels or more), or (vi) force majeure.
Measuring point	PERI Service – Handover point for Applications and Portal
Measuring time	Calendar year during the term of the Premium User Relationship

2.3.1 Rights in the event of non-compliance

– General. In the event of Unplanned Downtimes, PERI will make economically reasonable efforts to rectify the Unplanned Downtime within a reasonable deadline.

– Service credits. If PERI does not meet the Service Level, the User is entitled to the Service Credits listed below ("**Service Credits**"), whereby the Service Credits for Unplanned Downtime are a maximum of 20% of the fees paid by the User to PERI for the Premium Services provided in the respective calendar year.

System Availability (Premium Services)	Service Credit (% of annual fees)
<98.0%	2.5%
<97.0%	5.0%
<96.0%	7.5%
<95.0%	10%
<94.0%	15%
<90.0%	20%

2.3.2 Receipt of Service Credits

To obtain a Service Credit, the User must claim this credit in writing from PERI within 5 working days of receipt of the Service Level report for the period for which the User claims the Service Credit. This written claim shall contain precise details of the days, times and duration of any claimed Unplanned Downtime. If PERI, after a check, accepts the written claim for a Service Credit, PERI will inform the User that the relevant Service Credit will be offset against the fees paid by the User for Premium Services in the next invoice for the Premium Services. If the User does not claim a Service Credit on time, his claim to a Service Credit for the billing period in question expires.

2.3.3 Measurement and reporting

– System monitoring and measurement: PERI ensures continuous monitoring of the Service Levels. All measurements of Service Levels are made on an annual basis for each calendar year during the term of the Premium User Relationship.

– System performance reports: At the request of the client, PERI provides annual reports on the measurement of Unplanned Downtimes and the calculation of System Availability for the relevant period of the previous year. If the User has complaints regarding a measurement or other information listed in this report, he must notify PERI of these complaints in writing within 5 calendar days of receipt of the report, whereby the accuracy of the report is deemed sufficient if no such notification is made by the User. Any such notification shall specify the measurements complained of and describe in detail the nature of the complaint. PERI and the User undertake to settle such differences of opinion regarding Service Levels and/or associated measurements as far as possible and promptly by mutual agreement.

2.3.4 Requirements to be met by the User

– System requirements: The service standards listed in this SLA assume that the User and his Invited Users, if applicable, meet the system requirements listed in the Terms of Use.

– Additional obligations of the User: Unless otherwise agreed in the Terms of Use or in a separate, written support agreement, the User is responsible for (i) the maintenance and support of his computer networks, servers, software and resources used for the use of the Premium Services or services for such maintenance and support, (ii) the correct configuration of his systems in accordance with the access protocols and (iii) the Internet connection for access to the Premium Services.

– Report on Unplanned Downtime: The User must inform PERI immediately in the event of Unplanned Downtime. The beginning of an Unplanned Downtime is deemed to be the time at which PERI receives the detailed notification from the User or the time at which PERI first becomes aware of the Unplanned Downtime.

– Consequences of non-performance by the User: PERI is released from the fulfilment of its obligations set out in this SLA if it is unable to fulfil these obligations in whole or in part because the User and/or one or more of its Invited Users have not fulfilled the contractually agreed requirements or other obligations to cooperate.

3   On-Premise Software Services

3.1   Object of the On-Premise Software Services

The object of an On-Premise Software Service is the permanent provision of the On-Premise Software agreed in the purchase order and described in more detail in Appendix 2.

3.2   Trial periods

The object of an On-Premise Software Service within the scope of a trial period is the free provision of the On-Premise Software agreed in the order and described in more detail in Appendix 2 during the Term of the Trial Period for test purposes.

Appendix 2   Description of the Applications and the Portal

1   Applications

The Applications have the scope and intended uses described below and specific conditions of use. In addition, but only subordinate to this, the scope, intended use and conditions of use of the Applications result from the description of the respective Application available at the time of conclusion of the contract at https://www.peri.de/produkte/planungssoftware-apps-tools.html or on a PERI website where you ordered the respective Application.

1.1   In general, the purpose of the Applications is to provide the User with calculation programmes with which the User can determine calculation results and create graphical representations.

1.2   Special functional descriptions:

MULTIFLEX Girder Slab Formwork Configurator

−   With the "MULITFLEX Girder Slab Formwork Configurator", PERI provides the User with an Application for various end devices and web-based browsers with the help of which the determination of the total load in accordance with DIN EN 12812:2008-12, the calculation of the utilisation of the respective secondary/primary girders and slab props selected by the User and, if necessary, their optimisation for the MULTIFLEX Girder Slab Formwork product system can be carried out.

−   The MULTIFLEX Girder Slab Formwork Configurator is based on:

−   the standard DIN EN 12812:2008-12;

−   the performance data of the formlining, girders and slab props as given in the current Assembly and Use Instructions (AuV) for the MULTIFLEX Girder Slab Formwork product system or the Tables 2015 Formwork and Scaffolding, Edition 09 | 2015; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de. Compliance with the provisions of the standard DIN EN 12812:2008-12 by the User is a prerequisite for the use of the MULTIFLEX Girder Slab Formwork Configurator.

−   Before using the MULTIFLEX Girder Slab Formwork Configurator, the User must carefully familiarise himself with the Assembly and Use Instructions (AuV) for the MULTIFLEX Girder Slab Formwork product system. The sole use of the provided Application is not sufficient for the intended use of the MULTIFLEX Girder Slab Formwork product system.

−   Before using the results and graphic representations determined and/or created by the MULTIFLEX Girder Slab Formwork Configurator, the User must carefully familiarise themselves with the important requirements for proper use of the MULTIFLEX Girder Slab Formwork Configurator as described in the "Technical Information" section of the "Settings and Information" menu under Clauses 1.–4. The User is obliged to comply with the important requirements in the sense of the preceding sentence when implementing the results and graphic representations.

−   The MULTIFLEX Girder Slab Formwork Configurator can only be used to:

−   determine the total load according to DIN EN 12812:2008-12;

−   calculate and, if necessary, optimize the utilisation rates of the respective secondary/primary girders and props selected by the User for the MULTIFLEX Girder Slab Formwork product system.

The values and functions of the MULTIFLEX Girder Slab Formwork Configurator listed above are only possible for the girder combinations MULTIFLEX GT 24 / GT 24, MULTIFLEX GT 24 / 2 x GT 24, MULTIFLEX VT 20K / GT 24, MULTIFLEX VT 20K / VT 20K and MULTIFLEX VT 20K / 2 x VT 20K and the slab prop types PEP Ergo, PEP 20, PEP 30 and MULTIPROP MP. Values for other products from PERI or third-party suppliers cannot be calculated with the MULTIFLEX Girder Slab Formwork Configurator.

ST 100 Stacking Tower Configurator

−   With the "ST 100 Stacking Tower Configurator", PERI provides the User with an Application for various end devices and web-based browsers which can be used to determine the permissible leg load and, if necessary, the load against sliding of the configuration selected by the User based on the type test TP-12-004:2012-11 for the ST 100 Stacking Tower shoring product system.

−   Basics of the ST 100 Stacking Tower Configurator are:

−   the standard DIN EN 12812:2008-12;

−   the test report of the German Institute for Building Technology (*Deutsches Institut für Bautechnik* – "DIBt") in Berlin with number TP-12-004 dated 21/11/2012;

−   the decision of the DIBt in Berlin on amendment, addendum and extension of the type test of 21/11/2012 with number TP-12-004 of 25/06/2014;

−   the decision of the DIBt in Berlin on the extension of the validity of the type test of 21/11/2012 with number TP-12-004 of 12/06/2019;

- the performance data of the ST 100 Stacking Tower shoring product system as contained in the current Assembly and Use Instructions (AuV) for the ST 100 Stacking Tower shoring product system; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de.

- Compliance by the User with the provisions of the standard DIN EN 12812:2008-12 and the general and special provisions of the test reports and notifications of the DIBt in Berlin listed above is required for the use of the ST 100 Stacking Tower Configurator.

- Before using the ST 100 Stacking Tower Configurator, the User must carefully familiarise himself with the Assembly and Use Instructions (AuV) for the ST 100 Stacking Tower shoring product system. The sole use of the provided Application is not sufficient for the intended use of the ST 100 Stacking Tower shoring product system.

- Before using the results and graphic representations which are determined and/or created by the ST 100 Stacking Tower Configurator, the User must carefully familiarise himself with the important prerequisites for the intended use of the ST 100 Stacking Tower Configurator which have been made known in the Application within the scope of the chapter "Technical Information" of the menu "Settings and Information" under clauses 1.–11. The User is obliged to comply with the important requirements in the sense of the preceding sentence when implementing the results and graphic representations.

- The ST 100 Stacking Tower Configurator can only be used to determine the permissible leg load and, if applicable, the load against sliding of the configuration selected by the User based on the type test TP-12-004:2012-11 for the ST 100 Stacking Tower shoring product system.

- Values of other products from PERI or third-party suppliers cannot be calculated with the ST 100 Stacking Tower Configurator.

- In order to determine the permissible leg load and, if applicable, the load against sliding, the tower height H is defined as the distance between the lower edge of the base plate and the upper edge of the top plate of the spindles.

- It is provided as a web Application, which can be accessed with a current web browser. A detailed list of which browsers are currently supported is available on the website of the Application mentioned.

MDS K Shoring Tower Configurator

- With the "MDS K Shoring Tower Configurator", PERI provides the User with an Application for various end devices and web-based browsers, with the help of which the determination of the permissible leg load and, if necessary, the load against sliding of the configuration selected by the User and the creation of a parts list of the configuration to be selected by the User for the product system PERI UP Flex MDS K Shoring Tower can be carried out.

- Basics of the MDS K Shoring Tower Configurator are:

  - the standard DIN EN 12812:2008-12;

  - the performance data of the PERI UP Flex MDS K Shoring Tower product system, which can be found in the current Assembly and Use Instructions (AuV) for the PERI UP Flex MDS K shoring tower product system; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de.

- Compliance with the provisions of the standard DIN EN 12812:2008-12 by the User is required for the use of the MDS K Shoring Tower Configurator.

- Before using the MDS K Shoring Tower Configurator, the User must carefully familiarise themselves with the Assembly and Use Instructions (AuV) for the PERI UP Flex Shoring Tower MDS K product system. The sole use of the provided Application is not sufficient for the intended use of the PERI UP Flex Shoring Tower MDS K product system.

- Before using the results and graphical representations that are determined and/or created by the MDS K Shoring Tower Configurator, the User must carefully familiarise themselves with the important requirements for the proper use of the MDS K Shoring Tower Configurator as described in the "Technical Information" section of the "Settings and Information" menu under Clauses 1.–11. The User is obliged to comply with these when implementing the results and graphic representations.

- The MDS K Shoring Tower Configurator can only be used for the PERI UP Flex MDS K product system to:

  - Determine the permissible leg load and, if applicable, the load against sliding of the configuration selected by the User;

  - Create the parts list of the configuration to be selected by the User.

- Values of other products from PERI or third-party suppliers cannot be calculated with the MDS K Shoring Tower Configurator.

- In order to determine the permissible leg load and, if applicable, the load against sliding, the tower height H is defined as the distance between the lower edge of the base plate and the upper edge of the top plate of the spindles.

- It is provided as a web Application, which can be accessed with a current web browser. A detailed list of which browsers are currently supported is available on the website of the Application mentioned.

MULTIPROP Shoring Tower Configurator

- With the "MULTIPROP Shoring Tower Configurator", PERI provides the User with an Application for various end devices and web-based browsers with the help of which the determination of the permissible leg load of the configuration selected by the User and the determination of an optimal configuration based on the type tests S-N/170152:2017-11, S-N/080286:2008-08 and S-N/070234:2008:08 for the MULTIPROP System product system can be carried out.

- The basics of the MULTIPROP Shoring Tower Configurator are:

    - the standard DIN EN 12812:2008-12;

    - the test report of the State Trade Office Bayern (*Landesgewerbeanstalt Bayern* – "LGA") in Nuremberg with number S-N/040361 of 26/10/2005;

    - the decision of the LGA in Nuremberg on amendment and extension of the type test of 26/10/2005 with number S-N/100134 of 17/12/2010;

    - the decision of the LGA in Nuremberg on amendment and extension of the type test of 26/10/2005 with number S-N/120134 of 14/08/2012;

    - the decision of the LGA in Nuremberg on modification and extension for type testing of 26/10/2005 with number S-N/170152 of 27/11/2017;

    - the test report of the LGA in Nuremberg with number S-N/080286 of 15/08/2008;

    - the test report of the LGA in Nuremberg with number S-N/070234 of 15/08/2008;

    - the performance data of the MULTIPROP System product system as given in the current Assembly and Use Instructions (AuV) for the MULTIPROP System product system; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de.

- Compliance by the User with the provisions of DIN EN 12812:2008-12 and the general and special provisions of the test reports and notifications of the LGA in Nuremberg listed above is required for the use of the MULTI-PROP Support Tower Configurator.

- Before using the MULTIPROP Support Tower Configurator, the User must carefully familiarise himself with the Assembly and Use Instructions (AuV) for the MULTIPROP System product system. The sole use of the provided Application is not sufficient for the intended use of the MULTIPROP System product system.

- Before using the results and graphic representations determined and/or created by the MULTIPROP Support Tower Configurator, the User must carefully familiarise himself with the important requirements for the intended use of the MULTIPROP Support Tower Configurator as described in the "Technical Information" section of the "Settings and Information" menu under Clauses 1.–11. The User is obliged to comply with the important requirements in the sense of the preceding sentence when implementing the results and graphic representations.

- The MULTIPROP Support Tower Configurator can only be used for the MULTIPROP product system to:

    - determine the permissible leg load of the configuration selected by the User;

    - determine an optimal configuration.

- Values of other products from PERI or third-party suppliers cannot be calculated with the MULTIPROP Support Tower Configurator.

- To determine the permissible stem load, the tower height H is defined as the distance between the lower edge of the base plate and the upper edge of the top plate of the spindles.

- It is provided as a web Application, which can be accessed with a current web browser. A detailed list of which browsers are currently supported is available on the website of the Application mentioned.

PERI CAD®

- PERI CAD® is a CAD-Application in work preparation for 2D & 3D planning of scaffolding and formwork solutions. It contains functions for planning simple and complex solutions with PERI systems, creating layouts and parts lists. The solutions and work results created with PERI CAD® require a check for correctness and feasibility by an Expert User. The User must plan and check the design in accordance with the valid design guidelines and technical rules and in accordance with the valid Assembly and Use Instructions (AuV) of the individual products.

- Planning is carried out for PERI products which, in addition to semi-automatic/automatic formwork, can be used via the components catalogue. Third party products are not provided in PERI CAD® and are not supported. Both the automatic solution generation and the component catalogue are continuously expanded and improved. The provided state has no claim to completeness and requires an expert evaluation of the correctness of the solution.

- PERI CAD® is extended by further Applications and Services such as the Product System Configurator or PERI ForceControl® in order to provide the User with additional functions for specific Applications. These Applications, their features and system requirements are described separately.

- With PERI CAD®, PERI provides the User with an On-Premise Application via download which must be licensed and activated by PERI. For error-free use, the User must install additional programs based on the current system requirements or have them installed by his administrators. This includes software such as AUTO CAD Architecture in the specified version to be licensed separately by the User.

- More detailed information will be sent to the User on request at cad.hotline@peri.de. The use of PERI CAD® requires sound design and static knowledge of PERI material from the User and is assumed when using PERI CAD®.

PERI Extended Experience® App

- With the PERI Extended Experience® App, PERI offers Users the possibility of mobile 3D visualisation of construction projects. The stored 3D models can be shown on the display of the mobile device in the two display modes Augmented Reality (AR) and Virtual Reality (VR).

  - In Augmented Reality mode, a 3D model is projected into the User's environment. Using "anchor point", the model can be positioned in space and viewed on the display in its original size

  - In Virtual Reality mode, a 3D model can be called up quickly and easily. By means of simple finger gestures different functions can be executed (e.g. zoom, rotate)

- With the PERI Extended Experience® App, PERI offers Users access to exemplary 3D CAD models of various PERI solutions and systems. The presented solution is created for a specific situation, which may differ from reality. For this reason, it is prohibited to reuse the provided solutions in whole or in part and to transfer them to other situations.

- The PERI Extended Experience® App is exclusively intended for solutions using PERI systems. The provision and presentation of third-party CAD solutions is not possible.

- With the PERI Extended Experience® App, PERI provides the User with an application for mobile end devices which fulfil the defined system requirements. The Application can only be installed and used without errors if the current version and the corresponding system requirements are met. Certain functions of the App can use central Services and features. These functions are only available if the terminal device used has a data connection to the Internet to access the data and Services.

- The use of the PERI Extended Experience® App is only intended for those Users who are sufficiently qualified to use and operate the App. The qualification also includes the knowledge and experience to correctly apply the described PERI systems based on the Assembly and Use Instructions (AuVs). Simply using the PERI Extended Experience® App to use the PERI systems without CAD plans and static calculations is not sufficient. In addition, appropriate knowledge of how to use a smartphone and an Android/iOS based app is required. Before using the PERI Material Scan® App, the User must familiarize himself independently and thoroughly with the Application.

- The PERI Extended Experience® App and the related 3D models are intended for visual demonstration purposes only and do not replace professional planning by a qualified and sufficiently trained engineer.

- **Important note:** When using the PERI Extended Experience® App and any related 3D model, including AR and VR, for demonstration purposes, please keep your environment in mind for your own safety and the safety of others.

PERI ForceControl®

- PERI ForceControl® is an extension of PERICAD for structural analysis of PERI systems. It contains all the functions of PERI CAD to plan PERI systems, create layouts and parts lists and, in addition, to check the design statically and document the results in an auditable manner. The calculation is exclusively for PERI products, third-party products are expressly not supported by PERI ForceControl®.

- PERI ForceControl® is made available to the User as a download. The calculation of internal forces, bearing reactions and deformations of the system is done via the interface of the downloaded Application cloud-based using RFEM from the company © DLUBAL. From the internal forces, PERI ForceControl® calculates the utilisation of the individual articles according to the latest approvals and standards. The workload can be displayed both numerically and graphically.

- The following products can be statically verified:

  - PERU UP Flex (based on the approvals Z-8.22-863 and Z-8.22-951 and based on the following standards, among others: DIN EN 12811, DIN EN 12812; DIN EN 1991-1-4, DIN EN 1993-1-1; DIN EN 1993-1-8 in their respective valid versions) MULTIPROP (based on approval Z-8.22-802 and on the basis of the following standards, among others: DIN EN 12811, DIN EN 12812; DIN EN 1065; DIN EN 16031, DIN EN 1991-1-4, DIN EN 1993-1-1; DIN EN 1993-1-8, DIN EN 1999-1-1 in their respective valid versions)

- PD5 (based on the following standards, among others: DIN EN 12811, DIN EN 12812, DIN EN 1991-1-4; DIN EN 1993-1-1; DIN EN 1993-1-8 in their respective valid versions)

- PD8 (based on the following standards, among others: DIN EN 12811, DIN EN 12812, DIN EN 1991-1-4; DIN EN 1993-1-1; DIN EN 1993-1-8 in their respective valid versions)

PERI Library+ Revit

- With the installation of the PERI Library+ plug-in, PERI system components for a wide range of formwork products can be directly integrated into a Revit model. The current version can be requested free of charge using the order form available at https://www.peri.com/de/digital-transformation/peri-library-revit-bestellformular.html.

- The PERI data package includes the article catalogs for various wall and slab formwork systems including accessories and various functionalities to facilitate the placement of accessories. This allows the formwork to be integrated into the planning solution during the design stage. Automatic functions ensure, for example, that the locks for connecting two frame elements of a wall formwork system are correctly positioned.

- Before using the PERI content, the User must carefully familiarise himself with the Assembly and Use Instructions (AuV) of the product systems used. The sole use of the provided application is not sufficient for the intended use of the product systems.

- Every formwork/scaffolding solution, parts list, graphic representation and other results which are determined and/or created by the PERI content require assessment and, if necessary, revision based on the Assembly and Use Instructions (AuV) by an experienced specialist in a suitable CAD and structural analysis tool in order to finally obtain the plan for a functional solution.

- The use of the PERI content is only intended for those users who are sufficiently qualified to use and operate these. The qualification also includes the knowledge and experience to use the provided PERI systems correctly and requires sound design and static knowledge.

PERI Locate App

- The PERI Locate App is suitable for the identification and location of products on construction sites. It can show additional information about the PERI products such as product type, location, condition and many more. The PERI Locate app helps users to find items, assign and locate construction equipment like Formwork or Scaffolds and many other assets. PERI Locate app can also display product information with unique traceability as well as service and maintenance management information. In addition to our Software-as-a-Service solutions, PERI also offers a comprehensive hardware portfolio - From simple passive solutions such as RFID or QR Codes to active solutions such as our Bluetooth Low Energy (BLE) beacons and many more complex IoT solutions.

- PERI Locate App Features:
  - Location tracking: Actively and passively track products
  - Inventory: Keep track of all products
  - Theft warning system with geofencing which means if a product sensor moves out of the predefined area, user would get a Theft Alert
  - Map function: Get an optimal overview of products and assets with the map function
  - Active and passive reading of RFID transponders, QR Codes, Bluetooth low energy beacons as well as GPS tracking and display of product data and related information

PERI Material Scan® App

- With the PERI Material Scan® App, PERI offers Users the possibility of PERI product and material identification based on QR Codes and RFID / NFC technology. A prerequisite for this is that the material is equipped with the appropriate technology and is ready for use.

- The PERI Material Scan® App is intended exclusively for PERI products and materials. PERI makes no claim to completeness of the products & information provided. A provision of product information for third party products is not available.

- With the PERI Material Scan® App, PERI provides the User with an Application for mobile devices which fulfil the defined system requirements. The Application can only be installed and used without errors if the current version and the corresponding system requirements are met. Certain functions of the App can use central Services and features. These functions are only available if the terminal device used has a data connection to the Internet to access the data and Services.

- The use of the PERI Material Scan® App is only intended for those Users who are sufficiently qualified to use and operate the App. The qualification also includes the knowledge and experience to use the provided PERI systems correctly. In addition, appropriate knowledge of how to use a smartphone and an Android/iOS based app is required. Before using the PERI Material Scan® App, the User must become independently and thoroughly familiar with the Application.

- The above-mentioned approvals will be sent to the User free of charge upon request at pfc.service@peri.de . Compliance with the provisions of the DIN EN 12812:2008-12 standard and sound static knowledge on the part of the User are required for the use of PERI ForceControl®.

- PERI ForceControl® does not check the construction for correctness and buildability. The User must plan the construction according to the valid technical regulations and according to the valid Assembly and Use Instructions (AuV) of the individual products. The internal forces, deformations, reaction forces and loads determined by PERI ForceControl® must be checked for plausibility by the User before use.

- For error-free use of PERI ForceControl®, it is essential that the current version is used and that the relevant system requirements are fulfilled.

PERI QuickSolve®

- With PERI QuickSolve®, PERI provides the User with an Application for various end devices and web-based browsers which can be used to determine a possible formwork solution in the form of calculation results and graphical representations for floor plans selected/drawn by the User.

- Every formwork/scaffolding solution, parts list, graphic representation and other results which are determined and/or created by PERI QuickSolve® require assessment and, if necessary, revision based on the Assembly and Use Instructions (AuV) by an experienced specialist in a suitable CAD and structural analysis tool in order to finally obtain the plan for a functional solution.

- These results are calculated on the basis of key data and the floor plan which the User enters in PERI QuickSolve®. In addition, changes to key data or inaccuracies in the data and floor plans entered by the User as well as detail deviations from the standards stored in PERI QuickSolve® can lead to the results calculated using PERI QuickSolve® showing inaccuracies compared to a formwork solution that was created using a suitable CAD and structural analysis tool based on the Assembly and Use Instructions.

- Basis for PERI QuickSolve® are:
    - the standards DIN 18218:2010-01, DIN 18202:2019-07 and the standard DIN EN 12812:2008-12;
    - the performance data of the product systems used, as shown in the current Assembly and Use Instructions (AuV) for the product systems used; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de.

- Compliance by the User with the general and specific provisions of the above listed basic principles for PERI QuickSolve® is required for the use of PERI QuickSolve®.

- Before using PERI QuickSolve®, the User must carefully familiarise himself with the Assembly and Use Instructions (AuV) of the product systems used in PERI QuickSolve®. The sole use of the provided application is not sufficient for the intended use of the product systems.

- Before using the results, formwork solutions, parts lists and graphic representations determined and/or created by PERI QuickSolve®, the User must carefully familiarise themselves with the important prerequisites for the proper use of PERI QuickSolve® as described in the chapter "Technical Information". The User is obliged to comply with the requirements in the sense of the preceding sentence when implementing the results and graphic representations.

- With PERI QuickSolve®, it should be possible to determine for the different product systems:
    - a possible (partial) formwork solution for the floor plan entered by the User as calculation results or graphic representations;
    - associated material lists and non-binding prices.

- Other third party products or PERI products not implemented in PERI QuickSolve® cannot be calculated with PERI QuickSolve®. PERI is not obliged to implement third party products and PERI products in PERI QuickSolve®.

- When determining the number of accessories to be used (e.g. push-pull props, working and concreting scaffolds, guardrails, etc.), the applicable country-specific standards must be observed.

- It is provided as a web Application, which can be accessed with a current web browser. A detailed list of which browsers are currently supported is available on the website of the Application mentioned.

PERI Tekla Components for the Tekla Warehouse for Tekla Structures

- PERI provides the following content within Tekla Warehouse:
    - Tekla Components for designated systems
    - Definitions of so-called conditions (predefined T-junctions, corner and stop end solutions)
    - Configuration files for the Formwork Placing Tool for designated systems

- Before using the PERI content, the User must carefully familiarise himself with the Assembly and Use Instructions (AuV) of the product systems used. The sole use of the provided application is not sufficient for the intended use of the product systems.

- Every formwork/scaffolding solution, parts list, graphic representation and other results which are determined and/or created by the PERI content require assessment and, if necessary, revision based on the Assembly and Use Instructions (AuV) by an experienced specialist in a suitable CAD and structural analysis tool in order to finally obtain the plan for a functional solution.

- The use of the PERI content is only intended for those users who are sufficiently qualified to use and operate these. The qualification also includes the knowledge and experience to use the provided PERI systems correctly and requires sound design and static knowledge.

Product System Configurator as part of PERI CAD®, PERI ForceControl® and PERI QuickSolve®

- With the "Product System Configurator" (hereinafter referred to as PSC) as a web service, PERI provides the User with an Application with the help of which a possible scaffolding solution can be determined in the form of calculation results and graphic representations for articles and boundary conditions selected by the User.

- Every scaffolding solution, parts list, graphic representation and other results, which are determined and/or created by Product System Configurator, require assessment and, if necessary, revision based on the Assembly and Use Instructions by an experienced specialist in a suitable CAD and structural analysis tool, in order to ultimately obtain the plan for a functional solution.

- These results are calculated based on the key data and the scaffolding parameters that the User enters in the Product System Configurator. In addition, changes in the key data or inaccuracies in the data and scaffolding parameters entered by the User, as well as detail deviations from the standards stored in the Product System Configurator may result in inaccuracies in the results calculated using the Product System Configurator compared to a scaffolding solution created with a suitable CAD and structural analysis tool based on the Assembly and Use Instructions.

- Basics of the PSC are:
  - the standards DIN EN 12812:2008-12 and DIN EN 12811-1:2004-03;
  - the type tests or the performance data of the product systems used, as can be taken from the current Assembly and Use Instructions (AuVs) for the product systems used; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de.

- Compliance by the User with the general and specific provisions of the PSC principles listed above is a prerequisite for the use of the PSC.

- Before using the PSC, the User must carefully familiarise themselves with the Assembly and Use Instructions (AuVs) of the product systems used in the PSC. The sole use of the provided Application is not sufficient for the intended use of the product systems.

- Before using the scaffolding solutions, results, parts lists and graphic representations which are determined and/or created by the PSC, the User must carefully familiarise themselves with the important prerequisites for the intended use of the PSC as announced in the application in the chapter "Technical Information" (https://peri-psc-shoring.azurewebsites.net/ressources/20190718_PERI%20Technische%20Informatio-nen_PSC_v1.0.pdf). The User is obliged to comply with the important requirements in the sense of the preceding sentence when implementing the scaffolding solutions, results, parts lists and graphic representations.

- With the PSC it should be possible to determine for the different product systems:
  - a possible (partial) framework solution for the articles and boundary conditions selected by the User as calculation results or graphical representations;
  - load capacities of type-calculated scaffolding solutions;
  - associated material lists and non-binding prices.

- Other third-party products or PERI products not implemented by PSC cannot be calculated with PSC. PERI is not obliged to implement third party products or products from PERI in PSC.

- When determining the number of accessories to be used (e.g. push-pull props, work platforms, guardrails, etc.), the applicable country-specific standards must be observed.

- To determine the load capacity, the tower height H is defined as the distance between the lower edge of the base plate and the upper edge of the top plate of the spindles.

- It is provided as a web Application which can be called as a component in the products PERICAD, PERI ForceControl and PERI QuickSolve®.

Formwork Loads Calculator

- With the "Formwork Load Calculator", PERI provides the User with an Application which can be used to determine the maximum pouring rate or the maximum fresh concrete pressure according to DIN 18218:2010-01 and taking into consideration selected wall formwork and tie systems.

- Basics of the Formwork Load Calculator are:
  - the standards DIN 18218:2010-01, DIN 18202:2019-07 and DIN EN 206:2017-01;

- the performance data of the MAXIMO, TRIO and DOMINO panel formwork product systems, as shown in the current Assembly and Use Instructions (AuVs) for the MAXIMO, TRIO and DOMINO panel formwork product systems; the documents mentioned here will be sent to the User free of charge on request at apps-tools.service@peri.de.

- Compliance with the provisions of the standards DIN 18218:2010-01, DIN 18292:2019-07 and EN 206:2017-01 by the User is assumed for the use of the Formwork Load Calculator.

- Before using the Formwork Load Computer, the User must carefully familiarise himself with the Assembly and Use Instructions (AuVs) for the MAXIMO, TRIO and DOMINO panel formwork product systems. The sole use of the Application provided is not sufficient for the intended use of MAXIMO, TRIO and DOMINO panel formwork product systems.The Formwork Load Calculator can only be used to:

  - determine the maximum pouring rate or the maximum fresh concrete pressure according to DIN 18218:2010-01;

  - consider the maximum pouring rate of selected wall formwork and tie systems for the MAXIMO, TRIO and DOMINO panel formwork product systems.

- The values and functions of the Formwork Load Calculator listed above are only available for MAXIMO, TRIO and DOMINO panel formwork.

- Values of other products from PERI or third-party suppliers cannot be calculated with the Formwork Load Calculator.

- With the Formwork Calculator no results can be calculated for the low pouring rates (less than 0.5 m/h).

- It is provided as a web Application which can be accessed with a current web browser. A detailed list of which browsers are currently supported is available on the website of the Application mentioned.

2   Portal

The Portal has, depending on the package agreed upon, the scope and the purposes of use described below and specific conditions of use. In addition, but only subordinate to this, the scope, intended use and conditions of use of the Portal are set out in the description of the Portal available at https://www.peri.de/produkte/planungssoftware-apps-tools.html or on a PERI website from which you ordered Portal access at the time the contract was concluded.

2.1   **Contents.** The Portal provides the User with access to data and information ("**Contents**"). The prices of the different service packages can be found in the product data sheet.

2.2   Technical documents stored in myPERI in a language other than German are only translations of the original German document. The original document is based on German and European law (Product Safety Act / Machinery Directive) and European Standards (EUROCode). For the application and testing of PERI products, all relevant standards and laws must always be observed. In particular with regard to records and documents that have been specially developed for a country and published in the Portal, the relevant regulations for that country apply. The User must in any case observe the locally applicable standards and laws.

2.3   The following conditions apply to videos published on the Portal. For the use of PERI products, in particular the products shown in this video, the User must observe the applicable and relevant standards and laws in the respective states in their current version. The image and sound recordings used in this video are snapshots and do not represent the finished final assembly state. In particular, safety and anchor details are not to be regarded as meaningful, definitive and correct. Safety and anchor details are subject to the risk assessment of the User. Among other things, computer graphics are used in the video, which are only to be understood as system representations; for better comprehensibility, such graphics and the detailed representations shown are reduced to certain aspects. The possible safety devices shown in this video must be observed by the User in case of use.

2.4   The User must always observe the currently valid Assembly and Use instructions (*Aufbau- und Verwendungsanleitungen* – "**AuV**") for the PERI products he uses. The systems and items shown in these videos may not be available in every country. Safety instructions and load specifications must be strictly observed by the User. Changes and deviations require a separate static proof by the User. Technical changes, especially those that serve progress, are subject to change. Errors and spelling mistakes reserved.

2.5   myPERI "Drawings". PERI provides the User with project-related drawings specially created for the User in the Portal ("**myPERI 'Drawings'**") for viewing and downloading. myPERI "Drawings" are specially created for the client and always refer to a construction project which the User is seeking to realise.

2.6   myPERI "Drawings" are valid if and for as long as they are posted on the myPERI online Portal from PERI. myPERI "Drawings" become invalid if they are removed from the myPERI online Portal, declared invalid or are no longer accessible to the client on the myPERI online Portal for other reasons.

2.7   If new versions of already existing versions of myPERI "Drawings" are posted on the Portal, the new versions replace the previous versions. When a new version of a myPERI drawing is created, the previous versions become invalid.

2.8   Unless mandatory legal provisions permit otherwise, the User may not modify or reverse engineer myPERI "Drawings", nor may they remove parts from them. myPERI "Drawings" modified by the User are invalid.

2.9   If a new myPERI Drawing or a new version of an existing myPERI Drawing has been posted on the PERI Portal, PERI will inform the User of this by means of an information email, usually within 60 minutes of posting the new myPERI Drawing or new version of an existing myPERI Drawing.

2.10   With this option, PERI generally no longer sends drawings additionally by e-mail or post to the User. Drawings that are nevertheless sent to the User by e-mail or post at the express request of the User serve only to inform the User and are not binding. PERI reserves the right to charge the costs for the additional shipping.

2.11   Technical requirements

2.11.1 PERI article in DWG format: DWG is a design data format and is used in many design environments (CAD). Files with the .dwg extension can usually be assumed to be compatible with AutoCAD software products and supported by common CAD systems.

2.11.2 Portal. The technical prerequisite for using the Portal is that the User has Internet Explorer 9 or higher. The Portal is delivered as a cloud-based Software-as-a-Service.

Appendix 3   Acceptable Use Policy for Administrators and Invited Users

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Note for Corporate Customers:

These "Acceptable Use Policy for Administrators and Invited Users" is only an example of usage guidelines of a general nature. It is not part of the Services owed by PERI and must be adapted by the Corporate Customers in individual cases.

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1   What is the scope of validity of this Policy?

1.1   Certain Applications and the online Portal myPERI on the websites of PERI SE, Rudolf-Diesel-Straße 19, 89264 Weißenhorn, Germany ("**PERI**") and the PERI Applications in download stores such as Apple AppStore or Google PlayStore (each "**Application**") are operated by PERI and made accessible by us [Company name and company client registered headquarters] ("**we**", "**us**" or "**our**") for you as administrator ("**Administrator**") or other end Users ("**Invited Users**" or "**you**").

1.2   This Acceptable Use Policy for Administrator and Invited Users ("**Policy**") governs your use of your account for the Applications and the functionality provided therein. Please read this Policy carefully and refrain from using the account if you do not agree with the Policy.

1.3   PERI operates your account subject to separate conditions of use between PERI and us. We appoint an administrator. The administrator initiates email invitations to give other end Users – the Invited Users – access to the Applications we have intended for use. If you are our administrator or have received such an email invitation, you can use your access data to access the Applications to the extent agreed by us with PERI. We or – in the case of an Invited User – our administrator may limit the scope of the functionalities of the Applications available to you. The use of your account is free of charge for you in relation to PERI.

2   What rights of use do you have?

2.1   We grant you the worldwide, royalty-free, non-exclusive, worldwide, non-transferable and non-sublicensable right to use your account, the Applications that we have invited you to use and the functionalities made available thereon within the scope of your activity for us. We grant you this right of use for the duration of the term of your account, which is explained further below in this Policy.

2.2   In particular, as administrator you have the right to invite Invited Users to access the Applications. In doing so, you must only use the functionalities of the Application and are subject to the restrictions of the package sizes we have agreed with PERI.

2.3   As an Invited User, you have in particular the right to use the functionalities of the Applications that have been activated for you and, exclusively by using any export functions contained in the Applications, to carry out file exports and to store exported files and to use them in the context of your activity for us. The right of use for exported files is unlimited in time.

2.4   Any further use of your account is not permitted, unless expressly agreed in this Policy or required by mandatory legal provisions. In particular, you are not permitted to rent, sell, lend, sublicense, make publicly available, process, use or allow to be used for the production or operation of a competing product or otherwise use or exploit your user access or Content of the Applications or provide third parties with access to the Applications.

2.5   The intellectual property and all copyrights to the Applications and the information, concepts, work results and processes contained therein remain with PERI.

3   What rights do you grant PERI to your User Content?

For the duration of our user relationship with PERI, you grant PERI the non-exclusive, royalty-free and sub-licensable right to use the work results ("**User Content**") generated by you in the course of your use of the Applications, which is necessary for PERI to provide Services to other Users. This includes, among other things, the right to store your User Content, to edit it and to change its order, to convert it technically, to convert it into another format.

4   What obligations do you have?

4.1   You must protect the user access assigned to you from access by unauthorised third parties and not pass it on to unauthorised users. You must inform us immediately and change all passwords if you have reason to believe that unauthorised third parties have gained access to the Applications and/or your account.

4.2   You are obliged not to misuse the Applications. This means in particular that you are not permitted to investigate, exploit or test vulnerabilities in the Applications, an underlying system or network or to violate their security or authentication mechanisms. PERI may monitor or review your use of the Applications to verify that you are using the Applications to the extent agreed between us and PERI.

4.3   You are obliged to refrain from any attempt to access information or data without authorisation, either by yourself or through unauthorised third parties, or to interfere or cause to be interfered with programs operated by PERI or to penetrate PERI's data networks without authorisation.

5   What is the Term of your Account?

5.1   You can deactivate your account at any time without giving reasons by sending an email to PERI or using any "Delete" button in your account.

5.2   If we have reasonable grounds to suspect that you are in breach of this Policy, we reserve the right to disable your access until the breach is remedied and, in the event of a repeated or irreparable breach, to permanently delete your entire account.

5.3   Your account will continue to exist until you deactivate your account, – in the case of an Invited User – our administrator deletes your account, or the contractual relationship between us and PERI relating to your account is terminated – whichever occurs earlier ("**Term of your Account**").

5.4   When your account expires, your account will be deactivated and you will no longer be able to access it or the Applications.

5.5   If you have the legal right to terminate your account for cause (*außerordentliche Kündigung*), this right remains unaffected.

6   Who is responsible for processing your personal data?

For Invited Users and administrators employed in the European Union or the European Economic Area, the following applies:

6.1   We are the so-called controller within the meaning of Regulation (EU) 2016/679 (General Data Protection Regulation) for the processing of your personal data in connection with your use of the Applications.

6.2   We will inform you in detail in a separate Privacy Policy about how we process your data when you use the Applications.

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