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General Terms and Conditions

Structify Solutions UG (haftungsbeschränkt)

Version 2.1 · valid from 18 November 2026

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

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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**: the software for planning and construction, available as an application in a web browser, as an installable application for macOS and Windows, to the extent that Structify offers it, and as an app for iOS and Android;
- **Structify Operate**: the digital operations log for operators of technical installations;
- **Structify Property**: the software for the management of real estate, available as an application in a web browser;
- future products and additional features that Structify offers with reference to these Terms.

All forms of Structify (in the browser, for macOS and Windows and for iOS and Android) 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 individual projects or installations of the Customer (project-related invitation), 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. In the browser, Structify is used via a standard web browser. The Customer or the User installs the Structify apps for macOS, Windows, iOS and Android 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; the usual duration of the test phase is stated in the Service and Price Overview (Annex 2). 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: Until the end of the trial period, the Customer may export its data. When the trial period ends, Structify blocks the access completely; there is no read-only access under § 25(2). If the Customer orders licences for the same organisation, the data are retained; this is also possible after the end of the trial period as long as the data have not been deleted. If no order is placed, Structify deletes the data 30 days after the end of the trial period; § 25(3) sentences 2 and 3 and § 25(4) and (5) apply accordingly.

(3) **Showroom Access.** Showroom Access is a demonstration environment with sample data that Structify provides, for example, to prospective customers or cooperation partners 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 individual projects or installations of the Customer, for example via personal invitation links, portals for contractors or clients (building owners), bidder portals, guest tickets or the viewer role in Structify Operate. Access by External Parties is project-related; External Parties do not occupy any User Seats.

- Service: access to the projects or installations to which the Customer invites the External Party, within the scope of the features that the Customer releases for that 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 in the browser 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 (on all platforms) 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 of the database, in each case from the time Structify

becomes aware of it. The loss of access to the account with the infrastructure provider is excluded from this commitment (Annex 1, Schedule 2 No. 3).

§ 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) **Resetting a second factor.** If a User has access neither to their second factor nor to their recovery codes, Structify resets the second factor upon request to support@structify.solutions. Structify responds within 1 working day of receipt of the request and resets the second factor within 1 working day of successful identity verification; the identity verification procedure is described in the Terms of Use (§ 2(3)). The service hours under paragraph 2 apply.

(5) If Structify exceeds an initial response time or the time limit under paragraph 4, 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 do not disclose them to third parties. If misuse of access credentials is suspected, the Customer informs Structify without undue delay.

(3) **Account security and two-factor authentication.** Structify provides two-factor authentication for all user accounts and expressly recommends its use; the software notifies Users without a second factor of this when they log in. Setting up the second factor is the responsibility of the Customer and its Users; within the scope of paragraph 7, the Customer works towards its Users setting it up. Without a second factor, there is an increased risk that unauthorised persons will use access credentials they have obtained to access the Customer's account and data. For damage, in particular loss of data or unauthorised access, resulting from the fact that the second factor offered had not been set up, Structify is liable only to the extent that a breach of duty by Structify, for example a security vulnerability in the software, contributed to causing the damage; in this case, the failure to set it up is taken into account as contributory fault on the part of the Customer in proportion to the respective contribution to causation (Section 254 BGB). In all other respects, § 23 remains unaffected, in particular Structify's unlimited liability under § 23(1) (among other things for intent and gross negligence, for damage arising from injury to life, body or health and under the German Product Liability Act) and its liability for the breach of material contractual obligations under § 23(2).

(4) 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.

(5) 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.

(6) 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.

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

(8) 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. Further discounts, for example for early adopters, and the conditions of the set-up assistance are likewise stated in the Service and 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) 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 for iOS and Android).

(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.

(6) **Structify for iOS and Android after the end of the licence.** If the contract or a Trial and Demo Access ends, Structify also blocks access via Structify for iOS and Android. After the end of the contract, read-only access under paragraph 2 is available in the browser; after the end of a Trial and Demo Access, there is no read-only access (§ 6(2)). Entries that had not yet been transferred to the Platform by then remain stored on the device for up to 30 days. If the Customer extends the contract during this period or concludes a new contract for the same organisation, they are transferred; thereafter they may be deleted from the device. § 23(5) sentence 3 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 on the basis of Version 1.0, Version 1.0 continues to apply in its most recently announced version 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 after Version 2.0 entered into force on 8 October 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 further discounts, the test phase, the set-up assistance 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.