

TERMS OF USE for Planner Software 3.0

1. General information

- (1) GEALAN Fenster-Systeme GmbH (hereinafter referred to as GEALAN) provides users with a calculation tool that has been created and maintained with the greatest of care. This enables the user to combine and balance certain data and calculations related to the planning of a window unit (e.g. maximum unit sizes, configuration, glass and reinforcement, installation type, installation situation, static pre-dimensioning).
- (2) The static pre-dimensions created with Planner Software 3.0 are not a replacement for a property-based static calculation. All profile sections shown are schematic representations. General technical rules, regulations and the processing guidelines from GEALAN are essential for planning and execution
- (3) In the event of inconsistencies or contradictions between these Terms of Use and other terms and conditions agreed with GEALAN, these Terms of Use shall take precedence with respect to the use of the services.

2. Scope of application

- (1) These Terms of Use between the user and GEALAN shall be deemed to have been agreed upon with the installation of the corresponding software or the first use of the service or upon completion of registration for the service. By accepting the use of the service, the user confirms that they have read and fully agree to these Terms of Use. If this is not the case, use of the service is not permitted.
- (2) These Terms of Use shall apply to all upgrades, updates, additions and revisions to the service, as well as to all services and information made available through the use of the service, unless special arrangements are made for this purpose, which shall then prevail.
- (3) Any terms and conditions of the user that conflict with or deviate from these Terms of Use or the statutory provisions shall not apply, even if GEALAN does not specifically object to them.
- (4) GEALAN may change these Terms of Use at any time. GEALAN will inform the user of the amended Terms of Use. If the user does not object to the changes and continues to use the service, this shall be regarded as acceptance of the changed Terms of Use. GEALAN may terminate the use of the service for the user in the event that the user objects to the amended Terms of Use.
- (5) If the service is used by companies or other legal entities, the respective company or legal entity is represented by the user and must assume responsibility for the actions and knowledge of the user.
- (6) There is no right to use the service. GEALAN may reject any registration application and any attempt to use the service at any time without specifying any reasons.
- (7) GEALAN does not guarantee that Planner Software 3.0 is available to the user at any time and without interruption. In particular, the performance of maintenance work and the elimination of technical faults may make it necessary to suspend the usability of Planner Software 3.0. GEALAN expressly reserves the right to discontinue or limit the

availability of all or part of Planner Software 3.0 at any time. This in no way justifies a claim for damages by the user.

3. Registration

- (1) Use requires the creation of a user account on the GEALAN website. In order to register for Planner Software 3.0, access to Planner Software 3.0 must be requested in the myGEALAN area. After activation and initial login to Planning Software 3.0, your data will be transferred.
- (2) The user is obliged to specify correct, up-to-date, and complete registration data and to keep the registration data up-to-date and complete at all times.
- (3) The user is obliged to keep their password secret and secure at all times and to take all other appropriate measures within their area of responsibility to prevent unauthorised access to their user account.
- (4) The user is responsible for all activities carried out using their registration data.
- (5) The user must inform GEALAN immediately if they become aware of any unauthorised use of their registration data, or if this is suspected.

4. Licence

- (1) GEALAN grants the user a simple, non-exclusive, non-transferrable right, limited to the term of these Terms of Use, to use the service for the purposes for which it is provided by GEALAN, in accordance with these Terms of Use.
- (2) In particular, the user shall not be permitted to:
 - a. Copy the service and the components used for its provision, except for archiving purposes or when strictly necessary for legitimate use;
 - b. Modify, adapt or create derivative works thereof;
 - c. Publish, disclose, sell, rent, lease, loan, distribute, make available online, sublicense the service, or make the service available to a third party without prior written consent from GEALAN.

The user is not entitled to remove or alter copyright notices or other references to intellectual property. The licence does not include access to source code. The user shall not be entitled to decompile, disassemble or reverse engineer any components of the service, unless otherwise required by legal provisions or these Terms of Use.

5. User obligations

- (1) Insofar as the user provides GEALAN with user content (e.g. uploading this to storage provided by GEALAN) as part of the use of the service, the user ensures in particular that
 - a. the user possesses the necessary rights for the provision of the service by GEALAN and has obtained all necessary consents (in particular data protection consents);

- b. the use of the user content required for the provision of the service by GEALAN does not infringe any copyright, trademark rights, patent rights, trade secrets or other rights of third parties (e.g. intellectual property rights).
- c. the use by GEALAN of the user content required for the provision of the service does not infringe any copyright, trademark rights, patent rights, trade secrets or other rights of third parties (e.g. data protection law or other personal rights);
- d. the transmission of the user content and its use in accordance with the contract by GEALAN for the provision of the service does not otherwise violate laws or rights; and
- e. the user content does not contain any viruses, Trojans, or similar malware.

The user will inform GEALAN immediately if there are indications of a violation of any of the regulations described above.

- (2) GEALAN is not obliged to check user content for legal violations. However, GEALAN may refuse the processing of user content by the service or may delete transmitted user content if GEALAN judges that there are reasonable grounds to believe that its use may violate these Terms of Use or lead to legal violations.
- (3) GEALAN may block access to the service for the user at any time if the user fails to comply with their obligations under these Terms of Use (in particular the warranties set out in Section 5.2).

6. Hyperlinks

Elements of the service or the GEALAN website may contain hyperlinks to third-party websites. GEALAN neither accepts any responsibility for the content of these websites, nor does GEALAN adopt these websites and their content.

7. Liability

- (1) If user equipment causes faults or damage to the GEALAN technical infrastructure, GEALAN may demand compensation from the user for the costs arising therefrom.
- (2) GEALAN makes no warranties or guarantees that the service
 - a. is compatible with user hardware or software;
 - b. is available without restriction at any time or at specific times;
 - c. meets the user requirements or other specific performance or functional requirements not agreed in these Terms of Use;
 - d. does not cause partial or complete data loss;
- (3) The user is obliged to use appropriate and up-to-date security precautions (firewall, virus scanner, etc.) for their own protection and to protect the service.
- (4) If the user notices a lack of performance, they will immediately inform GEALAN and describe the defect, as well as the circumstances associated with its occurrence, in as much detail as possible. GEALAN will endeavour to remedy the defect within a reasonable time. The obligation to perform remedial action is limited to the performance,

but not to the purpose of the performance. After the defect has been remedied by GEALAN, the user may have to upload the data again.

- (5) Despite the greatest level of conscientiousness and care, it is not currently technologically possible to reliably rule out program errors. GEALAN therefore assumes no liability for the up-to-dateness, correctness, applied calculation formulas, calculation results, completeness or quality of the information provided.
- (6) Nothing in these Terms of Use excludes GEALAN's liability to the user for personal injury, intent or malicious deception or other cases of mandatory liability that cannot be excluded by law.
- (7) Liability on the part of GEALAN is otherwise excluded.

8. Indemnity

The user shall indemnify GEALAN, its executives, employees and subcontractors against all claims and demands of third parties as well as all losses, damages, costs and expenses, including reasonable legal defence costs, arising from

- a. any improper use of the service as determined by these Terms of Use; or
- b. a violation of the laws or rights of third parties by user content, the user or a person to whom the user authorises the use of the service and for whom the user is responsible.

9. Support / updates

GEALAN will provide limited product support and updates on a voluntary basis at its sole discretion. The user is not entitled to further support, updates or support from GEALAN. The GEALAN's obligation to perform remedial action in accordance with point 7 shall remain unaffected

10. Term

- (1) These Terms of Use shall enter into force on the date specified in Section 2.1 and shall remain in effect for an indefinite period until terminated by GEALAN or the user, in accordance with these Terms of Use.
- (2) Upon termination of these Terms of Use, the user must permanently delete all copies of any components of the service that are still on the devices under their control.
- (3) The right to terminate these Terms of Use for cause remains unaffected in all cases.
- (4) GEALAN reserves the right to change, suspend or discontinue the Service at any time, even without notice, in whole or in part.

11. Data protection and confidentiality

- (1) The user undertakes to treat confidentially for an indefinite period any information which becomes known to the user in connection with these Terms of Use and the services

provided in accordance with these, which is designated as confidential or recognisable as confidential or commercial or related to business, or is to be treated confidentially for an unspecified period of time due to other circumstances, and to use it only for the purposes of these Terms of Use.

- (2) GEALAN stores and processes the personal data transmitted by the user exclusively for the purpose of providing the service and in compliance with applicable data protection law. The user must ensure that any transfer of personal data to GEALAN (in particular within the scope of user content) is carried out in accordance with the applicable data protection law.
- (3) To the extent that GEALAN collects and processes personal data in the context of the use of the service by the user, this takes place in accordance with the privacy policy, which can be viewed at (DSH Planner software 3.0 link).

12. Final provisions

- (1) If any provision of these Terms of Use is found to be invalid or unenforceable, the validity and enforceability of the remaining provisions of these Terms of Use shall remain unaffected. Instead of the invalid provision, the effective and feasible provision which most closely approximates the legal and economic purpose desired by the parties shall be deemed to have been agreed upon retroactively.
- (2) Ancillary agreements must be made in writing.
- (3) To the extent that these Terms of Use require the written form of such statements, a statement in text form is sufficient. This does not apply to terminations pursuant to paragraph 10, for which the legal written form pursuant to § 126 para. 1 BGB applies.
- (4) German law applies, excluding conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods. The place of jurisdiction is 95030 Hof, Germany.

General information

Brief description	Information for users of GEALAN Planner Software 3.0 about how their data are processed when using the tool.
Objective	Fulfilment of data protection requirements with regard to information obligations in accordance with Art. 13, 14 GDPR. (GDPR = General Data Protection Regulation)
Gender note	For the sake of easier readability, the masculine form is used in the following text. All specifications made nevertheless refer to members of all genders, known and as yet unknown.

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1 Name and contact details of the responsible body

Within the meaning data protection law, the responsible body is:

GEALAN Fenster-Systeme GmbH

Hofer Straße 80
95145 Oberkotzau
Germany

Telephone: +49 - 92 86 / 77-0

Fax: +49 - 92 86 / 77-22 22

E-mail: info@gealan.de

Represented by the

Managing Directors: Ivica Maurović, Tino Albert

2 Our data protection officer

We have appointed a data protection officer in our company. Contact details:

Lena Müller

E-mail: datenschutz(at)gealan.de

3 Collection and storage of personal data; type, purpose and use

3.1 Registration

3.1.1 Categories and types of personal data

We process the data that you have provided to us in connection with your registration for the use of the Planner Software 3.0.

These data include:

- Master data: First name, last name, country, customer number where applicable
- Contact and communication data (e-mail, telephone number)
- Profile data: Sales area, industry
- Company data (name, street, house no., postal code, city)

3.1.2 Categories and types of groups of persons

- Staff (GEALAN)
- Users of Planner Software 3.0

3.1.3 Purpose of data processing

We process and use your personal data for the purpose of your registration and for provision of the software. Confirmation of your registration will be sent to the e-mail address provided. We use the telephone number to verify your details. We also use the data to process our LEAD management. Here, we use your registration data to create reports on the licences and modules used, and to offer you appropriate support.

3.1.4 Legal basis of processing

The legal basis for the processing of your personal data for the purposes of registration is Art. 6, 1b GDPR Contractual, i.e. the underlying usage contract for the software and LEAD

management processing. Art. 6, 1f is the legal basis for evaluations of the use of our software. Our legitimate interest lies in the optimisation of our offer, the provision of our support offer and the prioritisation of our support requests.

3.1.5 Recipients of your data

Your registration data will be submitted to the responsible department for software support and to the Sales department.

As a rule, only those persons who need access to your data for the proper functioning of the registration procedure have access to it.

We use a specialised system vendor for the Planner Software 3.0. This acts as a service provider for us and may also gain knowledge of your personal data in connection with the maintenance and upkeep of the systems. We have concluded an order processing contract with this provider, which ensures that data processing is carried out in a permissible manner.

3.1.6 Duration of storage

We store your data for as long as you use the software. After the instruction to delete your account has been made, tax-relevant data will be retained for 10 years in accordance with the statutory retention periods. We will store data that are not subject to the retention obligation for up to one month, in order to be able to fulfil any warranty claims.

3.2 Use of the software

3.2.1 Categories and types of personal data

When you use the software, you determine which personal data are collected, and to what extent. We cannot influence that in any way.

These data may include:

- Project participants (first name, last name, company, where applicable: industry, role in the project, contact and communication data (e-mail, telephone number), sales areas
- Project or property data: property name, address

3.2.2 Categories and types of groups of persons

- Staff (GEALAN): processor, support
- Users of Planner Software 3.0
- Project participants. These may be your end customers or other business partners, such as planners, suppliers, architects, etc.

3.2.3 Purpose of data processing

We may only view your information for support purposes. However, such inspection is only a secondary objective. The main purpose is support and assistance when required.

3.2.4 Legal basis of processing

The legal basis for the processing of your personal data for support purposes is Art. 6, 1b GDPR Contractual, i.e., the underlying contract of use for the software.

3.2.5 Recipients of your data

Your support data will be submitted to the responsible department for software support. As a general rule, only those persons who need access to your data for the proper functioning of the support procedure have access to it.

We use a specialist software provider for Planner Software 3.0. This acts as a service provider for us and may also gain knowledge of your personal data in connection with the maintenance and upkeep of the systems. We have concluded an order processing contract with this provider, which ensures that data processing is carried out in a permissible manner.

3.3 Duration of storage

We store your data for as long as you use the software. After the instruction to delete your account has been made, tax-relevant data will be retained for 10 years in accordance with the statutory retention periods. We will store data that are not subject to the retention obligation for up to one month, in order to be able to fulfil any warranty claims.

4 Disclosure of data to third parties

Your personal data will only be transmitted or disclosed to external parties to the extent that this is required by legal norms, is necessary for the fulfilment of the contractual relationship that is being initiated, or there is a legitimate interest on the part of the company or an external party in the aforementioned sense and the transmission is permitted in accordance with the data protection regulations.

If you wish to purchase a licence for our Planner Software 3.0, you may do so through the DBS - Digital Building Solutions online shop. The privacy policy is located here: [DBS | DBS Privacy Policy | Digital Building Solutions](#).

5 Your rights as a data subject

As a person affected by data processing, you have a range of rights:

- **Right of revocation:** You are entitled to withdraw your consent granted to us at any time. In this case, data processing that is based on the revoked consent will no longer continue.
- **Right to information:** You have the right to request information about your personal data processed by us. In particular, this applies to the purposes of the data processing, the categories of personal data, the categories of recipients where applicable, the duration of storage, the origin of the data where applicable, and to the existence of automated decision-making including profiling and, if applicable, to meaningful information on its details.
- **Right to rectification:** You are entitled to demand the rectification of incorrect data or the completion of your personal data retained with us.

- **Right to erasure:** You are entitled to request the erasure of your personal data stored with us, unless the processing of such data is necessary for exercising the right to freedom of expression and information, for compliance with a legal obligation, for reasons of public interest, or for the establishment, exercise or defence of legal claims.
- **Right to the restriction of processing:** You are entitled to request the restriction of the processing of your personal data if you dispute the accuracy of the data, or if such processing is unlawful but you oppose the erasure of said data. Furthermore, you are entitled to this right if we no longer require the data but you require it for the establishment, exercise or defence of legal claims. Furthermore, you are entitled to this right if you have made an objection to the processing of your personal data.
- **Right of appeal (complaints body):** You have the right to appeal to a data protection supervisory authority regarding the processing of personal data by us. For example, you may do so if you believe that we are processing your personal data in an unlawful manner. If you have any complaints, suggestions or questions, please contact our data protection officer directly
In case of data protection violations, you have the right to complain to a supervisory authority.

The data protection supervisory authority responsible for us is:

Bayerisches Landesamt für Datenschutzaufsicht (BayLDA) (Bavarian State Office for Data Protection Supervision)

Promenade 18, 91522 Ansbach

Telephone: +49 (0) 981 180093-0

E-mail: poststelle@lda.bayern.de

However, you can also contact any other data protection supervisory authority.

6 Your right to object

Insofar as we process your personal data on the basis of consent or a legitimate interest, you have the right to object to this processing.

The responsible body shall no longer process the personal data unless it is possible to demonstrate compelling legitimate grounds for processing that override the interests, rights and freedoms of the affected person, or demonstrate that processing is used to establish, exercise or defend of legal claims (Art. 21 GDPR).

If you wish to exercise your right of objection, a notification in text form is sufficient. Please feel free to contact us by e-mail or post. Our contact details can be found under section 1. of this data protection notice.

Version: 11/06/2024

Data protection regulations for “GEALAN Planner Software”

Preamble

This contract regulates the data protection obligations of GEALAN Fenster-Systeme GmbH, Hofer Straße 80, 95145 Oberkotzau. Germany, with regard to the respective client.

1. Subject matter, duration of the contract, nature and purpose of processing, type of data, categories of parties concerned.

The subject matter and duration of the contract, the nature and purpose of the processing, the type of data, and the categories of the parties concerned arise from the purchase order and the conditions of use for this product (hereinafter: “Main contract”) between the parties. The order ends with the termination of the main contract.

2. Security of processing

The Contractor shall comply with the agreed technical and organisational measures in accordance with Articles 5(1) and 32 of the GDPR in its area of responsibility and has designed an internal organisation in accordance with data protection requirements.

3. Correction, erasure and restriction of data

The Contractor shall only correct or erase the data processed in the contract or restrict the processing in accordance with the instructions of the Customer. If an affected party contacts the Contractor directly for the purpose of correcting or erasing data or restricting processing, the Contractor will forward this request to the Customer without delay.

The Contractor shall support the Customer in the event of the assertion of legal rights of the affected party; this includes, in particular, support in the response to requests for the protection of the rights of the affected party by means of appropriate technical and organisational measures.

4. Obligations of the Contractor

The Contractor shall ensure compliance with the following obligations:

- (a) Appointment in writing of a data protection officer, where required by law.
- (b) All persons who have access to the customer's personal data in accordance with the contract must be bound by a written obligation of confidentiality and must be informed of the special data protection obligations resulting from this order, as well as the existing instruction or purpose limitation. At the request of the Customer, the Contractor shall provide said Customer with the declarations of commitment. This is not necessary if there is an appropriate legal obligation of confidentiality for the persons concerned.
- (c) Acceptance of public controls by the competent data protection supervisory authorities to the same extent as the data protection supervisory authorities may carry out audits on the Customer. Assisting the Customer in carrying out checks and requests by supervisory authorities.
- (d) Immediately informing the Customer of control actions and measures taken by the supervisory authority. This also applies if a competent authority investigates the Contractor in accordance with Article 82 et seq. of the GDPR.
- (e) Adequate assistance for the Customer in ensuring the security of processing in accordance with Article 32 of the GDPR.
- (f) Adequate assistance for the Customer for data protection impact assessments pursuant to Article 35 of the GDPR and for prior consultation with the competent data protection supervisory authorities pursuant to Article 36 of the GDPR.
- (g) Adequate assistance for the Customer in reporting personal data protection breaches to the supervisory authority (Article 33 of the GDPR) and in notifying individuals affected by personal data protection breaches (Article 34 of the GDPR).
- (h) Submission of the information required under Article 30(2) of the GDPR.

5. Subcontracting relationships

The Customer agrees that the Contractor shall subcontract to affiliated companies for the performance of its contractual services. In the event of a subcontract being awarded, the contractual agreements between the Contractor and the subcontractor shall be designed in such a way that they meet the requirements with regard to data protection and data security between the parties to this contract.

The Customer may object to subcontracting if justified legitimate interests or a different provision have been established in the main contract. At the written request of the Customer, the Contractor shall provide information about the essential content of the contract (services excluding prices) and the implementation of the obligations of the subcontractor with regard to data protection.

The Contractor shall always inform the Customer of any intended change in relation to the addition of new subcontractors or the replacement of existing subcontractors, thereby providing the Customer with the opportunity to object to such changes.

The subcontractor used for the support and maintenance of the software is: DBS - Digital Building Solution GmbH, Diesel Street 8, 48324 Sendenhorst, Tel: +49 2526 29-6000, E-mail: info@digitalbuilding.solutions

6. Place of processing

The processing of the data by the Contractor takes place exclusively in Europe.

7. Customer rights of control

After timely written notification and a notice period of at least four banking days, the Customer may appear for the purposes of inspection on the premises during normal business hours, i.e. between 09:00 and 18:00 and without disturbing the course of the business, in order to be satisfied of the adequacy of the measures in place to comply with the technical and organisational requirements of the relevant laws on data protection relevant for order data processing. The Contractor shall be obliged to tolerate the Customer's checks pursuant to this contract, to provide services of cooperation to the extent necessary for the Customer's control pursuant to this contract, and to provide the Customer with information that is necessary for carrying out a comprehensive order check, upon written request and within a reasonable period of time. The Contractor shall in particular enable the Customer to be satisfied that the technical and organisational measures taken by the Contractor have been complied with, before the start of the data processing and regularly thereafter.

8. Notifications of data breaches and processing errors

In all cases, the Contractor shall report to the Customer immediately upon becoming aware of any instances whereby the Contractor, persons employed by the Contractor, or subcontractors employed by the Contractor have committed or are suspected of having committed violations of provisions for the protection of Customer data (in particular the GDPR) or of the provisions laid down in this agreement. The Contractor will document such incidents, investigate these immediately and remedy the situation.

The Contractor will keep the Customer informed about the progress of the matter until the incident has been resolved. Should the violation lead to a risk to the rights and freedoms of the parties concerned in accordance with Article 33 of the GDPR, the Contractor will fully support the Customer in the investigation of the incident and in the context of the corresponding notification to the data protection supervisory authority or the parties concerned.

9. Authority of the Customer

Data handling takes place exclusively within the framework of the agreements made and in accordance with the instructions of the Customer. Within the scope of the order description made in this agreement, the Customer reserves a comprehensive right of instruction on the type, scope and procedures of data processing, which may be specified by means of individual

instructions from the Customer. The provisions of the main contract alone govern the actual scope of the authority, which is limited to the functionalities regulated therein. Changes to the subject of processing and changes to the process must be agreed upon and documented collectively. The Contractor may only provide information to third parties or the parties concerned with the prior written consent of the Customer. Verbal instructions are to be confirmed immediately by the Customer in writing or by e-mail (in text form). The Contractor shall not use the data for any other purposes and in particular shall not be entitled to pass the data on to third parties. Copies and duplicates are not to be created without the knowledge of the Customer. This does not apply to back-up copies, insofar as these are necessary to ensure proper data processing, or to data that is necessary to comply with statutory retention obligations. Should the Contractor be of the opinion that an instruction violates data protection regulations, the Contractor shall inform the Customer of this without delay. The Contractor shall be entitled to suspend the execution of the relevant instruction until this is confirmed or modified by the responsible party on behalf of the Customer. The Contractor will document the instructions as necessary.

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