



LEGAL

Legal Texts

Complete edition of all documents for all Structify products and the website

Version 2.0 · valid from 1 November 2026

1. General Terms and Conditions
2. Data Processing Agreement
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4. Privacy Policy
5. AI Transparency Statement
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Structify Solutions UG (haftungsbeschränkt) · Gartenstraße 8 · 92348 Berg · Germany · Amtsgericht Nürnberg HRB 46012
The version published at structify.solutions/rechtliches is authoritative. In the event of discrepancies between the German and the English version, the German version prevails.

General Terms and Conditions

Structify Solutions UG (haftungsbeschränkt)

Version 2.0 · valid from 1 November 2026

The German version prevails.

These General Terms and Conditions apply together with the Data Processing Agreement (Annex 1), the Service and Price Overview (Annex 2) and the Terms of Use. All documents bear the same version number and can be accessed, saved and downloaded as PDF at structify.solutions/rechtliches, where you will also find earlier versions.

§ 1 Scope

(1) These General Terms and Conditions (the "Terms") apply to all contracts between Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg, Germany, registered in the commercial register of the Local Court (Amtsgericht) of Nuremberg under HRB 46012 ("Structify"), and its customers concerning the use of Structify's software products.

(2) Products within the meaning of these Terms are:

- **Structify Web:** the application in a web browser;
- **Structify Desktop:** the installable application for macOS and Windows, to the extent that Structify offers it;
- **Structify Mobile:** the app for iOS and Android;
- **Structify Operate:** the digital operations log for operators of technical installations;
- future products and additional features that Structify offers with reference to these Terms.

Structify Web, Desktop and Mobile access the same platform and the same data of the Customer. The products and features that the Customer is entitled to use are determined by its order.

(3) The Customer's own terms and conditions do not become part of the contract, even if Structify does not expressly object to them or performs its services in the knowledge of them. They apply only if Structify expressly agrees to their application in Text Form.

(4) These Terms, in the version incorporated in each case, also apply to future contracts with the same Customer concerning the Products, without Structify having to refer to them again.

§ 2 Customers

(1) Structify concludes contracts exclusively with entrepreneurs (Unternehmer) within the meaning of Section 14 of the German Civil Code (BGB), with legal entities under public law and with special funds under public law. Contracts with consumers within the meaning of Section 13 BGB are excluded.

(2) The person placing the order on behalf of the Customer confirms during the ordering process that the Customer is entering into the contract in the exercise of its commercial or independent professional activity and that he or she is authorised to represent the Customer.

§ 3 Definitions

In these Terms:

- **Platform** means the application operated by Structify as software as a service, including the servers, interfaces and data stocks accessed by the Products.

- **Customer** means the company or organisation that enters into a contract with Structify.
- **User** means any natural person who uses the Products on behalf of the Customer, in particular the Customer's employees.
- **External Parties** means persons outside the Customer's organisation whom the Customer invites free of charge to its projects or installations, for example contractors, subcontractors, clients (building owners), bidders, specialist planners or viewers in Structify Operate.
- **User Seat** means the right of a named person to use the Products in a specific role (for example Management, Project Management, Planning or, in Structify Operate, Admin and Standard User). The functionality and price of each role are set out in the Service and Price Overview.
- **Account Type** means the type of access, namely Licence Account, Trial and Demo Access, Showroom Access or External Access (§ 6).
- **Contract Year** means, in the case of an annual contract, the period of twelve months from the start of the contract or from the start of a renewal period.
- **Text Form** means a legible declaration on a durable medium, for example by email (Section 126b BGB).

§ 4 Subject Matter of the Contract and Right of Use

(1) Structify makes the Platform available to the Customer for use via the internet for the term of the contract. Structify Web is used via a standard web browser. The Customer or the User installs Structify Desktop and Structify Mobile on their own devices; Structify provides the installation files via app stores or its own download page.

(2) For the term of the contract, the Customer receives the simple (non-exclusive), non-transferable and non-sublicensable right to use the booked Products to the agreed extent for its own business purposes and to install the apps on its Users' devices for this purpose. The Customer does not acquire any further rights, in particular to the software itself.

(3) Each User Seat may only be used by one named person at any one time. The Customer may assign a User Seat to another person, for example in the event of a change of personnel. Access for External Parties does not constitute a User Seat (§ 6(5)).

(4) Where Users obtain an app via an app store (for example the Apple App Store or the Mac App Store), the terms of the respective store operator additionally apply to that acquisition in the relationship with that store operator. The store operator is not a party to this contract and is not responsible for the Products, their maintenance or support. In the relationship between Structify and the Customer, these Terms take precedence.

(5) The Customer has no claim to the source code being handed over. Mandatory statutory rights under Sections 69d and 69e of the German Copyright Act (UrhG) remain unaffected.

§ 5 Conclusion of the Contract

(1) The contract is concluded when the Customer completes the ordering process and Structify confirms the order, at the latest upon activation of access, or when the Customer accepts an individual offer from Structify. Presentations of the Products and prices on the website or in the application do not constitute a binding offer.

(2) Structify may make the ordering process subject to prior approval. There is no entitlement to approval or to the conclusion of a contract.

(3) By placing the order, the Customer accepts these Terms, including the Data Processing Agreement (Annex 1). The time, the version and the person acting are logged.

§ 6 Account Types

(1) **Licence Account.** The Licence Account is the paid access following an order. These Terms apply to it without restriction.

(2) **Trial and Demo Access.** Structify may set up free-of-charge trial or demo access for prospective customers or customers. There is no entitlement to such access.

- Service: functionality as approved by Structify; it may be restricted.
- Duration: limited to the period stated at the time of approval. Structify may terminate the access early if there is an objective reason, in particular in the event of misuse; Structify gives 14 days' notice of any early termination that is not based on misuse.
- Availability and support: the commitments under §§ 8 and 10 do not apply; Structify provides support where possible.
- Liability: § 23(4) (use free of charge).
- Data: If the Customer subsequently books a Licence Account for the same organisation, Structify converts the access on request; the data are retained. If no booking is made, § 25 applies accordingly, subject to the proviso that read-only access for export is available for 14 days after the end of the trial period.

(3) **Showroom Access.** Showroom Access is a demonstration environment with sample data that Structify provides, for example, to sales partners or prospective customers for presentations.

- Service: demonstration of the features using sample data. Showroom Access is not intended for real project, installation or personal data; the User must not enter such data there.
- Duration: until the date stated when the access is set up; Structify may terminate the access with 14 days' notice or, in the event of misuse, with immediate effect.
- Availability and support: as in paragraph 2.
- Liability: § 23(4).
- Data: Data are not transferred from the showroom to a Licence Account. Structify resets or deletes showroom content after the access ends.

(4) Individual agreements on trial or showroom access take precedence over these rules.

(5) **External Access.** The Customer may invite External Parties free of charge to its projects or installations, for example via personal invitation links, portals for contractors or clients (building owners), bidder portals, guest tickets or the viewer role in Structify Operate.

- Service: only the features that the Customer releases for the respective External Party.
- Duration: until the Customer revokes the release, completes the project or the Customer's contract ends.
- Contractual relationship: there is no paid contract between Structify and the External Party. Each External Party confirms the Terms of Use before first use.
- Liability towards the External Party: § 23(4).
- Data: content that External Parties enter into the Customer's projects or installations forms part of the Customer's data; the Data Processing Agreement and § 25 apply to it.
- The Customer must not use External Access to circumvent the booking of User Seats for persons within its own organisation.

§ 7 Scope of Services and Changes to Services

(1) The functionality owed is determined by the order and by the Service and Price Overview (Annex 2) in the version applicable at the time the contract is concluded.

(2) Structify continuously develops the Products and may change them, extend them and adapt them to the state of the art, in particular for reasons of security, stability, legal requirements and new features.

(3) Changes that restrict the agreed scope of services are only permitted if Structify has a legitimate interest in them and the core features are not materially restricted for the Customer. Structify announces such changes in Text Form at least six weeks in advance. If the Customer is materially affected by the change, it may terminate the contract with effect from the date of the change; Structify refunds, on a pro rata basis, fees already paid for the period thereafter.

(4) Features that are labelled as beta, preview or free additional features do not form part of the scope of services owed. Structify may change or discontinue them at any time.

§ 8 Availability

(1) Structify commits to an **availability of the Platform of 99.5% per calendar month**. The Platform is available if Users can log in and use the core features of Structify Web via the internet. The relevant point is the point of transfer at the exit of the data centres used by Structify.

(2) Availability is calculated as follows:

Availability in % = (minutes in the calendar month – excluded minutes – downtime minutes) ÷ (minutes in the calendar month – excluded minutes) × 100.

Structify measures availability by automatic monitoring at intervals of no more than five minutes and informs the Customer, on request, of the measured availability for the previous month.

(3) The following are excluded:

- announced maintenance work within the maintenance windows under § 9(1);
- outages due to force majeure (§ 24);
- disruptions that lie within the sphere of responsibility of the Customer or its Users, in particular affecting their devices, networks and internet connections, or that the Customer causes through use in breach of contract;
- disruptions of the public internet outside Structify's sphere of influence.

Disruptions and outages at service providers that Structify uses to provide its services (for example hosting, database, storage, email or AI providers) always count as downtime, even if they are due to force majeure at the service provider (§ 24(2)). Emergency maintenance under § 9(3) likewise counts as downtime.

(4) The commitment covers the Platform and thus the server services used by Structify Desktop, Structify Mobile and Structify Operate. It does not cover the availability of the app stores or the offline features on the devices.

(5) If the committed availability is not achieved, the Customer does **not receive a flat-rate service credit**. Its statutory rights, in particular to a reduction of fees, to damages under § 23 and to termination for good cause, remain unaffected.

(6) For restoration following a loss of data, Structify commits to the recovery times stated in the Data Processing Agreement (Annex 1, Schedule 2 No. 3): no more than two hours in the case of a partial loss and no more than eight hours in the case of a total loss, in each case from the time Structify becomes aware of it.

§ 9 Maintenance

(1) Structify carries out scheduled maintenance work within the following maintenance windows: Monday to Friday outside the hours of 07:00 to 19:00, and all day on Saturdays, Sundays and public holidays observed throughout Germany. The time applicable in Germany is decisive.

(2) Structify announces scheduled maintenance work that leads to noticeable restrictions at least 48 hours in advance in the application or by email.

(3) Emergency maintenance, in particular to avert security risks or to remedy serious disruptions, is permitted at any time without notice. Structify informs the Customer without undue delay of the reason and the expected duration.

§ 10 Support

(1) During the term of the contract, Structify provides support on questions of use and on disruptions by email to support@structify.solutions and via the contact channels in the application.

(2) Service hours are Monday to Friday from 09:00 to 17:00, excluding public holidays observed throughout Germany as well as 24 and 31 December.

(3) Structify commits to the following **initial response times** within service hours, calculated from receipt of the report:

Category	Description	Initial response
critical	The Platform cannot be used by the Customer, a core feature has failed for all Users, or a security incident is suspected.	4 service hours
normal disruption	A feature is disrupted, but use is otherwise possible.	1 working day
request	Questions on operation, requests, other matters.	2 working days

An initial response is feedback from a qualified person with an initial assessment or the next steps; it is not the solution. Structify assigns the report to a category on the basis of objective criteria; the Customer may request a higher classification.

(4) If Structify exceeds an initial response time, this does not give rise to any separate claims such as service credits or contractual penalties. The Customer's statutory rights remain unaffected.

§ 11 Terms of Use

(1) The use of the Products is additionally governed by Structify's Terms of Use. They regulate in particular the handling of access credentials, two-factor authentication, permitted use and particularities of individual Products.

(2) Every person who uses the Products confirms the Terms of Use personally before first use; this also applies to External Parties. In the event of any conflict, these Terms take precedence over the Terms of Use.

§ 12 Obligations of the Customer

(1) The Customer provides accurate and complete information when placing its order and keeps its company, contact and billing data up to date.

(2) The Customer ensures that its Users keep their access credentials secret and use the security procedures provided, in particular two-factor authentication. If misuse is suspected, the Customer informs Structify without undue delay.

(3) The Customer is responsible for the content entered by it, its Users and the External Parties it has invited. It ensures that such content is lawful and does not infringe the rights of third parties, in particular

copyrights, personality rights and data protection rights.

(4) The Customer uses the export functions regularly and, on its own responsibility, backs up data on which it also relies outside the Products. Structify's data backups remain unaffected by this.

(5) The Customer indemnifies Structify against claims by third parties asserted against Structify on account of an infringement of rights by content of the Customer, its Users or its External Parties, including reasonable costs of legal defence. This does not apply to the extent that the Customer is not responsible for the infringement.

(6) The actions of its Users are attributed to the Customer. The Customer ensures that Users and External Parties comply with the Terms of Use.

(7) Where the Customer uses Structify Operate, its statutory and regulatory obligations as operator of the installations remain unaffected. Structify Operate supports documentation; it does not replace any prescribed inspection, monitoring or notification.

§ 13 AI Features

(1) The Products contain features based on artificial intelligence, for example the assistant "KAI", voice transcription, analysis of photos and documents, suggestions for minutes and tickets and, in Structify Operate, analyses of operating data, calculations and recommendations, for example on maintenance, orders or consumption. These features provide support; they do not take decisions.

(2) AI output is generated automatically and may be incomplete or incorrect. The Customer checks it professionally before use and approves it on its own responsibility.

(3) AI features do not provide legal, tax or specialist planning advice and do not replace review by qualified professionals.

(4) AI features in Structify Operate do not issue control commands to installations and do not intervene in their operation. Recommendations only take effect once an authorised person has reviewed and approved them, for example an order. This excludes automatic notifications that Structify Operate triggers according to fixed rules without prior approval, for example when set thresholds are exceeded or in the case of unprocessed faults; they are not based on a decision by the AI and merely supplement the Customer's own monitoring (Terms of Use § 11(3)). Structify Operate is not a safety, control or alarm system within the meaning of technical or regulatory provisions. The Customer only uses it if the protective and safety devices of its installations and the prescribed monitoring operate independently of Structify Operate.

(5) The AI Transparency Statement describes which providers Structify uses for AI features and how AI output is labelled.

§ 14 Use of Data by Structify

(1) Structify processes the Customer's content only in order to provide the contractual services, in accordance with the Data Processing Agreement.

(2) **No AI training without your consent.** Structify does not use the Customer's content for training, fine-tuning or improving AI models and does not pass it on to third parties for this purpose, unless the Customer has given its express consent (opt-in). Consent is given for the entire organisation by a person with the Management role in the settings; it is switched off by default and may be withdrawn at any time with effect for the future. As long as Structify does not offer this setting, no training with the Customer's content takes place.

(3) **Anonymised usage statistics.** Structify may record which features are used, when and how (usage events with a timestamp and technical metrics, for example loading times or error codes), and aggregate this information into anonymous, consolidated statistics. The Customer's content, for example texts,

photos, documents, recordings or project and installation data, does not form part of these statistics. Structify uses the statistics to improve the Products, to safeguard operations, to plan capacity and to substantiate its own performance claims. Published statistics do not allow any conclusions to be drawn about individual customers or persons. Details are governed by § 9 of the Data Processing Agreement.

§ 15 Remuneration and Payment

(1) The remuneration is determined by the order and by the Service and Price Overview applicable at the time the contract is concluded, in particular by the number and roles of the User Seats, the modules booked and the billing period (monthly or annual). For an annual contract, Structify grants a discount on the monthly price, the amount of which is stated in the price overview.

(2) All prices are exclusive of statutory value added tax (VAT), where applicable:

- Customers established in Germany: German VAT at the statutory rate.
- Customers established in another Member State of the European Union with a valid VAT identification number: the tax liability is transferred to the Customer (reverse-charge procedure); the invoice does not show German VAT.
- Customers established in Switzerland or Liechtenstein: the place of supply is with the Customer; the invoice does not show German VAT. Any tax arising in the Customer's country is borne by the Customer.

(3) Payment is processed by the payment service provider Stripe. The Customer maintains a valid means of payment throughout the term of the contract. Structify does not receive complete card data. Structify may agree payment by invoice on an individual basis.

(4) The remuneration is payable in advance: for monthly billing at the start of each billing month, and for an annual contract at the start of each Contract Year.

(5) In the event of payment default, the Customer owes default interest in accordance with Section 288(2) BGB. Further statutory claims, in particular the lump sum under Section 288(5) BGB, remain reserved.

(6) If the Customer is in default with a substantial part of the remuneration, Structify may suspend access until payment is made, following notice in Text Form and the expiry without result of a reasonable grace period. Read-only access and export remain possible during this time. The obligation to pay remains in place.

§ 16 Price Changes

(1) Structify may change the prices with effect from the start of the next billing period: for monthly billing from the start of a billing month, and for an annual contract from the start of the next Contract Year. Price changes do not apply to periods already paid for.

(2) Structify announces a price change in Text Form **at least six weeks** before it takes effect and points out the special right of termination.

(3) In the event of a price increase, the Customer may terminate the contract, up until the increase takes effect, with effect from that date (special right of termination). If the Customer does not terminate, the contract continues at the new prices from that date.

(4) Agreed discounts, promotional prices and redeemed promotional codes apply until the end date specified when they were agreed; a price change does not affect them until then.

§ 17 Term and Termination

(1) **Monthly billing.** The contract runs for an indefinite period without a minimum term. Either party may terminate it at any time with effect from the end of the current billing month.

(2) **Annual contract.** The annual contract runs for one Contract Year. It is renewed for a further Contract Year in each case unless either party terminates it **no later than one month before the end** of the current Contract Year.

(3) The Customer declares termination via the subscription management in the application through an authorised person or in Text Form. Structify confirms the termination in Text Form.

(4) In the case of ordinary termination, Structify does not refund any remuneration for current billing periods already paid for. Fees already paid for the period after the end of the contract are refunded on a pro rata basis if the Customer effectively terminates for good cause, exercises its special right of termination under § 7(3) or under § 5 of the Data Processing Agreement, or terminates under § 26(5).

(5) The right of either party to terminate for good cause remains unaffected. Good cause exists for Structify in particular if the Customer is in default with the remuneration for two consecutive due dates, or with a not insignificant part of it for more than 30 days, or continues to breach a material contractual obligation despite a formal warning with a reasonable deadline. A formal warning is not required if it is obviously unlikely to succeed.

(6) Access in accordance with the contract remains in place until the termination takes effect. § 25 applies to the period thereafter.

§ 18 Suspension

(1) Structify may temporarily suspend, in whole or in part, the access of the Customer, of individual Users or of External Parties if there are specific indications of use that is unlawful or in breach of contract, if the use poses a threat to the security of the Platform or to the data of third parties, or if the conditions of § 15(6) are met.

(2) Structify chooses the least intrusive suitable measure and, where possible, limits the suspension to the persons or features concerned. Structify announces the suspension to the extent reasonable; where there is imminent danger, Structify informs the Customer without undue delay afterwards.

(3) The suspension is lifted as soon as the reason for it no longer applies. In the case of a justified suspension, the obligation to pay the remuneration remains in place.

§ 19 Data Protection and Processing on Behalf

(1) To the extent that Structify processes personal data on behalf of the Customer, the **Data Processing Agreement (Annex 1)** applies. It forms part of these Terms and is concluded in Text Form upon their acceptance (Article 28(9) GDPR); no separate consent is required.

(2) If the parties have concluded an individual data processing agreement, that agreement takes precedence over the Data Processing Agreement under Annex 1.

(3) The Privacy Policy describes how Structify processes personal data as a controller in its own right.

(4) The Customer remains responsible for the lawfulness of the processing it initiates, in particular for ensuring that it is permitted to transmit the data entered to Structify.

§ 20 Confidentiality

(1) The parties treat all confidential information of the other party as confidential, use it only for the performance of the contract and do not disclose it to third parties without consent. Confidential information includes in particular business and trade secrets, the Customer's content in the Products and non-public information about the Products.

(2) This does not apply to information that was lawfully known to the receiving party beforehand, that is or becomes publicly known through no action of its own, that it lawfully receives from third parties without an obligation of confidentiality or has developed itself, or that it must disclose on the basis of a statutory, regulatory or judicial order. In the latter case, it informs the other party to the extent legally permissible.

(3) **Sales partners.** If the Customer was referred by one of Structify's sales partners, because the Customer entered or named that partner's partner code or because the sales partner had previously registered the Customer as a prospective customer, Structify may disclose to that sales partner the information required for attribution and commission settlement: the Customer's company name, the booking date, the type and number of User Seats, modules and packages booked with their billing periods, the period for which the sales partner receives a commission, and the net fees collected, including subsequent adjustments. If attribution is ruled out, Structify discloses only the reason and, on request, the date and type of the relevant contract or contact. Structify does not disclose the Customer's content or the names and contact details of Users. The sales partner is bound to confidentiality towards Structify. The Customer's price does not change as a result of the referral. The current list of sales partners is available at structify.solutions/rechtliches.

(4) The confidentiality obligations apply during the contract and for three years thereafter. Further statutory protection, in particular under the German Trade Secrets Act (GeschGehG), remains unaffected.

§ 21 Reference Listing

(1) Structify may name the Customer as a reference, namely with its company name and logo on the website, in presentations and in customer lists. For this purpose, the Customer grants Structify the simple (non-exclusive), royalty-free right to use its logo to this extent.

(2) Structify publishes the Customer's content, quotations, case studies or statements on results only with the Customer's separate consent in Text Form.

(3) The Customer may object to the reference listing at any time without giving reasons, in the settings of the application or in Text Form. Structify then removes the listing from the website and from future presentations and materials within 30 days. Structify may use up materials that have already been printed.

(4) Individual agreements and non-disclosure agreements that exclude a reference listing or regulate it differently take precedence.

§ 22 Warranty

(1) The statutory provisions on rental agreements (Mietrecht) apply to defects in the Products, unless otherwise provided in this section.

(2) The Customer notifies defects in Text Form without undue delay after discovering them and describes them as precisely as is possible and reasonable for it. It supports Structify in the analysis to a reasonable extent.

(3) Structify remedies defects that more than insignificantly impair use in accordance with the contract within a reasonable period. Structify may initially provide a reasonable workaround if the actual remedy follows within a reasonable time.

(4) Strict liability (liability irrespective of fault) for defects that already existed at the time the contract was concluded (Section 536a(1), first alternative, BGB) is excluded. Liability in the event of fault is governed by § 23.

(5) Product descriptions and presentations do not constitute guarantees. A guarantee exists only if Structify expressly designates it as a guarantee in Text Form.

§ 23 Liability

(1) Structify is liable without limitation

- in the event of intent and gross negligence,
- for damage arising from injury to life, body or health,
- under the German Product Liability Act (ProdHaftG),
- to the extent of any guarantee assumed, and
- in the event of fraudulent concealment of a defect.

(2) In the event of slight negligence, Structify is liable only for the breach of material contractual obligations. Material obligations are those whose fulfilment makes the proper performance of the contract possible in the first place and on whose observance the Customer may regularly rely. In this case, liability is limited to the typical damage foreseeable at the time the contract was concluded, namely, per event giving rise to the damage, **to the remuneration that the Customer paid to Structify in the twelve months preceding that event, but at least EUR 5,000.**

(3) Otherwise, liability for slight negligence is excluded.

(4) **Use free of charge.** In the case of Trial and Demo Access, Showroom Access and External Access, Structify is liable towards the respective User only in accordance with paragraph 1. For the slightly negligent breach of a material contractual obligation, paragraph 2 applies with the minimum amount of EUR 5,000.

(5) In the event of slight negligence, Structify is liable for the loss of data only in the amount of the effort that would have been required for restoration had the data been backed up properly. This does not apply to the extent that Structify has failed to carry out its own data backups as owed. Structify is not liable in the event of slight negligence for data that are stored exclusively locally on a device and have not yet been transferred to the Platform (for example offline entries in Structify Mobile).

(6) These liability rules also apply in favour of Structify's officers, employees and vicarious agents.

(7) Mandatory statutory liability remains unaffected.

§ 24 Force Majeure

(1) Neither party is responsible for failures of performance that are due to force majeure, that is, to extraordinary events outside its sphere of influence that cannot be averted even by exercising reasonable care. These include in particular natural disasters, war, terrorism, epidemics, orders by public authorities, industrial action in third-party businesses, large-scale outages of public power or telecommunications networks, and attacks on the party's own IT systems that could not be prevented despite reasonable protective measures.

(2) **The following do not constitute force majeure:** disruptions, outages and deficiencies in performance of the service providers that Structify uses to provide its services, in particular the hosting, database, storage, email and AI providers, for whatever reason, even if they are due to force majeure at the service provider itself. They count as downtime for the purposes of availability under § 8. Structify's liability in this respect is governed by § 23.

(3) The affected party informs the other party without undue delay of the start and expected duration. The obligations to perform are suspended for the duration and to the extent of the effects.

(4) If the force majeure lasts longer than six weeks and it is unreasonable to continue to be bound by the contract, either party may terminate for good cause.

§ 25 End of the Contract and Data

- (1) During the term of the contract, the Customer may download its data at any time via the export functions in common, machine-readable formats.
- (2) **30 days of read-only access.** After the end of the contract, all of the Customer's previous Users retain read-only access for 30 days in order to view and export data. No new content can be created during this period.
- (3) After the 30 days have expired, Structify deletes the Customer's data. Structify deletes it earlier on the Customer's instruction. Deletions take effect in the backup copies as these expire, at the latest after six months; until then, the data are protected against any further use.
- (4) Structify retains data that it is required to retain on the basis of statutory retention obligations, in particular under commercial and tax law, until the respective period has expired and deletes them thereafter.
- (5) The right of data subjects to data portability under Article 20 GDPR remains unaffected.

§ 26 Amendments to these Contract Terms

- (1) Structify may propose to the Customer amendments to these Terms, to the Data Processing Agreement and to the Terms of Use with effect for the future if there is an objective reason for doing so, for example a change in the legal situation, new products or features, or reasons of security. All documents then receive a common new version number.
- (2) Structify communicates the amendments in Text Form, states the material amendments and makes the new version available at structify.solutions/rechtliches. Consent is obtained the next time a person authorised to represent the Customer logs in to the application. The time, the version and the person acting are logged.
- (3) An amendment takes effect as soon as the Customer consents to it. Amendments that are exclusively advantageous to the Customer, for example additional features at no extra charge, take effect as soon as they are announced.
- (4) **Transition period.** From the first presentation of the new version, the Customer may continue to use the Products without restriction for 14 days. If the Customer does not consent within this period, only the following features are available until consent or termination: reading the data, export, termination and the account security pages (profile, password, two-factor authentication). These features are also available at any time without consent. For the duration of the restriction, the Customer does not owe any remuneration; Structify offsets fees already paid for this period against the next payment or refunds them.
- (5) Instead of consenting, the Customer may terminate the contract, either with immediate effect or as of a later date of its choosing, at the latest as of the end of the current billing period or, in the case of an annual contract, of the current Contract Year. Until the end of the contract, the previous version applies to the Customer; the restriction under paragraph 4 ceases to apply as soon as notice of termination has been given. Structify refunds, on a pro rata basis, fees already paid for the period after the end of the contract; this also applies to an annual contract.
- (6) **Transition from Version 1.0.** For Customers whose contract was concluded before 1 November 2026 on the basis of Version 1.0, Version 1.0 continues to apply unchanged until the Customer consents to Version 2.0 or the contract ends. Structify presents Version 2.0 to these Customers for consent; no restriction under paragraph 4 applies in this case. Contracts concluded on or after 1 November 2026 are subject to Version 2.0. Paragraphs 1 to 5 apply to all future amendments from Version 2.0 onwards.

§ 27 Order of Precedence

In the event of any conflict, the contractual documents apply in the following order:

- 1. individual agreements between Structify and the Customer (Section 305b BGB);
- 2. the Data Processing Agreement (Annex 1) in all matters of data protection;
- 3. these Terms;
- 4. the Terms of Use;
- 5. the Service and Price Overview (Annex 2).

§ 28 Final Provisions

(1) Amendments and additions to the contract require at least Text Form; this also applies to any waiver of the Text Form requirement. The precedence of individual agreements remains unaffected.

(2) The Customer may only set off claims that are undisputed, have been finally determined by a court or are ready for decision. A right of retention exists only in respect of claims arising from the same contractual relationship.

(3) The Customer may assign rights under the contract only with Structify's prior consent; Section 354a of the German Commercial Code (HGB) remains unaffected.

(4) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This also applies to Customers established in Austria, Switzerland or Liechtenstein. Mandatory provisions of the law of the Customer's place of establishment that cannot be derogated from by agreement remain unaffected.

(5) The exclusive place of jurisdiction for all disputes arising from or in connection with the contract is Nuremberg, Germany, if the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, or is established outside Germany. For Customers established in the European Union, this applies in accordance with Article 25 of Regulation (EU) No 1215/2012, and for Customers established in Switzerland in accordance with Article 23 of the Lugano Convention. Structify may also bring an action against the Customer at the Customer's general place of jurisdiction.

(6) These Terms are available in German and English. In the event of any discrepancy, the German version prevails.

(7) If any provision is invalid, the remaining provisions remain valid. The invalid provision is replaced by the statutory provisions (Section 306(2) BGB).

Annex 1 – Data Processing Agreement

The Data Processing Agreement is a separate document bearing the same version number (structify.solutions/rechtliches/avv). It forms part of these Terms.

Annex 2 – Service and Price Overview

The Service and Price Overview describes, for each Product, the features, the roles of the User Seats, the bookable modules and packages, the prices, the discount for an annual contract and the services for External Access. The version that was displayed at structify.solutions/preise and in the ordering process at the time the contract was concluded is authoritative; Structify archives each version with its date at structify.solutions/rechtliches.

Data Processing Agreement

Annex 1 to the General Terms and Conditions of Structify Solutions UG (haftungsbeschränkt)

Version 2.0 · valid from 1 November 2026

The German version prevails.

Preamble – Parties and Conclusion

(1) This Data Processing Agreement (DPA) applies between the Customer as controller within the meaning of Article 4(7) GDPR (the "Controller") and Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg, Germany, Local Court (Amtsgericht) of Nuremberg HRB 46012, as processor within the meaning of Article 4(8) GDPR ("Structify").

(2) The Controller is an entrepreneur (Unternehmer) within the meaning of Section 14 of the German Civil Code (BGB) or a legal entity under public law.

(3) This DPA is an annex to and forms part of Structify's General Terms and Conditions (the "Terms"). It is concluded in Text Form upon their acceptance by a person authorised to represent the Controller; this electronic format satisfies Article 28(9) GDPR. A separate signature is not required. Structify logs the time and the version of the acceptance. The DPA can be accessed and saved at any time at structify.solutions/rechtliches/avv.

(4) If the parties have concluded an individual data processing agreement, that agreement takes precedence (§ 11).

§ 1 Subject Matter and Duration

(1) The subject matter is the processing of personal data on behalf of the Controller in the provision of the products Structify Web, Structify Desktop, Structify Mobile and Structify Operate and of the underlying platform (together the "Platform") under the contract that the parties have concluded on the basis of the Terms (the "Main Agreement").

(2) The DPA begins with the Main Agreement and ends with it, without the need for termination. Obligations relating to erasure, return and confidentiality continue to apply after the end of the contract.

§ 2 Nature, Purpose and Place of Processing

(1) The nature and purpose of the processing, the types of data and the categories of data subjects are described for each product in Schedule 1 to this DPA.

(2) Hosting and storage of the Platform data take place in Germany (EU). For AI analyses (voice, text, images), Structify uses US providers (OpenAI, Anthropic); further service providers with a third-country connection are listed in Schedule 3. Transfers to third countries take place only in accordance with § 8.

§ 3 Obligations of Structify (Article 28(3) GDPR)

Structify

a) processes personal data only on documented instructions from the Controller, including with regard to transfers to third countries, unless Structify is required to process them by Union or Member State law; in such a case, Structify informs the Controller of that legal requirement beforehand, unless that law prohibits it. If Structify considers an instruction to be unlawful, Structify informs the Controller without undue delay and may suspend its execution until it is confirmed or amended;

b) ensures that all persons authorised to process the data have committed themselves to confidentiality or

- are under a statutory obligation of confidentiality, including after the end of their activity;
- c) takes all technical and organisational measures required under Article 32 GDPR in accordance with Schedule 2 and develops them further in line with the state of the art, without falling below the agreed level of protection;
- d) complies with the conditions for sub-processors under § 5;
- e) assists the Controller by appropriate measures in responding to requests from data subjects (Articles 12 to 23 GDPR), in particular through access, rectification, erasure and export functions, and forwards requests received by Structify to the Controller without undue delay;
- f) assists the Controller with the obligations under Articles 32 to 36 GDPR, in particular with notifications of personal data breaches, communication to data subjects, data protection impact assessments and prior consultations;
- g) after the end of the provision of services, deletes all personal data or makes them available for export, unless there is an obligation to store them (§ 10);
- h) makes available all information necessary to demonstrate compliance with the obligations under Article 28 GDPR and allows for audits in accordance with § 7.

§ 4 Instructions

- (1) This DPA and the Main Agreement constitute the documented instructions. The use of the Platform features in accordance with the contract by the Controller, its users and the external parties it has invited is deemed an instruction for the corresponding processing. This also covers transfers that the Controller initiates itself, for example to calendar or storage services in its own accounts, to project participants or by email. This also applies to the map display of the location where photos were taken: the map section from the OpenStreetMap Foundation is only loaded when a user expressly requests it („Karte laden“ ("Load map")); the user's browser then retrieves the map directly from the OpenStreetMap Foundation, which acts as an independent controller in doing so and is not a sub-processor.
- (2) The Controller is responsible for the lawfulness of the processing and for the rights of the data subjects. This includes informing data subjects, for example where employees or third parties are captured in photos or voice recordings or where location data relating to recordings are stored.
- (3) The Controller issues individual instructions in Text Form, for example by email to support@structify.solutions; it confirms oral instructions in Text Form without undue delay. The persons authorised to issue instructions are the Controller's legal representatives, the persons designated by them in Text Form and the users with the Management role.
- (4) If an individual instruction requires services beyond the contractual scope, Structify may demand reasonable remuneration for the additional effort, provided that Structify points this out in advance.

§ 5 Sub-processors

- (1) The Controller grants Structify general authorisation to engage other processors (sub-processors) (Article 28(2) GDPR). The sub-processors engaged are listed in Schedule 3; the current list is available at structify.solutions/rechtliches.
- (2) **Prior information.** Structify informs the Controller in Text Form **at least 30 days in advance** of any intended addition or replacement of a sub-processor. The information states the name, registered office, service, data location and the basis of any third-country transfer.
- (3) **Objection.** The Controller may object to the change in Text Form **within 14 days of receipt** of the information for an important reason relating to data protection. If the Controller does not object in due time, the change is deemed approved; Structify points out the deadline and this consequence in the information.

(4) If the Controller objects with justification, the parties seek an amicable solution, for example that the new sub-processor is not used for this Controller. If this is not successful, the Controller may terminate the Main Agreement with effect from the date of the change; Structify refunds, on a pro rata basis, fees already paid for the period thereafter.

(5) **Urgent cases.** If Structify has to replace a sub-processor at short notice because the sub-processor discontinues its service or there is a significant security risk, the period under paragraph 2 may be shorter. Structify then informs the Controller without undue delay; the right of objection and termination under paragraphs 3 and 4 remains in place.

(6) Structify imposes on each sub-processor by contract the same data protection obligations as set out in this DPA (Article 28(4) GDPR) and is liable to the Controller for their compliance.

§ 6 Notification of Personal Data Breaches

(1) Structify notifies the Controller of any breach of the security of the data processed on its behalf without undue delay after becoming aware of it. The notification contains, where available, the information under Article 33(3) GDPR; Structify provides any missing information in phases without undue further delay.

(2) Structify assists the Controller with the obligations under Articles 33 and 34 GDPR and documents every breach. The assessment of the notification obligation, the notification to the supervisory authority and the communication to data subjects are the responsibility of the Controller.

§ 7 Audits

(1) The Controller may satisfy itself of compliance with this DPA before the start of and during the processing. Structify provides evidence primarily by means of current self-assessments, reports from independent bodies, where available, and evidence from the sub-processors.

(2) Where necessary, Structify allows on-site inspections by the Controller or by an auditor bound to confidentiality who is not a competitor of Structify, after reasonable notice in Text Form, during normal business hours, without disproportionate disruption and while safeguarding trade secrets and the data of other customers.

(3) Each party bears its own costs. For audits without specific cause that take place more than once per calendar year, Structify may demand reasonable remuneration; audits for a specific cause remain unaffected.

§ 8 Transfers to Third Countries

(1) Hosting and storage of the Platform data take place in Germany (EU): the database and the file storage in the data centre in Frankfurt am Main, and the encrypted backup copies in the data centre in Falkenstein.

(2) A transfer to a country outside the EU and the European Economic Area (third country) takes place only if the conditions of Articles 44 et seq. GDPR are met. The basis for all sub-processors with a third-country connection is the **standard contractual clauses adopted by the European Commission** under Article 46(2)

(c) GDPR (Commission Implementing Decision (EU) 2021/914), **Module Three** (transfer from processor to processor). Structify is the data exporter, and the respective sub-processor is the data importer. Structify passes on the Controller's instructions to the sub-processor.

(3) If a sub-processor is certified under the EU-U.S. Data Privacy Framework (adequacy decision (EU) 2023/1795), Schedule 3 states this in addition. The certification does not replace the standard contractual clauses; if it ceases to apply, the standard contractual clauses remain authoritative. Structify checks the information in the official register at least once a year.

(4) For each sub-processor with a third-country connection, Structify has assessed the consequences of the transfer (Clause 14 of the standard contractual clauses) and has laid down supplementary measures, in particular transport encryption, the contractual exclusion of training AI models with content, the limitation of the storage period at the sub-processor, the selection of a processing region in the EU where available, and data minimisation. The assessment is reviewed at least once a year and in the event of material changes.

(5) On request, the Controller receives a copy of the standard contractual clauses and a summary of the assessment; trade secrets and security details may be redacted.

§ 9 No AI Training, Anonymised Statistics

(1) Structify has contractually agreed with all AI providers that they will not use the Controller's content for training AI models.

(2) Structify itself does not use the Controller's content for training AI models unless the Controller has given its express consent in accordance with § 14(2) of the Terms. Such consent is an instruction within the meaning of § 4; it may be withdrawn at any time.

(3) **Anonymised usage statistics.** The Controller instructs Structify to aggregate usage events (which feature was used and when, timestamps and technical metrics), without content, into anonymous, consolidated statistics. Structify may use these anonymous statistics for its own purposes, namely to improve the products, to safeguard operations, to plan capacity and to substantiate its own performance claims. Anonymisation is carried out in such a way that a link to a person and a link to the individual Controller can no longer be established; raw data containing personal data are deleted after aggregation, at the latest after 90 days. Once anonymised, the statistics are no longer subject to this DPA.

§ 10 Term, End of the Contract and Erasure

(1) After the end of the Main Agreement, the Controller's previous users have **read-only access for 30 days** in order to view and export data (§ 25 of the Terms). Export in common, machine-readable formats constitutes the return of the data within the meaning of Article 28(3)(g) GDPR. The Controller may request a different form of return against reimbursement of the effort involved.

(2) After the 30 days have expired, Structify erases all personal data processed on behalf of the Controller. Structify erases them earlier on instruction. On request, Structify confirms the erasure in Text Form.

(3) Data are not removed individually from backup copies. They expire with the respective backup state, in the database after six months at the latest and in the file storage after 90 days (Schedule 2 No. 3), and are protected against any further processing until then. The confirmation of erasure points this out.

(4) Structify restricts the processing of data that it is required to retain under Union or Member State law and erases them once the retention period has expired.

(5) The confidentiality obligations continue to apply after the end of the contract.

§ 11 Liability and Order of Precedence

(1) Article 82 GDPR applies to liability towards data subjects. As between the parties, each party is liable for the part of the damage that is attributable to its breach of the GDPR or of this DPA. Otherwise, the liability provisions of the Terms apply, unless mandatory law provides otherwise.

(2) In matters of data protection, this DPA takes precedence over the Terms, the Terms of Use and any other agreements. An individual data processing agreement between the parties takes precedence over this DPA. Mandatory law, in particular the GDPR, takes precedence over all contractual provisions.

§ 12 Controllers in Switzerland

If the Controller is established in Switzerland or the processing is subject to the Swiss Federal Act on Data Protection (FADP), the following applies in addition:

- a) References to the GDPR include the corresponding provisions of the FADP.
- b) The competent supervisory authority for processing under the FADP is the Federal Data Protection and Information Commissioner (FDPIC).
- c) Under Swiss law, Germany and the EU are deemed to be states with an adequate level of data protection. For transfers to third countries, the standard contractual clauses under § 8 apply with the adaptations for Switzerland recognised by the FDPIC.
- d) The term "Member State" in the standard contractual clauses includes Switzerland, so that data subjects habitually resident in Switzerland can enforce their rights there.

For Controllers in Liechtenstein, the GDPR applies directly; the competent authority is the Data Protection Authority of Liechtenstein (Datenschutzstelle Liechtenstein).

§ 13 Final Provisions

- (1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods, including for Controllers established in Austria, Switzerland or Liechtenstein; mandatory data protection law at the Controller's place of establishment remains unaffected.
- (2) Amendments to this DPA are made in accordance with the procedure for amendments to the Terms (§ 26 of the Terms). In addition, § 5 applies to new or replaced sub-processors.
- (3) This DPA is available in German and English; in the event of any discrepancy, the German version prevails.
- (4) If any provision is invalid, the remaining provisions remain valid; the invalid provision is replaced by the statutory provisions, in particular the GDPR.

Schedule 1 – Description of the Processing by Product

A. Common to all products

Nature of the processing: collection, recording, organisation, storage, adaptation, retrieval, consultation, use, disclosure by transmission to recipients designated by the Controller, alignment, restriction, erasure.

Categories of data subjects:

- employees and other users of the Controller;
- external parties invited by the Controller (for example contractors, subcontractors, clients (building owners), bidders, specialist planners, viewers);
- contact persons of clients, public authorities, suppliers and service providers;
- persons captured in photos, videos or voice recordings or named in documents.

General types of data: master data of users (name, email address, role, function), contact details of participants, communication and minutes content, usage and log data (login times, IP addresses in the case of security events, technical logs).

B. Structify Web and Structify Desktop

Purpose: project management and project documentation for planning and construction, in particular project and task organisation, contact and customer management (CRM), tickets, defects and acceptance inspections, drawing and document management, construction diary and site documentation with photo,

video and audio recordings and their transcription, walkable 3D tours generated from site inspection videos, tendering and contract award including a bidder portal, appointments and calendars, time recording, fee calculation, invoicing and dunning, sending of emails and notifications, electronic signature, interfaces (API, MCP, CLI, webhooks, calendar feeds) and AI-supported features (assistant "KAI", analyses, suggestions).

Additional types of data: project, construction and defect data; photo, video and audio material and transcripts; location information for photos, where available; drawing and document content; bid and tender data of bidders; billing and fee data relating to individuals; signature data of the signatories.

Structify Desktop accesses the same data as Structify Web; locally, the desktop app stores only session data (the login encrypted in the operating system's keychain), settings and, temporarily, incomplete entries such as drafts and technical information on uploads not yet completed.

C. Structify Mobile

Purpose: data capture on the construction site and at installations (site inspections, voice notes, dictations, photos, tickets, defects, acceptance inspections, site measurements), synchronisation with the Platform, analysis by AI features, login by device pairing.

Additional types of data: photos including metadata (time of capture, device model, location, where enabled); voice recordings and transcripts; location at the time of a recording (only where enabled, not in the background); device identifier as a hash value, platform designation and times of pairing.

Particularity: Data captured without a network connection are held locally on the device by the app until they are transferred and are deleted after successful transfer. Local data are subject to the protection of the device; Structify does not back them up.

D. Structify Operate

Purpose: digital operations log for operators of technical installations, for example heating plants, heating networks, biomass and utility plants: operating and log entries, maintenance and deadlines, faults and tickets, input materials, deliveries and orders, components with installation and replacement history, meter readings and measured values, evidence, reports and audit exports, notifications of deadlines and anomalies, the roles Admin, Standard User and Viewer, and AI-supported features (assistant "KAI", analyses of operating and measurement data, calculations, recommendations, for example on maintenance, orders and consumption, reports, text recognition from photos of meters, delivery notes and invoices, transcription of voice notes and shift handovers).

Additional types of data: names and roles of the persons who create, review or approve entries, with timestamps; information on on-call duty and notification settings (name, email address, telephone number, selected types of notification); shift log and handover content; information on maintenance and inspection service providers and suppliers and their contact persons (for example supplier, vehicle, quantity, time); photos and documents relating to installations, faults, deliveries and invoices; voice recordings and transcripts.

Particularity: Structify Operate runs on the same platform as the other products (database and file storage in Frankfurt am Main, § 8(1)). The AI features use the AI providers listed in Schedule 3 (Anthropic; for transcription, OpenAI). Structify Operate does not issue control commands to installations and does not intervene in their operation; recommendations of the AI are only implemented after review and approval by an authorised person. This excludes automatic notifications according to fixed rules, for example when set thresholds are exceeded or in the case of unprocessed faults: in such cases, Structify Operate creates tickets without prior approval, marks them as „eskaliert“ ("escalated") and notifies the persons entered for this purpose by the Controller in the application and by email; the AI merely formulates explanations and

message texts and does not decide whether a notification is triggered. Viewers have read-only access to the extent released by the Admin.

Schedule 2 – Technical and Organisational Measures (Article 32 GDPR)

Structify takes in particular the following measures and develops them further in line with the state of the art.

1. Confidentiality

- **Physical access:** operation exclusively in data centres of the providers listed in Schedule 3 with physical access control (Frankfurt am Main, Falkenstein); Structify does not operate its own server rooms.
- **System access:** login only after authentication. Two-factor authentication is mandatory for the Controller's user accounts (one-time codes in accordance with TOTP or security keys and passkeys in accordance with the WebAuthn standard). Exempt are test and demo accounts until the end of the test phase and a review account with fictitious data for app store review. The two accounts of Structify's platform administration log in without a second factor; every login is logged on the server side and reported to the administrators; permanent device trust requires a second factor. Protection of the login against automated attacks. Device pairing by a QR code that can be redeemed only once (valid for 5 minutes); device trust for at most 30 days, for test and demo accounts at most until the end of the test phase, revocable at any time.
- **Data access:** tenant separation at database level (Row Level Security): each organisation sees only its own data; role-based authorisation concept within the organisation; access only for project members; administrative access by Structify only on a need-to-know basis and logged.
- **Separation:** separate processing of test, showroom and production data through separate organisations.

2. Integrity

- **Input control:** logging of security-relevant operations; immutable audit logs for operations relevant to billing and retention.
- **Transfer control:** transmission only via encrypted connections (TLS); connection of external services only via authenticated interfaces.

3. Availability, Resilience and Restoration

- Operation of the database in the data centre in Frankfurt am Main.
- Backup of the database every hour; tiered retention: hourly backup states for 48 hours, daily for 35 days, weekly for 12 weeks, monthly for 6 months. File storage is mirrored every hour; deleted or overwritten files are retained for 90 days.
- In addition, the hosting provider of the database creates its own backup every day and retains it for seven days.
- Restoration is made to an existing backup state, as a rule the most recent hourly one. Point-in-time restoration to any given minute is not offered.
- Second, separate backup location in the data centre in Falkenstein (Hetzner Online GmbH): the backups are created on a server managed by Structify (access only by SSH key, firewall, automatic security updates) and stored in encrypted form (database: BorgBackup with AES; file storage: rclone crypt with AES, including file and folder names). Only encrypted data are held in the storage; the keys remain with Structify. In addition, daily snapshots of the backup storage.
- Weekly automatic check of the backups for completeness and readability; automatic alerting of the management in the event of missing or failed runs.

- Restore tests every quarter; first tests on 26 and 27 September 2026 with complete restoration of the database and the file storage into an isolated environment.
- **Recovery times (committed, from becoming aware of the loss):** partial loss (individual records, tables, files) no more than 2 hours; total loss (database or provider account) no more than 8 hours until the Platform can be used again in a web browser. Target maximum data loss: one hour. Excluded are apps distributed via app stores that, following a total loss, require a new version to be reviewed by the store operator, as well as periods during which an infrastructure provider is itself unavailable on a large scale.
- Deletions take effect in backup copies as these expire (at the latest after six months); in the event of a restoration, previously deleted data are not reactivated.

4. Encryption

- Transport encryption (TLS) for all connections.
- Encryption of stored data at the hosting providers.

5. Review and Further Development

- regular internal security reviews, in particular of the access rules and tenant separation;
- automated checks that verify central security requirements (including access rules at database level) before every release;
- adjustment of the measures on the basis of the results.

6. Sub-processors

- selection according to the level of data protection and security; contracts in accordance with Article 28 GDPR; in the case of a third-country connection, standard contractual clauses and an assessment of the consequences of the transfer (§ 8); contractual exclusion of AI training for AI providers.

Schedule 3 – Sub-processors

Basis for transfers. To the extent that a sub-processor listed below processes data in a third country or access from a third country cannot be ruled out, Structify bases the transfer on the standard contractual clauses adopted by the European Commission (Commission Implementing Decision (EU) 2021/914), **Module Three** (Structify as processor to the sub-processor), with a documented assessment of the consequences of the transfer (§ 8). Certification under the EU-U.S. Data Privacy Framework is stated in addition for all certified providers; the basis remains the standard contractual clauses and the assessment. Status of review: 30 September 2026. Processing for which Structify itself is the controller (for example the website, protection of the login, embedded content, approaching potential customers) is not processing on behalf of the Controller; such processing and the standard contractual clauses applicable to it (Module Two) are described in the Privacy Policy.

Engaged on a permanent basis

Sub-processor	Service	Data location	Third country and basis
Supabase Pte. Ltd., Singapore	database, authentication, file storage, server functions (hosting of the Platform data)	Frankfurt am Main, Germany	Contracting party in Singapore; support or group access from Singapore or the USA cannot be ruled out. SCC Module Three; no DPF

Sub-processor	Service	Data location	Third country and basis
Vercel Inc., USA	hosting and delivery of the web application	delivery via Frankfurt am Main; processing also possible in the USA	USA. SCC Module Three; additionally DPF-certified
Hetzner Online GmbH, Gunzenhausen, Germany	data backup: creation and storage of exclusively encrypted backup copies	Falkenstein, Germany	no third country
Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited)	AI analysis of text, images and documents, assistant "KAI", suggestions; in Structify Operate additionally analyses, calculations and recommendations	USA	USA. SCC Module Three; no DPF
OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.)	transcription of voice recordings, including in Structify Operate	USA	USA. SCC Module Three; no DPF
Plus Five Five, Inc. ("Resend"), USA	sending of system and notification emails	USA	USA. SCC Module Three; additionally DPF-certified
RunPod, Inc., USA	computing power for walkable 3D tours generated from site inspection videos; persons depicted are automatically made unrecognisable beforehand	EU region of the Secure Cloud	US legal entity. SCC Module Three; no DPF
Oneflow AB, Stockholm, Sweden	electronic signature of documents, including the data of the signatories	EU (Ireland, backup in Sweden)	no third country
IONOS SE, Montabaur, Germany	Structify's email mailboxes for communication with customers, for example support by email	Germany	no third country

Only when the respective feature is used

Sub-processor	Service	Data location	Third country and basis
Cal.com, Inc., USA	booking of appointments for meetings with Structify from within the application	USA	USA. SCC Module Three; no DPF

Not sub-processors

- **Stripe** (Stripe Payments Europe, Ltd., Ireland) processes payments as an independent controller. Card data are not stored in the Platform.
- Services that the Controller connects itself and to which it transmits data into **its own accounts** (for example calendar services or its own code and storage repositories) do not act as sub-processors of Structify; the transfer takes place on the Controller's instructions (§ 4(1)).
- Services for which Structify itself is the controller (for example the help voice assistant in the help section of the application, which serves Structify's support, and, where used, the protection of the login page against automated attacks) are described in the Privacy Policy; Module Two of the standard contractual clauses applies there to transfers to third countries.

Changes to this list are made in accordance with § 5. The current version is available at structify.solutions/rechtliches.

Terms of Use

Structify Solutions UG (haftungsbeschränkt)

Version 2.0 · valid from 1 November 2026

The German version prevails.

These Terms of Use apply to every person who uses a Structify product. Please read them before you log in for the first time. You confirm them personally; your confirmation is stored together with the time and the version.

§ 1 Scope and relationship to the General Terms and Conditions

(1) These Terms of Use govern the use of the products Structify Web, Structify Desktop, Structify Mobile and Structify Operate and of the underlying platform (together the "Platform") of Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg, Germany, registered with the Local Court (Amtsgericht) of Nuremberg under HRB 46012 ("Structify").

(2) They apply to every person with access to the Platform ("you" or "User"), in particular to

- employees and other Users of a Structify Customer,
- External Parties whom a Customer invites to its projects or installations free of charge, such as contractors, subcontractors, clients (building owners), bidders, specialist planners and Viewers in Structify Operate,
- Users of Trial and Demo Access and of Showroom Access.

(3) The contract for the use of the Platform is concluded between Structify and the Customer that grants you access. That contract is governed by Structify's General Terms and Conditions (the "Terms"); in the event of any conflict, the Terms prevail over these Terms of Use. The Platform is aimed exclusively at businesses, not at consumers.

§ 2 Account, access credentials and login

(1) Your access is personal. Only you may use your account. Do not pass on your access credentials, not even within your company.

(2) Choose a secure password that you do not use anywhere else, and keep it secret.

(3) **Two-factor authentication** is mandatory for user accounts; exempt are test and demo accounts until the end of the test phase, a review account with fictitious data for app store review and the two logged accounts of the platform administration. The available second factors are one-time codes from an authenticator app (TOTP) and security keys or passkeys based on the WebAuthn standard. Set up your second factor when you log in for the first time. If you have access neither to your second factor nor to your recovery codes, Structify will reset your second factor upon your request to support@structify.solutions. Before doing so, Structify verifies your identity, among other things by calling back on an independently known telephone number of your company; the reset is approved jointly by two persons at Structify (four-eyes principle). Structify will respond within 1 working day of receiving your request and will reset the second factor within 1 working day of successful identity verification; the service hours under § 10(2) of the Terms apply.

(4) You can pair Structify Mobile with a logged-in session of Structify Web by scanning a QR code there; the QR code can be redeemed only once and is valid for 5 minutes. A pairing is valid for at most 30 days,

for test and demo accounts at most until the end of the test phase. You can revoke paired devices at any time in the settings under Security; changing your password ends all pairings.

(5) If you suspect that access credentials or a second factor have become known to others or that your account is being misused, inform Structify at support@structify.solutions and your Customer administrator without undue delay, change your password and renew your second factor.

§ 3 Roles, User Seats and External Access

(1) The range of functions depends on the role assigned to you by the Customer and on the Platform's authorisation concept. Not every role includes every function.

(2) A User Seat belongs to one person. Several persons may not use one User Seat, whether simultaneously or in turns. Any other circumvention of the licensing model is also prohibited, for example using someone else's account with more extensive rights.

(3) External Access is not a User Seat. It provides only the functions released by the Customer and may not be used to save User Seats for persons from the Customer's own company.

§ 4 Intended use

(1) The Platform supports businesses that plan, build and operate installations in their own projects and installations, for example in project organisation, documentation, tickets and defects, collaboration with project participants, tendering and contract award, fees and invoicing, and in the digital operations log. Use the Platform only to the extent agreed in the contract and for lawful purposes.

(2) It is not permitted to make access available to unauthorised third parties or to use the Platform to provide services to third parties outside the licensing model (service bureau). Involving project participants through the functions provided for this purpose remains permitted.

§ 5 Prohibited acts and security vulnerabilities

(1) In particular, it is prohibited

- a) to circumvent security precautions, access controls or the separation between Customers, or to access or attempt to access data of other organisations;
- b) to reverse engineer, decompile or disassemble the software, unless mandatory law permits this (Sections 69d and 69e of the German Copyright Act (UrhG));
- c) to extract content by automated mass queries outside the interfaces provided (scraping, crawling);
- d) to overload or disrupt the Platform through excessive or abusive access;
- e) to introduce or distribute malware;
- f) to upload or distribute unlawful content;
- g) to exploit security vulnerabilities or make them accessible to third parties.

(2) Please report any security vulnerability you discover to support@structify.solutions without undue delay. Statutory rights to report to and disclose information to authorities remain unaffected.

§ 6 Interfaces

(1) Where Structify provides interfaces, such as the REST API, the MCP server, the command-line interface (CLI), webhooks or calendar feeds, you may use them only with valid access credentials assigned to the Customer and within the scope of the contract. Keys, access tokens and feed addresses are as confidential as a password.

(2) Reasonable quotas and rate limits (fair use) apply to interfaces. Structify may set and adjust technical limits insofar as this is necessary for stability and security and use in accordance with the contract remains

possible.

§ 7 Content and uploads

- (1) The Customer on whose behalf you act is responsible for the content you upload, such as plans, photos, documents, recordings, project data and installation data. Only upload content that you are entitled to use and that does not infringe the rights of third parties.
- (2) If photos, videos or voice recordings capture other persons, make sure that the recording is permitted and that the persons are informed where necessary. Inform those present before making a voice recording.
- (3) Storage space is intended for work on projects and installations. There is no entitlement to unlimited storage space for a use that is obviously outside the scope of the contract, for example as a general archive.
- (4) Structify accepts notices of unlawful content at support@structify.solutions. Where there are specific indications of unlawful content, Structify may block or remove it and will inform the Customer, insofar as legally permissible.

§ 8 AI features

- (1) The Platform contains AI features, such as the assistant "KAI", transcription of voice recordings, analysis of photos and documents, and suggestions for minutes and tickets. You can recognise AI features by the notice shown before use; AI-generated results are labelled „Von KI erstellt“ ("Created by AI").
- (2) AI results are suggestions. They may be incomplete or incorrect and do not replace a professional review. Check results before you pass them on or include them in planning, invoicing or contract documents.
- (3) Structify uses external providers for AI features; the AI Transparency Statement describes which providers these are and where they process data. The providers are contractually prohibited from using content to train AI models.
- (4) **Notice before your first use of AI.** Before any of your content is transferred to AI services for the first time, Structify shows you a one-time notice, uniformly in Structify Web, Structify Desktop (macOS and Windows), Structify Mobile and Structify Operate. By ticking a checkbox you confirm: „Ich habe die Hinweise zur Übermittlung an KI-Dienste gelesen und zur Kenntnis genommen.“ ("I have read and taken note of the information on the transfer to AI services."). You then click „Zustimmen“ ("Agree"). In doing so, you confirm that you have taken note. The legal basis for the transfer is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR. Your confirmation applies to you personally and is stored together with the time and the version. You can revoke it in the settings, in Structify Mobile under Profil → Rechtliches & KI-Transparenz (Profile → Legal & AI Transparency); the notice will then be shown again before the next transfer.

§ 9 Structify Desktop

- (1) Structify Desktop is the installable application for macOS and, where offered, for Windows. It accesses the same Platform and the same data as Structify Web.
- (2) You obtain the app via the Mac App Store or via Structify's download page. If you obtain it via an app store, the terms of that store additionally apply in your relationship with the store operator; the store operator is not responsible for the app or its support.
- (3) The system requirements are stated in the store listing or on the download page. Install updates promptly; older versions will not work with the Platform permanently.

§ 10 Structify Mobile

- (1) Structify Mobile is the app for iOS and Android for capturing information on construction sites and at installations. You can only log in with existing access; no accounts are created in the app.
- (2) You obtain the iOS app via the Apple App Store in the countries in which it is offered; Apple's terms additionally apply in your relationship with Apple. Structify provides the Android app as an installation file (APK) on the download page. Verify the file using the published SHA-256 checksum. Download the Android app only from www.structify.solutions/downloads and check the checksum (SHA-256) shown there. It is up to you whether you block installation from this source again afterwards.
- (3) The app requests permissions (camera, microphone, location while in use, photo library) only when you use the relevant function. You can revoke them at any time in the operating system; the function concerned will then no longer be available.
- (4) Without a network connection, the app stores entries locally and transfers them as soon as a connection is available again. Make sure you connect regularly. In cases of slight negligence, Structify accepts no liability for data that is stored only on the device and has not yet been transferred, for example in the event of loss of or damage to the device or uninstallation.
- (5) Install updates promptly. For the Android app, an update is carried out by downloading and installing the app again.

§ 11 Structify Operate

- (1) Structify Operate is a digital operations log. It serves to document operation, maintenance, faults, input materials, components, meter readings and records of proof.
- (2) **AI features in Structify Operate.** Structify Operate contains AI features, such as the assistant "KAI", analyses of operating and measurement data, calculations (for example efficiency, consumption, costs), recommendations on maintenance, orders and consumption, reports, text recognition from photos of meters, delivery notes and invoices, and transcription of voice notes and shift handovers. § 8 applies to them. Recommendations and calculations are suggestions: they are implemented only after an authorised person has reviewed and approved them, for example an order. The automatic notifications under paragraph 3 are excluded from this.
- (3) **No control commands, no safety function.** Structify Operate does not issue control commands to installations and does not intervene in the operation of the installations. It is not a safety, control or alarm system within the meaning of technical or regulatory provisions. **It is a prerequisite for use** that the protective and safety devices of the installations and the prescribed monitoring work independently of Structify Operate, so that a failure or error of Structify Operate endangers neither the installations nor the health or safety of persons; the operator is responsible for this. Structify Operate triggers certain notifications automatically according to fixed rules, for example when a recorded measured value exceeds a set threshold or a fault remains unprocessed for a defined period; in doing so, it may create tickets or mark them as „eskaliert“ ("escalated") and notify the persons entered for this purpose in the application and by e-mail. These notifications are sent without prior approval and are not based on a decision by the AI; at most, the AI drafts their text. They supplement the operator's monitoring, may fail to arrive or arrive late, and replace neither the safety devices of the installations nor any prescribed monitoring.
- (4) The obligations of the operator of the installations, for example under permits, inspection regulations and occupational health and safety law, remain unaffected. Structify Operate does not replace any prescribed inspection, monitoring or notification.
- (5) Viewers have read-only access to the extent released by the Admin. They may use content only for the purpose for which the operator has released it.

§ 12 External Access

- (1) External Parties receive access only upon invitation by a Customer, for example via a personal link, a portal for contractors or clients (building owners), a bidder portal, a guest ticket or the Viewer role in Structify Operate. Invitation links are personal and confidential.
- (2) When you first open your access, you confirm these Terms of Use by ticking a checkbox; your confirmation is stored together with the time and the version.
- (3) You only see and edit what the Customer releases. Content you upload forms part of the Customer's data and is processed in accordance with the Customer's instructions.
- (4) Your access ends when the Customer revokes the release, closes the project or its contract with Structify ends. Use is free of charge for you; no contract involving payment obligations is concluded.

§ 13 Availability, maintenance, further development

- (1) The availability commitment, the maintenance windows and the support hours towards the Customer are governed by the Terms (§§ 8 to 10 of the Terms). They do not apply to Trial and Demo Access or to Showroom Access.
- (2) Structify develops the Platform further and may add, change or adapt functions, provided that the agreed scope of services is maintained.

§ 14 Measures in the event of violations

- (1) In the event of a violation of these Terms of Use, Structify may take reasonable measures, graduated according to the nature and severity of the violation:
 - a) a notice requesting remedy within a reasonable period;
 - b) restriction of individual functions or interfaces;
 - c) temporary suspension of individual accounts or of External Access;
 - d) temporary suspension of the Customer's entire access, insofar as necessary to protect the Platform, other Customers or third parties.
- (2) Before a suspension, the Customer will be given the opportunity to comment, insofar as reasonable; in the case of serious violations or imminent danger, the measure may be taken immediately. Structify lifts suspensions as soon as the violation has been remedied and no repetition is to be expected.

§ 15 Changes to these Terms of Use

- (1) Structify may amend these Terms of Use with effect for the future if there is an objective reason, such as a change in the legal situation, new functions or security. In that case, all legal documents receive a common new version number.
- (2) A new version will be presented to you for confirmation the next time you log in. From the first presentation, you may continue to use the Platform without restriction for 14 days. If you do not confirm the new version within this period, only reading, export and the account security pages (profile, password, two-factor authentication) will be available to you until you confirm.
- (3) Your confirmation is stored together with the time and the version. You can find earlier versions at structify.solutions/rechtliches.
- (4) As long as your Customer is still served under version 1.0 of the Terms (§ 26(6) of the Terms), the restriction under paragraph 2 does not apply to you; until you confirm, the previous version of the Terms of Use applies to you.

§ 16 Final provisions

- (1) The law of the Federal Republic of Germany applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction is Nuremberg, insofar as legally permissible; otherwise, the rules of the Terms apply (§ 28 of the Terms).
- (2) These Terms of Use are available in German and English. In the event of any discrepancy, the German version prevails.
- (3) If any provision is invalid, the remaining provisions remain valid.

Privacy Policy

Structify Solutions UG (haftungsbeschränkt)

Version 2.0 · valid from 1 November 2026

The German version prevails.

This Privacy Policy applies to all Structify products and to our website. It consists of a **Core Section**, which applies to everyone, and of **Modules** for individual products and occasions:

Module	For whom
M1 Structify Web and Structify Desktop	Users of the application in the browser and of the desktop app
M2 Structify Mobile	Users of the app for iOS and Android
M3 Structify Operate	Users of the digital operations log
M4 Website	Visitors to structify.solutions
M5 Approaching potential customers, partners and investors	Persons whom we approach on our own initiative for business purposes
M6 Customer referrals by sales partners	Contact persons referred to us by a sales partner

In addition, the **AI Transparency Statement** describes how we use artificial intelligence.

Core Section

G1 Controller and contact

Structify Solutions UG (haftungsbeschränkt)
 Gartenstraße 8, 92348 Berg, Germany
 represented by its Managing Directors Tim Rosen and Felix König
 Local Court (Amtsgericht) of Nuremberg, HRB 46012

Data protection enquiries: datenschutz@structify.solutions

General enquiries: info@structify.solutions · Support: support@structify.solutions

We have not appointed a data protection officer because there is no legal obligation to do so (Article 37 GDPR, Section 38 of the German Federal Data Protection Act (BDSG)).

G2 Two roles: who is responsible for your data?

Data	Structify's role	Who informs you
Our Customers' content in the products, such as project and installation data, photos, recordings, tickets, defects, documents, minutes and any information contained therein about employees, project participants and third parties	Processor (Article 28 GDPR). We process this content only on the Customer's instructions, on the basis of the Data Processing Agreement.	the Customer as controller, in its own privacy information
Access, usage, contract, billing, security and support data , data of website visitors, prospective customers and sales contacts	Controller	Structify, in this Privacy Policy

This Privacy Policy provides full information about the second row. For the first row, it describes what happens technically. If, as a project participant, you have questions about content that a Customer processes via Structify, please contact that Customer; if your enquiry reaches us, we will forward it and support the Customer.

G3 Customers, contracts, invoices and payments

Data: company name, address, contact persons, VAT identification number, booked User Seats, modules and terms, invoice, payment and accounting data, confirmations of contract documents with time and version.

Purposes and legal bases: conclusion and performance of the contract (Article 6(1)(b) GDPR); compliance with legal obligations, in particular bookkeeping, retention and verification of the VAT identification number (Article 6(1)(c) GDPR in conjunction with Section 147 of the German Fiscal Code (AO), Section 257 of the German Commercial Code (HGB) and Section 14 of the German VAT Act (UStG)); proof that the contract documents were incorporated (Article 6(1)(f) GDPR).

Payment: Payments are processed by Stripe (Stripe Payments Europe, Ltd., Ireland) as an independent controller. You enter card details in a Stripe payment environment; we do not receive complete card details, only information on the payment status. Stripe's privacy notice additionally applies.

Recipients: For bookkeeping and accounting, we use the accounting software Lexware (Haufe-Lexware GmbH & Co. KG, Germany) as a processor. Our tax advisers, who are bound by professional secrecy, receive billing documents.

G4 Referral by sales partners

We work with sales partners who refer businesses to us and receive a commission for doing so; this does not change your price. The current list of our sales partners is available at structify.solutions/rechtliches.

Attribution: If you enter a sales partner's partner code when ordering (via a partner link or in the field „Partnercode“ ("partner code")), name a sales partner to us, or if a sales partner has previously referred your company to us as a prospective customer, we attribute your contract to that sales partner unless this is excluded under our contract with the sales partner (for example because your company is or was a customer within the last twelve months, was already in individual contact with us, or is attributed to another sales partner).

Data: partner code, company name, booking date, type and number of the booked User Seats, modules and packages with billing and commission periods, net fees received including subsequent corrections. If the sales partner referred your company, the information in the referral comes from the sales partner (Module M6). If the sales partner advised you, we process its proof that it disclosed its position as a sales partner and its commission to you in advance.

Recipients: The sales partner receives the billing information mentioned above, but no names or contact details of your Users and no content from the products. If an attribution is excluded, we only inform the sales partner of the reason and, on request, of the date and type of the relevant contract or contact. We forward objections and enquiries concerning the sales partner to it. The sales partner is an independent controller and is bound to confidentiality towards us.

Legal basis: Article 6(1)(f) GDPR; our legitimate interest is the correct attribution and traceable settlement of the commission and the defence against unjustified claims.

G5 Support and communication

Support: If you contact us by e-mail or via the application, we process your details to handle your request (Article 6(1)(b) GDPR, otherwise point (f)). Our e-mail mailboxes are operated by IONOS SE, Montabaur, Germany, as a processor.

Help voice assistant: In the help area of the application, you can voluntarily speak to our help assistant (support assistant) by voice. It is an AI system, not a human. We operate it for our own purpose of helping you with questions about using Structify; we are the controller for this processing, even if you use Structify for your company. During the conversation, your voice and the content of the conversation are transferred to Retell AI, Inc., USA (voice dialogue infrastructure), and to OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.; voice dialogue), which act as our processors in this respect. The legal basis is Article 6(1)(b) GDPR, otherwise point (f). We base the transfer to the USA on the EU standard contractual clauses, Module Two (G7). If you do not use the assistant, no voice data is transferred to these providers.

System e-mails: We send invitations, login and security notices, notifications and invoices via Plus Five Five, Inc. ("Resend"), USA, as a processor (third country: see G7).

Appointment booking: If you book a meeting with us, we use the booking service Cal.com, Inc., USA. The appointment data (name, e-mail address, time, the information you provide about the occasion) is transferred to Cal.com in the process. The booking calendar is loaded only when you open it and give your consent (Article 6(1)(a) GDPR, Section 25(1) of the German Telecommunications Digital Services Data Protection Act (TDDDG)); the processing of the appointment data is based on Article 6(1)(b) GDPR.

G6 Recipients

Within Structify, only the persons who need access for their tasks are given access. External recipients are:

Processors for our own processing operations (Article 28 GDPR): Supabase Pte. Ltd. (Singapore; database and hosting in Frankfurt am Main), Vercel Inc. (USA; delivery of the website and the web application), Hetzner Online GmbH (Germany; encrypted backup copies), IONOS SE (Germany; e-mail mailboxes), Plus Five Five, Inc. ("Resend", USA; system e-mails), Cal.com, Inc. (USA; appointment booking), Retell AI, Inc. and OpenAI, L.L.C. (USA; help voice assistant, G5), Haufe-Lexware GmbH & Co. KG (Germany; accounting), for approaching potential customers, partners and investors Apify Technologies s.r.o. (Czech Republic), Anthropic (USA) and Instantly (USA, including the sending mailboxes "Instantly AirMail") (M5).

Sub-processors for our Customers' content: the service providers listed in the Data Processing Agreement (Schedule 3). The list is publicly available at structify.solutions/rechtliches/avv and is kept up to date there.

Independent controllers: Stripe (payments), the OpenStreetMap Foundation (map sections, M1.6), sales partners (G4), our tax advisers, operators of app stores (distribution of the apps), authorities and courts, insofar as we are legally obliged to disclose data.

Other recipients receive your data only if you or the Customer arrange this, for example by inviting project participants or by sending documents from the application.

G7 Transfers to third countries

Hosting and storage in Germany (EU). For AI analyses (voice, text, images), we use US providers (OpenAI, Anthropic; for the voice assistant, Retell AI) on the basis of data processing agreements and EU standard contractual clauses.

In detail:

- **Storage location:** The database and the file storage are located in the data centre in Frankfurt am Main, the encrypted backup copies in the data centre in Falkenstein.
- **Other service providers based outside the EU:** In addition to the AI providers, we use service providers based in the USA for delivering the web application and the website (Vercel), sending e-mails (Resend), the help voice assistant (Retell AI, G5), appointment booking (Cal.com), computing power for 3D tours (RunPod, processing in an EU region) and sending e-mails in business development (Instantly, M5). The contracting party for our database service, Supabase Pte. Ltd., is based in Singapore; support or group access from Singapore or the USA cannot be ruled out.
- **Basis:** We base all these transfers on the **EU standard contractual clauses** (Article 46(2)(c) GDPR, Commission Implementing Decision (EU) 2021/914), namely:
 - on **Module Two** (transfer from a controller to a processor), insofar as we process data for our own purposes, for example when operating our website (M4), for embedded content (M1.6), for support, the help voice assistant and appointment booking (G5) and when approaching potential customers, partners and investors (M5);
 - on **Module Three** (transfer from a processor to a sub-processor), insofar as we process content on behalf of our Customers; these sub-processors are listed in Schedule 3 to the Data Processing Agreement.
- **Transfer impact assessment:** For each provider, we have assessed the consequences of the transfer and defined supplementary measures, such as encryption, data minimisation, limited retention periods and the exclusion of AI training.
- **Data Privacy Framework:** Where a provider is certified under the EU-U.S. Data Privacy Framework, we rely on this in addition; this currently applies to Vercel, Resend, Atlassian (Loom) and, insofar as we use Google services, Google. In all cases, the standard contractual clauses and our transfer impact assessment remain the basis. There is no adequacy decision for commercial transfers to Singapore.
- **Copy:** You can obtain a copy of the standard contractual clauses on request from datenschutz@structify.solutions; they are also published on the website of the European Commission.

A transfer to other third countries takes place only insofar as this Privacy Policy describes it or the law permits it.

G8 Retention period

We store personal data only for as long as is necessary for the purpose or required by law.

Data	Retention period
Account and contract data	for the duration of the contract, then erasure unless there is a statutory retention obligation
Customers' content	until the end of the contract; then 30 days of read-only access for export, followed by erasure (Data Processing Agreement § 10)
Platform server logs with IP address	30 days
Logs of security events (such as logins, pairing of devices, changes to the second factor), including IP address and browser or app identifier	12 months
Website server logs	14 days
Confirmations of contract documents (time, version, person)	for the duration of the contract and thereafter until the limitation period expires, usually three years
Support requests	until resolved, then usually six months, unless there is a statutory retention obligation
Enquiries from prospective customers (contact, demo)	until resolved or until you object, at the latest 24 months after the last contact
Business development contacts (M5)	at the latest 24 months after the last contact; in the event of an objection, only the information needed to observe it permanently
Attribution to sales partners	as long as commissions accrue, then until the claims become time-barred
Invoices and accounting records	eight years; books of account and annual financial statements ten years; commercial and business letters six years
Analysis photos from the AI photo analysis	90 days (your original photos remain unaffected)
Download links for data exports	valid for 48 hours
Pairing of mobile devices	at most 30 days (for test and demo accounts until the end of the test phase) or until revoked
Raw data for usage statistics (G9)	no longer than 90 days, thereafter only in anonymised form
Backup copies	database in stages up to a maximum of six months; deleted files 90 days

G9 Our own use of data

No AI training without consent. We do not use our Customers' content to train AI models unless the Customer's management has expressly switched this on for its organisation. This setting is off by default. As long as we do not offer it, no training takes place. Our AI providers are contractually prohibited from using content for training.

Anonymised usage statistics. We record which functions are used, when and how (usage events with timestamp and technical metrics such as loading times or error codes), but no content. We aggregate this information into anonymous statistics in order to improve the products, secure operations, plan capacity and substantiate our performance figures. We delete the raw data after aggregation, at the latest after 90 days. Insofar as raw data relates to our Customers' content, aggregation takes place on the Customer's instructions under the Data Processing Agreement; insofar as your usage data as a User is concerned, the legal basis is Article 6(1)(f) GDPR (our legitimate interest in improving the products and operating them securely). You can object to this in accordance with G10.

We do **not use advertising trackers, analytics services for advertising purposes or advertising** in our products.

G10 Your rights

You have the right to

- access (Article 15 GDPR),
- rectification (Article 16 GDPR),
- erasure (Article 17 GDPR),
- restriction of processing (Article 18 GDPR),
- data portability (Article 20 GDPR),
- withdraw consent with effect for the future (Article 7(3) GDPR).

In the application, you will find a data export and the option to request deletion of your account under Einstellungen → Datenschutz & DSGVO (Settings → Privacy & GDPR). Otherwise, an informal message to datenschutz@structify.solutions is sufficient.

Right to object (Article 21 GDPR). Where we process your data on the basis of legitimate interests (Article 6(1)(f) GDPR), you may object at any time on grounds relating to your particular situation. We will then no longer process the data unless we can demonstrate compelling legitimate grounds that override your interests, or the processing serves the establishment, exercise or defence of legal claims. **You may object to processing for direct marketing purposes at any time without giving reasons;** we will then no longer use your data for this purpose.

G11 Complaint to a supervisory authority

You may lodge a complaint with a data protection supervisory authority (Article 77 GDPR), in particular in the country in which you live or work. The authority responsible for us is:

Bavarian State Office for Data Protection Supervision (Bayerisches Landesamt für Datenschutzaufsicht, BayLDA), Promenade 18, 91522 Ansbach, Germany.

Other authorities in our sales territory:

- **Austria:** Austrian Data Protection Authority (Datenschutzbehörde), Barichgasse 40–42, 1030 Vienna.
- **Liechtenstein:** Data Protection Authority of Liechtenstein (Datenschutzstelle Liechtenstein), Kirchstrasse 8, Postfach 684, 9490 Vaduz.
- **Switzerland:** Federal Data Protection and Information Commissioner (FDPIC), Feldeggweg 1, 3003 Bern.

Information for persons in Switzerland. Insofar as the Swiss Federal Act on Data Protection (FADP) applies, the information in this Privacy Policy applies accordingly; your rights then arise from Article 25 et seq. FADP. Under Swiss law, Germany and the EU provide an adequate level of data protection. For transfers to the USA and to Singapore, we use the standard contractual clauses with the adaptations for Switzerland. We have not appointed a representative in Switzerland (Article 14 FADP): we process data of persons in

Switzerland neither regularly on a large scale nor with a high risk for the persons concerned. We will review this again if our activities in Switzerland expand.

G12 Obligation to provide data, no automated decision-making

You are not legally obliged to provide us with data. Without account, company and billing details, however, we cannot conclude a contract or set up access.

There is no decision based solely on automated processing, including profiling, that produces legal effects or similarly significant effects (Article 22 GDPR). Our AI features generate suggestions; the decision is made by a human. The only exception is automatic notifications in Structify Operate: they are triggered according to fixed rules, for example when a recorded measured value exceeds a set threshold or a fault remains unprocessed for a defined period, and not by a decision of the AI; the AI only drafts explanations and message texts. These notifications concern the operation of the installations, not decisions about persons, and have no legal or similarly significant effect within the meaning of Article 22 GDPR (details in M3.1).

G13 Data security

We protect data in accordance with the state of the art, in particular through storage in Germany, encryption in transit and at rest, strict separation of Customer data at database level, mandatory two-factor authentication for user accounts (except test and demo accounts until the end of the test phase, a review account with fictitious data for app store review and the two logged accounts of the platform administration), logging of security-relevant events and a tiered backup procedure: the database is backed up every hour, backup states are kept for up to six months and deleted files for 90 days; restoration is made to such a backup state, not to any arbitrary point in time. In addition, our hosting provider backs up the database daily and keeps these backups for seven days. Our own backup copies are encrypted before being stored and are kept in a second data centre in Falkenstein; the keys remain with us. During a backup run, a server managed by us at the same provider processes the data unencrypted for a short time, exclusively in its main memory. We check the backups automatically every week and practise restoration every quarter. Erasures take effect in the backups as those backups expire, at the latest after six months. Details are set out in Schedule 2 to the Data Processing Agreement.

G14 Changes to this Privacy Policy

We amend this Privacy Policy when our products, service providers or the legal situation change. It is provided for information and does not require consent. Each version bears the common version number of the legal documents; you can find earlier versions at structify.solutions/rechtliches. We inform you of material changes in the application.

M1 Structify Web and Structify Desktop

M1.1 Account and login

Data: name, business e-mail address, organisation, role, password (only as a hash), information on the second factor, times and circumstances of login. If your company invites you, we initially receive your name and e-mail address from your company (Article 14 GDPR).

Purposes and legal bases: provision of access and functions (Article 6(1)(b) GDPR); if you are not yourself a contracting party but a User of a Customer, the legal basis is our legitimate interest in providing the Platform to the Customer and its Users (Article 6(1)(f) GDPR). Two-factor authentication serves the security of your account (Article 6(1)(b) and (f) GDPR).

Confirmation of legal documents: We store which version of the Terms of Use and, for persons authorised to represent the Customer, of the General Terms and Conditions you confirmed and when (Article 6(1)(f) GDPR: proof).

M1.3 Server and security logs

When you access the application, we process technical access data (IP address, time, resource accessed, technical error messages) for secure operation, error analysis and the prevention of misuse (Article 6(1)(f) GDPR). We store server logs with IP address for **30 days**. We log security events, such as logins, failed login attempts, changes to the second factor and the pairing of devices, including IP address and browser or app identifier, for **12 months** so that we can investigate security incidents.

M1.4 Cookies and storage in the browser

We use only technically necessary cookies and comparable storage in the browser (for example for the session and your settings). The legal basis is Section 25(2) No. 2 TDDDG and, for further processing, Article 6(1)(b) or (f) GDPR. We load third-party content that is not strictly necessary only after you have given your consent (M1.6).

Fonts: We deliver the application's fonts from our own servers; no data is transferred to font providers when they are loaded.

M1.5 AI features

The application contains AI features, such as the assistant "KAI", the transcription of voice recordings, the analysis of photos and documents, and suggestions for minutes, tickets and reports. If you use these features, the content required for them (texts, recordings, photos, documents, project information) is transferred to and processed by the following providers:

- **Anthropic PBC, USA** (contracting entity in the EEA: Anthropic Ireland, Limited): text understanding, image and document analysis, assistant "KAI";
- **OpenAI, L.L.C., USA** (contracting entity in the EEA: OpenAI Ireland Ltd.): transcription of voice recordings.

Where the content concerns a Customer's data, we process it as a processor and the providers act as sub-processors. We operate the help voice assistant under our own responsibility (G5). Transfer to the USA: see G7. The providers are contractually prohibited from using content for training. We delete analysis photos from the AI photo analysis after 90 days. AI results are labelled. More information can be found in the AI Transparency Statement.

Notice before the first transfer: Before any of your content is transferred to AI services for the first time, we show you a one-time notice, uniformly in Structify Web, Structify Desktop, Structify Mobile and Structify Operate. By ticking a checkbox, you confirm that you have read and taken note of the information on the transfer to AI services, and you click „Zustimmen“ ("Agree"). **In doing so, you confirm that you have taken note. The legal basis for the transfer is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR.** We store your confirmation together with the time and the version (Article 6(1)(f) GDPR: proof). You can revoke it in the settings; the notice will then be shown again before the next transfer.

M1.6 Embedded content

- **Tutorial videos (Loom):** Some tutorial videos come from the Loom service (Loom, Inc., a company of the Atlassian group, USA). The video and the preview image are loaded only when you click „Abspielen“ ("Play"); nothing is retrieved from Loom before that. When you click, your IP address and technical data are transferred to Loom (Article 6(1)(a) GDPR, Section 25(1) TDDDG). We base the transfer to the USA on the EU standard contractual clauses, Module Two (G7); Atlassian is additionally certified under the Data Privacy Framework.
- **Map section (OpenStreetMap):** If a photo in a project's photo gallery contains location information, you can have the place where it was taken displayed on an OpenStreetMap map. The map is provided by the OpenStreetMap Foundation, St John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, United Kingdom (registered in England and Wales under number 05912761). The map is loaded only when you click „Karte laden“ ("Load map") in the „Standort“ ("Location") tab; nothing is retrieved from OpenStreetMap before that. When you click, your browser retrieves the map section directly from the OpenStreetMap Foundation. In the process, your IP address, technical information about your browser and device (browser type, operating system, date and time of retrieval) and the coordinates of the displayed map section are transferred; the place where the photo was taken can be derived from these coordinates. The purpose is to display the place where the photo was taken at your request. The legal basis is our legitimate interest in offering you this map function (Article 6(1)(f) GDPR); since the map is loaded only when you click, you decide yourself whether this transfer takes place. To the best of our knowledge, the embedded map does not set any cookies and does not include any audience measurement. The OpenStreetMap Foundation processes the data under its own responsibility in accordance with its privacy policy (osmfoundation.org/wiki/Privacy_Policy); according to its own information, it stores the access data only temporarily and does not specify a fixed period for this. It delivers the map page and map tiles via a worldwide network of caches; which server responds depends on your location and on the time of the request. For the United Kingdom, there is an adequacy decision of the European Commission (Article 45 GDPR; Commission Implementing Decision (EU) 2021/1772, extended by Commission Implementing Decision (EU) 2025/2574 of 19 December 2025 until 27 December 2031); further safeguards are therefore not required.

M1.7 Other functions

- **Walkable 3D tours:** If you upload a walkthrough video for a 3D tour, it is processed on computers of RunPod, Inc. (USA) in an EU region; persons shown are automatically blurred beforehand.
- **Electronic signature:** For signing documents, such as acceptance records, we use Oneflow AB (Sweden).
- **Connections to services of your choice:** If your company connects the application to its own accounts with other services, such as calendars or code and storage repositories, we transfer data to the Customer's account on the Customer's instructions. The respective service is responsible for the processing there in accordance with its terms.
- **Data export:** Download links for exports are valid for 48 hours.

M1.8 Special features of Structify Desktop

Structify Desktop accesses the same Platform as Structify Web; M1.1 to M1.7 apply. On the device, the app stores session data (the login encrypted in the operating system's keychain), settings and, temporarily, incomplete entries such as drafts and technical information on uploads that have not yet been completed. The app itself does not create its own crash reports; we process technical error messages as described in M1.3. If you obtain the app via the Mac App Store, Apple processes data relating to the download and updates as an independent controller; we receive aggregated statistics from Apple and, if you have consented in your device settings to sharing analytics data with app developers, crash reports for the app.

M2 Structify Mobile

M1.1 to M1.5 apply accordingly to Structify Mobile. In addition:

M2.1 Permissions on your device

Permission	Data	Purpose
Camera	images; content of a QR code	documentation of defects, construction progress and installations; scanning the QR code for pairing
Microphone	voice recordings and transcripts	voice notes during site inspections, dictation of tickets, suggestions for minutes and tickets
Location (precise, only while in use)	coordinates at the time a photo is taken	assigning photos to a location
Photo library	images selected by you	adding existing photos
Internet	technical connection data	synchronisation with the Platform

The app requests a permission only when you use the function. You can revoke permissions in the operating system at any time. The location is not determined in the background; without location permission, photos are stored without a location. We process the content as the Customer's processor (G2).

Photo metadata: Photos may contain metadata stored by the device, such as the time of capture, the device model or the place where the photo was taken. This metadata is currently transferred and stored together with the photo.

M2.2 Storage on the device

The app keeps data captured without a network connection on the device until it has been transferred and deletes it afterwards. Entries that have not yet been transferred are retained even after logging out and are transferred when the same person logs in again. Cached project information is deleted when you log out. Uninstalling the app removes all local data. We do not create backups of local data.

M2.3 Notice before using AI

Before the first voice recording, the first dictation and the first document upload, the app shows the notice on the transfer to the AI services (Anthropic, OpenAI) in accordance with M1.5: a checkbox for acknowledgement and „Zustimmen“ ("Agree"). **By clicking „Zustimmen“ ("Agree"), you confirm that you have taken note. The legal basis is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR.** The confirmation is stored together with the account identifier, the time and the version. You can revoke it under Profil → Rechtliches & KI-Transparenz (Profile → Legal & AI Transparency); the app will then ask again before the next transfer. Recordings that are already waiting to be transferred at the time of revocation will still be transferred.

M2.4 Pairing via QR code

If you pair the app with a logged-in session of Structify Web, the app generates a random device identifier. We store only its hash, a platform designation (for example „Structify-App (iPhone/iPad)“) and the times of pairing and last use (Article 6(1)(b) and (f) GDPR). The QR code for pairing can be redeemed only once and is valid for 5 minutes. A pairing is valid for at most 30 days, for test and demo accounts at most until the end of the test phase; it is deleted when it expires, when it is revoked or when the password is changed.

M2.5 App stores

Apple distributes the iOS app via the App Store; we provide the Android app as an installation file on our website. If you obtain the app via the App Store, Apple processes data as an independent controller; we receive only aggregated statistics. The app contains no advertising and no advertising trackers.

M3 Structify Operate

M3.1 Digital operations log

Data: account and login data of the Users (name, e-mail address, role Admin, Standard User or Viewer); entries in the operations log with author and timestamp; maintenance tasks and deadlines; faults and tickets; input materials and deliveries with suppliers and their contact persons; components with installation and replacement history; meter readings; photos and records of proof; information on on-call staff and notification settings (name, e-mail address, telephone number, selected types of notification).

Roles: We process the content of the operations log as the operator's processor (G2); account, security and support data as controller in accordance with M1.1 and M1.3.

Viewers: Operators can invite External Parties as Viewers with read-only access. In this case, we receive the name and e-mail address from the operator (Article 14 GDPR).

AI features: Structify Operate contains AI features, such as the assistant "KAI", analyses of operating and measurement data, calculations, recommendations on maintenance, orders and consumption, reports, text recognition from photos of meters, delivery notes and invoices, and the transcription of voice notes and shift handovers. If you use these features, we transfer the content required for them to Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), and, for transcription, to OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.). M1.5 applies accordingly, including the notice before the first transfer. Structify Operate does not issue control commands to installations; recommendations are implemented only after an authorised person has reviewed and approved them. Automatic notifications according to fixed rules are excluded from this, for example when set thresholds are exceeded or faults remain unprocessed: in these cases, Structify Operate creates tickets without prior approval, marks them as „eskaliert“ ("escalated") and notifies the persons entered for this purpose in the application and by e-mail; the AI only drafts explanations and message texts. These notifications concern the operation of the installations, not decisions about persons. There is no decision based solely on automated processing (Article 22 GDPR).

Storage location and delivery: Structify Operate runs on our Platform. The database and file storage are located in the data centre in Frankfurt am Main, the encrypted backup copies in Falkenstein (G7, G13). The application is delivered at operate.structify.solutions via Vercel; we deliver fonts from our own servers.

M3.2 Information page on Structify Operate

The information page on Structify Operate does not contain its own contact form. For a demo, it refers to structify.solutions/demo; M4.3 and M4.4 apply there. We deliver fonts from our own servers. M4.1 and M4.2 apply accordingly to visits to the information page.

M4 Website structify.solutions

This Module applies to our website structify.solutions, the information page on Structify Operate and the landing pages that refer to this Privacy Policy.

M4.1 Hosting and server logs

The website is operated by Vercel Inc., USA, and delivered via the Frankfurt am Main location. When the website is accessed, technically necessary data is processed: IP address, date and time, page accessed, access status, amount of data transferred, referrer and browser identifier. The legal basis is our legitimate interest in secure operation (Article 6(1)(f) GDPR). The logs are deleted after 14 days. We base the transfer to the USA on the EU standard contractual clauses, Module Two (G7); Vercel is additionally certified under the Data Privacy Framework.

M4.2 Cookies

On the website, we use only technically necessary cookies, for example to store your decision regarding embedded content (Section 25(2) No. 2 TDDDG). We do not use tracking cookies, analytics services or advertising pixels.

M4.3 Contact and demo requests

If you request a demo via the website or write to us, we process your details (name, e-mail address, company, your message and information about your interest) in order to answer your request, prepare and conduct a demo and manage your request in our CRM system. We store the data in our database in Frankfurt am Main (Supabase). Legal bases: Article 6(1)(b) GDPR (pre-contractual measures) and point (f) (management of enquiries). Retention period: see G8.

M4.4 Appointment booking

If you book an appointment for a demo or a meeting on the website, G5 (Cal.com) applies.

M4.6 AI voice assistant "Kai"

If we offer the AI voice assistant "Kai" on the website, you can voluntarily have a voice conversation with it. Kai is an AI system, not a human. The conversation begins only after you have given your express consent in the conversation window. During the conversation, your voice data is transmitted in real time to ElevenLabs (Eleven Labs Inc., USA) and processed there to conduct the conversation. The legal basis is your consent (Article 6(1)(a) GDPR); we base the transfer to the USA on the standard contractual clauses, Module Two (G7). You can end the conversation at any time; this ends the processing. If you do not use the assistant, no voice data is processed.

M4.7 AI images

Some images on the website have been generated with artificial intelligence. The AI Transparency Statement explains which ones.

M5 Approaching potential customers, partners and investors (information under Article 14 GDPR)

This Module applies when we approach you on our own initiative for business purposes without you having provided us with your data yourself: as a contact person of a company that plans, builds or operates installations and could be a customer or partner, or as a potential investor. If a sales partner refers your contact details to us, Module M6 applies in addition.

Data: name, form of address, position, company, business contact details (e-mail address, telephone number, business address, website), the address of your public professional profile (such as LinkedIn), the industry, size and region of your company, the assignment to a target group, the result of our assessment of whether it makes sense to approach you, and the history of our contact (messages, replies, objections, appointments, notes). We do not process private contact details.

Sources: publicly accessible sources, in particular company websites and legal notices, commercial registers, professional and industry directories and publicly visible profiles on the professional network LinkedIn; in addition, meetings at events, recommendations and our own contact with you.

Purpose and legal basis: We present our products or a possible collaboration or investment to you, document the contact and avoid approaching you more than once. The legal basis is our legitimate interest in initiating business relationships in business-to-business dealings (Article 6(1)(f) GDPR, Recital 47).

E-mails only with your consent: We send you promotional e-mails only if you have expressly consented in advance (Section 7(2) No. 2 of the German Act against Unfair Competition (UWG); in Austria, Section 174 of the Austrian Telecommunications Act 2021 (TKG 2021)). Without consent, we do not approach you by e-mail. We approach you via professional networks such as LinkedIn or by telephone only insofar as competition law permits. Every message contains information on how you can refuse further contact.

Service providers and recipients:

- **Research:** For the automated compilation of publicly accessible information, including from databases with business contact details, we use the research tool Apify (Apify Technologies s.r.o., Vodičkova 704/36, 110 00 Prague 1, Czech Republic) exclusively via Structify's own account, as a processor.
- **AI-assisted pre-selection:** To assess whether your company belongs to our target group and to summarise public information, we use AI models from Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), as a processor. The assessment is a suggestion; a human decides whether and how we approach you.
- **Storage:** We store the data in our prospecting system in our database in Frankfurt am Main (Supabase); only our management has access.
- **E-mail campaigns:** For e-mail campaigns, we have used the Instantly platform (Foo Monk, LLC dba Instantly.ai, 30 N. Gould St., Ste. R, Sheridan, WY 82801, USA) with its included sending mailboxes "Instantly AirMail", which Instantly operates on its own servers; no campaigns are currently running there. Insofar as contact details and the history of previous campaigns are still stored there, Instantly processes them as our processor. Our other mailboxes are operated by IONOS SE (G5).
- **LinkedIn:** Messages that we send you via LinkedIn are processed by LinkedIn Ireland Unlimited Company, Dublin, Ireland, as an independent controller in accordance with its own privacy policy.

Transfers to third countries: Anthropic and Instantly are based in the USA; in the case of Supabase, support or group access from Singapore or the USA cannot be ruled out. We base these transfers on the EU standard contractual clauses, Module Two (G7).

Retention period: as long as a business relationship or investment realistically remains a possibility, at the latest 24 months after our last contact; if a contract is concluded, the periods under G8 apply. If you object, we store only the information needed to observe your objection permanently (suppression list; Article 6(1) (c) in conjunction with Article 21(3) GDPR).

Time of this information: We refer you to this information at the latest when we first contact you.

Your objection: You may object to processing for direct marketing purposes **at any time without giving reasons**, for example with a short reply to our message or by e-mail to datenschutz@structify.solutions. Your other rights are set out in G10 and G11.

M6 Customer referrals by sales partners (information under Article 14 GDPR)

Our sales partners can refer to us businesses that are interested in Structify and, in doing so, transmit names and contact details of contact persons. For each sales partner that does so, there is a separate section, which the sales partner hands over to the person referred. The list of sales partners is available at structify.solutions/rechtliches.

M6.1 Privacy notice for customer referrals – Aqua Consulting GmbH

Information under Article 14 GDPR for contact persons whose contact details Aqua Consulting GmbH transmits to us as our sales partner

Structify Solutions UG (haftungsbeschränkt) · as of 1 November 2026

You are receiving this information because Aqua Consulting GmbH, Vienna, is transmitting to us your name and your business contact details as a contact person of a company that is interested in our software "Structify". Aqua Consulting GmbH is our sales partner; it is itself responsible for its own processing of your data and informs you about this separately.

1. Controller

Structify Solutions UG (haftungsbeschränkt), Gartenstraße 8, 92348 Berg b. Neumarkt i.d.OPf., Germany, represented by its Managing Directors Tim Rosen and Felix König. Please send data protection enquiries to datenschutz@structify.solutions. We have not appointed a data protection officer because there is no legal obligation to do so.

2. What data we process and where it comes from

We process the information transmitted to us by Aqua Consulting GmbH, Taborstraße 38/9, 1020 Vienna, Austria (Article 14(2)(f) GDPR): your name, your position, your business e-mail address and, where applicable, telephone number, the company name, address, country and industry or type of office of your company, the occasion and the need, the type of first contact, whether Aqua Consulting GmbH advises your company and has disclosed to you its position as our sales partner, the date on which this information was handed over to you, and the date, channel and type of your consent to being contacted by us.

3. Purposes and legal bases

a) Business development. We contact you, present our software to you and, where appropriate, submit an offer to your company. The legal basis is Article 6(1)(f) GDPR; our legitimate interest lies in initiating business relationships with companies. We approach you by e-mail or telephone only insofar as you have consented to this (Section 7 UWG, Section 174 of the Austrian TKG 2021).

b) Attribution and settlement with our sales partner. We attribute your company to Aqua Consulting GmbH, settle its commission and document the attribution. The legal basis is Article 6(1)(f) GDPR (legitimate interest in traceable settlement with our sales partners) and, for billing documents, Article 6(1)(c) GDPR in conjunction with the retention obligations under commercial and tax law.

If a contract is concluded with your company, our Privacy Policy at structify.solutions/rechtliches/datenschutz additionally applies to any further processing.

4. Recipients

Aqua Consulting GmbH: it receives from us the confirmation of the customer referral or the reason for an objection (for example an existing contact between your company and us, with date and type), the notification of whether a contract has been concluded, for settlement purposes the company name, booking date, type and number of licences booked and the net fee, and, insofar as they concern Aqua Consulting GmbH, the withdrawal of your consent, your objection to advertising or your request as a data

subject. We do not transmit any further personal data about you.

Service providers (processors under Article 28 GDPR): Supabase for database and hosting (data location EU region Frankfurt; contracting party Supabase Pte. Ltd., Singapore), IONOS SE, Germany, for our e-mail mailboxes, and Hetzner Online GmbH, Gunzenhausen, for creating and storing encrypted backup copies in the Falkenstein data centre.

Other recipients: for billing documents, the provider of our accounting software and, where applicable, our tax advisers; authorities, insofar as we are legally obliged to disclose data.

5. Transfers to third countries

Your data is stored in the EU. However, access from Singapore or the USA by our database service, for example in support cases, cannot be ruled out. There is no adequacy decision of the EU Commission for Singapore; we do not base these transfers on the EU-U.S. Data Privacy Framework. We safeguard them by means of the EU standard contractual clauses (Article 46(2)(c) GDPR, Commission Implementing Decision (EU) 2021/914, Module Two), supplemented by a transfer impact assessment. You can obtain a copy on request from datenschutz@structify.solutions; the standard contractual clauses are also published on the website of the European Commission.

6. Retention period

If no contract is concluded, we delete your data from our sales systems as soon as it is no longer required for business development and attribution, at the latest 24 months after our last contact.

The customer referral itself is business correspondence with Aqua Consulting GmbH; we retain it as a commercial letter for six years (Section 257 HGB, Section 147 AO; Article 6(1)(c) GDPR) and use it during this period only as proof.

If your company is attributed to Aqua Consulting GmbH, we store the attribution information for as long as commissions accrue and thereafter until claims arising from the sales partnership become time-barred (Article 6(1)(f) GDPR: proof and defence of legal claims).

We retain billing documents in accordance with the statutory retention periods (currently eight years for accounting records).

If you object to being contacted, we store only the information needed to observe your objection permanently (Article 6(1)(c) in conjunction with Article 21(3) GDPR).

Deleted data may still be contained in encrypted backup copies for up to six months; it is no longer used there and is rotated out automatically.

7. Your rights

You have the right of access (Article 15 GDPR), rectification (Article 16 GDPR), erasure (Article 17 GDPR) and restriction of processing (Article 18 GDPR). You can withdraw your consent to being contacted at any time with effect for the future, either towards us or towards Aqua Consulting GmbH.

Right to object (Article 21 GDPR): You may object to the processing of your data for direct marketing purposes at any time without giving reasons; we will then no longer process your data for this purpose. You may also object to processing based on our legitimate interest on grounds relating to your particular situation. An informal e-mail to datenschutz@structify.solutions is sufficient.

You may lodge a complaint with a data protection supervisory authority (Article 77 GDPR), for example with the Bavarian State Office for Data Protection Supervision (Bayerisches Landesamt für Datenschutzaufsicht), Promenade 18, 91522 Ansbach, or with the supervisory authority of your place of residence or place of work, in Austria with the Data Protection Authority (Datenschutzbehörde), Barichgasse 40–42, 1030 Vienna.

8. Further information

There is no automated decision-making, including profiling (Article 22 GDPR). We amend this information when the processing or the legal situation changes; you receive the current version when we first contact you and on request from datenschutz@structify.solutions.

AI Transparency Statement

Structify Solutions UG (haftungsbeschränkt)

Version 2.0 · valid from 1 November 2026

The German version prevails.

This statement describes where and how we use artificial intelligence (AI) in our products and on our website. It supplements our Privacy Policy and fulfils our transparency obligations under Article 50 of Regulation (EU) 2024/1689 (AI Act).

1. Our principle: AI supports, people decide

For us, AI is a tool. It takes repetitive work off professionals' hands, such as typing up voice notes or pre-sorting defects, and makes documentation more complete. It does not replace professional responsibility. Three rules always apply:

- **People stay in control.** All AI results are suggestions that are reviewed, edited and approved. The only exception is automatic notifications in Structify Operate that are triggered according to fixed rules; whether they are triggered is not decided by the AI (section 6).
- **Data stays protected.** Hosting and storage take place in Germany; AI providers may not use your content for training.
- **Use of AI stays transparent.** We tell you when you are working with AI, and we label AI results.

2. Where we use AI

Product	AI features
Structify Web and Structify Desktop	assistant "KAI" (questions, summaries, drafts); transcription of voice recordings and meetings; analysis of photos and videos (for example detecting and classifying features of defects); analysis of documents; suggestions for minutes, tickets and reports; walkable 3D tours from walkthrough videos with automatic blurring of persons; voice dialogue in the help voice assistant
Structify Mobile	transcription of voice notes and dictations; suggestions for minutes and tickets; full-text capture of uploaded documents for search
Structify Operate	assistant "KAI"; analyses of operating and measurement data; calculations (for example efficiency, consumption, costs); recommendations on maintenance, orders and consumption with approval by a human; explanations and message texts for automatic notifications according to fixed rules (see section 6); reports; text recognition from photos of meters, delivery notes and invoices; transcription of voice notes and shift handovers. No control commands to installations (see section 6)
Website	AI-generated images; where applicable, the voice assistant "Kai" (see section 8)

3. Which providers we use

Provider	Purpose	Location
Anthropic PBC, USA (contracting entity in the EEA: Anthropic Ireland, Limited), models of the "Claude" series	text understanding, image and document analysis, assistant "KAI", suggestions; in Structify Operate also analyses, calculations and recommendations	USA
OpenAI, L.L.C., USA (contracting entity in the EEA: OpenAI Ireland Ltd.)	transcription of speech, including in Structify Operate; voice dialogue in the help voice assistant	USA

Provider	Purpose	Location
Retell AI, Inc., USA	voice dialogue infrastructure of the help voice assistant, only when used	USA
RunPod, Inc., USA	computing power for 3D tours and the blurring of persons	EU region

If we use additional or different providers, we will update this overview. For Customers, the procedure for new sub-processors under the Data Processing Agreement also applies.

4. What happens to your content

- **Purpose limitation:** We transfer to the providers only the content required for the respective feature, and only when you use the feature.
- **No training by the providers:** We have contractually agreed with all AI providers that they will not use your content to train AI models.
- **No training by Structify without consent:** We ourselves do not train AI models with our Customers' content unless the Customer's management expressly switches this on for its organisation. The setting is off by default; as long as we do not offer it, no training takes place.
- **Retention by the providers:** The providers store content only insofar as necessary for providing the service and for abuse monitoring, and only for the contractually limited period. On our side, we delete analysis photos from the AI photo analysis after 90 days.

5. Storage location and transfer

Hosting and storage in Germany (EU). For AI analyses (voice, text, images), we use US providers (OpenAI, Anthropic; for the voice assistant, Retell AI) on the basis of data processing agreements and EU standard contractual clauses.

Transmission is encrypted throughout. For each provider, we have assessed the consequences of the transfer and defined supplementary safeguards. Details can be found in the Core Section of the Privacy Policy (G7) and in Schedule 3 to the Data Processing Agreement.

6. Classification under the AI Act

- **Role:** Structify is the provider of the AI-supported features in its own products and a deployer insofar as we use AI for our own purposes.
- **No high-risk classification:** The AI features in Structify Web, Desktop and Mobile and on our website are supporting tools: their results are suggestions or information, and people decide how to use them. They do not make decisions that take effect by themselves and do not control any installations. We therefore do not assign them to the high-risk areas under Annex III to the AI Act; an EU declaration of conformity is not required for them. For Structify Operate, the next point applies.
- **Structify Operate:** Structify Operate is used in the operation of heat and energy supply installations. Its AI features are not intended to be used as a safety component in the operation of critical infrastructure, in particular the supply of heating, gas or electricity (Annex III No. 2 to the AI Act). We therefore do not classify them as a high-risk AI system:
 - The AI features do not issue control commands, do not intervene in the operation of the installations and have no access to control or automation systems.
 - They are not intended for safety tasks. Structify Operate is not a safety, control or alarm system. Under our Terms of Use, the operator uses it only if the protective and safety devices of its

installations and the prescribed monitoring work independently of Structify Operate, so that a failure or error of Structify Operate endangers neither the installations nor persons (Terms of Use § 11(3)).

- They document, analyse, calculate and recommend. Recommendations, for example on orders or maintenance, are implemented only after an authorised person has reviewed and approved them.
- **Automatic notifications:** Structify Operate triggers some notices without prior approval, according to fixed rules and not by a decision of the AI. If a recorded measured value exceeds a set threshold, Structify Operate creates a ticket; if a fault remains unprocessed for a defined period, it marks the ticket as „eskaliert“ ("escalated"). In both cases, it notifies the persons entered for this purpose in the application and by e-mail. The AI only drafts explanations and the text of the notification. These notifications supplement the operator's monitoring; they do not replace it.

We will review this classification again before we extend Structify Operate, in particular before any feature would control installations or take over safety tasks.

- We review this classification if features, the intended purpose or the legal situation change materially.

7. Labelling

The transparency obligations under Article 50 of the AI Act have applied since 2 August 2026. We fulfil them as follows:

- **Notice before interaction:** Before you speak or write to an AI assistant, we point out that it is an AI system.
- **Labelling of results:** AI-generated texts and suggestions bear the notice „Von KI erstellt“ ("Created by AI") in the application.
- **Machine-readable labelling:** AI-generated reports in PDF format receive a machine-readable indication of origin (IPTC metadata and a provenance record signed by us). We are extending the labelling to further outputs; for features that were on the market before 2 August 2026, we will complete this by 2 December 2026.
- **Notice before transfer:** Before any of your content is transferred to AI services for the first time, we show a one-time notice, uniformly in Structify Web, Structify Desktop (macOS and Windows), Structify Mobile and Structify Operate. By ticking a checkbox you confirm: „Ich habe die Hinweise zur Übermittlung an KI-Dienste gelesen und zur Kenntnis genommen.“ ("I have read and taken note of the information on the transfer to AI services."). You then click „Zustimmen“ ("Agree"). In doing so, you confirm that you have taken note. The legal basis for the transfer is your company's Data Processing Agreement, not consent under Article 6(1)(a) GDPR.

8. AI on our website

Images. Some of the images on structify.solutions have been generated with AI: the portraits and the joint picture of the founders Tim Rosen and Felix König (re-enacted scenes, not photographs), the industry motifs on the product and solution tiles (people on construction sites, in plant rooms and planning offices) and the large-format mood images between sections of text. With the exception of the founders, the persons shown are fictitious. The screenshots of our applications (real user interface with sample data) and the logos of the companies mentioned are not AI-generated. The alternative text of each AI-generated image begins with „KI-erzeugtes Bild:" ("AI-generated image:").

Voice assistant "Kai". If we offer the voice assistant "Kai" on the website, we point out before the conversation begins that you are speaking to an AI system; the conversation begins only after you have given your consent. Details can be found in the Privacy Policy (M4.6).

Use by third-party AI systems. Our website may be read by third-party AI systems, such as search assistants, and used to answer questions. All information on the website is public.

9. Limits and due care

AI systems work with probabilities. Despite high quality, they may deliver incorrect or incomplete results. AI results do not replace a professional review and do not release anyone from exercising their own due care. We design our features so that results are easy to check and correct. There is no decision based solely on automated processing that produces legal or similarly significant effects (Article 22 GDPR).

10. Your rights, objection and complaints

- You can revoke your confirmation regarding the transfer to AI services in the settings, in Structify Mobile under Profil → Rechtliches & KI-Transparenz (Profile → Legal & AI Transparency); the notice will then be shown again before the next transfer.
- Your rights under the GDPR, including the right to object, are described in the Privacy Policy (G10). Please send enquiries to datenschutz@structify.solutions. If they concern a Customer's content, that Customer is your point of contact; we will forward your enquiry.
- You can address complaints concerning the AI Act to the competent market surveillance authority; in Germany, this is the Federal Network Agency (Bundesnetzagentur). The Bavarian State Office for Data Protection Supervision (Bayerisches Landesamt für Datenschutzaufsicht) is responsible for complaints under data protection law.

11. Questions

If you would like to know how a particular AI feature works or what data it processes, please write to us at datenschutz@structify.solutions.

Legal Notice (Impressum)

Version 2.0 · valid from 1 November 2026

The German version prevails.

This Legal Notice applies to the website structify.solutions, the Structify landing pages and all products (Structify Web, Structify Desktop, Structify Mobile, Structify Operate).

Information pursuant to Section 5 of the German Digital Services Act (DDG)

Structify Solutions UG (haftungsbeschränkt)

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Register entry

Commercial register: Local Court (Amtsgericht) of Nuremberg, HRB 46012

VAT identification number

pursuant to Section 27a of the German VAT Act (UStG): DE462453140

Responsible for journalistic and editorial content pursuant to Section 18(2) of the German Interstate Media Treaty (MStV)

Tim Rosen, Gartenstraße 8, 92348 Berg, Germany

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