General terms and conditions and general conditions of licence of Nemetschek APAC PTE LTD

ALLPLAN
A NEMETSCHEK COMPANY

1. General
1.1 These general terms and conditions and conditions of licence shall apply to all present and future contracts about software deliveries and other services concluded with Nemetschek APAC PTE LTD (hereinafter referred to as "NEMETSCHEK APAC").
1.2 Different, conflicting or additional general terms and conditions and conditions of licence of the customer shall not become part of the contract, unless NEMETSCHEK APAC expressly agrees to them.

2. Obligations of NEMETSCHEK APAC
2.1 Unless NEMETSCHEK APAC expressly undertakes to carry out other services in contracts about software deliveries, NEMETSCHEK APAC's contractual obligations shall be limited to the software delivery.
2.2 In case of software purchase, NEMETSCHEK APAC's obligations to perform the contract shall in case of doubt be limited to the provision of the program on suitable data carriers for transfer to the computer, the delivery of the user documentation as well as the granting of a non-exclusive right to use. NEMETSCHEK APAC shall only be obliged to deliver updates of the software (changes, extensions and improvements) if a "Serviceplus" contract is concluded.

3. Prices and terms of payment
Unless otherwise agreed, all prices of NEMETSCHEK APAC shall be plus forwarding expenses and plus the statutory value-added-tax.

4. Set-off/Right of retention
4.1 The customer shall only be entitled to set off their own counterclaims against receivables of NEMETSCHEK APAC if NEMETSCHEK APAC does not dispute the respective counterclaims of the customer or the existence of the counterclaims was determined in a legally effective way.
4.2 The customer may only exercise a right of retention if their counterclaims are based on the same contractual relationship.

5. Retention of title
The ownership of the goods delivered including software shall be passed to the customer not until complete payment of the purchase price. Before complete payment, licenses are issued for a limited period of time.

6. Conditions of licence
6.1 NEMETSCHEK APAC shall grant to the customer the simple, non-exclusive and indefinite right to use the software being subject matter of the contract in the object code in accordance with the following conditions. A granting of rights beyond the following conditions shall not be connected with the granting of the software. NEMETSCHEK APAC shall especially reserve all distribution, exhibition, presentation, performance and publication rights to the software.
6.2 As far as a single-user application is agreed, the customer shall only be entitled to use the software on a single computer (single-user application).
6.3 As far as a multi-user application (licence server) is agreed, the customer shall be entitled to use the software on more than one computer; the maximum number of computers (users) simultaneously using the software as agreed in the contract shall be adhered to. The customer shall not be entitled to delivery of dongles or licence files for individual computers (users) for the purpose of utilisation of single-user applications. The resale/exchange of individual licenc-

es separated from the licence server shall not be admissible.
6.4 The customer may copy the software only as far as this is necessary for the use of the software and for security. This shall also apply for the copying of parts of the software and for the copying of the manual in whole or in part.
6.5 The backtranslation of the program codes into other code forms (decompilation) as well as other sorts of reverse engineering of the software shall not be admissible.
6.6 The customer shall not be authorised to lease the software and the manual for pecuniary reward.
6.7 The customer shall not be entitled to remove or change any copyright notes, serial numbers as well as other features for identification purposes of the software.
6.8 The software is protected against unauthorised use by means of a dongle or otherwise. In case of damage, theft or other loss of the dongle, the customer cannot demand replacement delivery from NEMETSCHEK APAC. The dongle must be protected from environmental factors such as extreme temperatures, liquids, dust, chemicals etc.

7. Claims based on defects
7.1 The customer shall be obliged to inspect the delivered or installed software immediately and to make a complaint about possible defects immediately. In case of violation of these obligations, the software shall be deemed as approved in consideration of apparent defects.
7.2 If the software delivered by NEMETSCHEK APAC or any other service of NEMETSCHEK APAC turns out to be defective, NEMETSCHEK APAC shall be given the opportunity, more than once if the case may be, to repair the defect free of charge or to perform a replacement delivery.
7.3 If NEMETSCHEK APAC rejects the supplementary performance or if the supplementary performance fails definitely, the customer may, at their option, demand the reduction of the purchase price or withdraw from the contract if the defect is significant.
7.4 The limitation period for claims based on defects with respect to the software or any other services of NEMETSCHEK APAC shall be 12 months as of delivery or after the installation if NEMETSCHEK APAC owes the installation as well. This shall not apply for defects NEMETSCHEK APAC has fraudulently concealed.

8. Liability
NEMETSCHEK APAC shall exclude liability for slightly negligent breach of duties as far as it does not concern obligations essential for the contract, damages from violation of life, body or health or guarantees and claims in accordance with the Product Liability Act are not affected. Same shall apply for violations of duties of NEMETSCHEK APAC's vicarious agents.

9. Place of performance, transfer of risk
9.1 Place of performance for all obligations based on contracts between NEMETSCHEK APAC and the customers shall be Singapore.
9.2 The risk shall pass to the customer as soon as NEMETSCHEK APAC handed over the goods to be delivered to the person/company performing the transport.

10. Miscellaneous
10.1 If the customer is a merchant, Singapore shall be place of jurisdiction for all disputes on the basis of or in connection with contracts between NEMETSCHEK APAC and the customer. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Sin-

gapore; however, NEMETSCHEK APAC shall also be entitled to take legal action at the customer's domicile.

10.2 Singaporean right shall be exclusively applied to contracts between NEMETSCHEK APAC and their customers. The application of the United Nations Convention on Contracts for the International Sale of Goods shall be excluded.

10.3 Should individual provisions of these general terms and conditions and general conditions of licence be invalid, this shall no affect the validity of the remaining provisions. The invalid provisions shall be replaced by provisions which come closest to what the contractual parties would have wanted if they had considered the respective point. Same shall apply for loopholes of the general terms and conditions and general conditions of licence.

"Serviceplus" conditions of Nemetschek APAC PTE LTD

1. Scope of application and conditions

As far as a software service contract ("Serviceplus") is concluded between NEMETSCHEK APAC and the customer, the following provisions shall apply:

2. Scope of services "Serviceplus"

2.1 New versions (upgrades; updates)

NEMETSCHEK APAC shall regularly further develop the software and shall be obliged to share the developments with the contractual partner (customer). This can be done by the provision of upgrades (upgrading of the software's content) and updates (quality improvements and further developments of the software). NEMETSCHEK APAC shall send these new versions to the customer or provide it for download at their own discretion. It shall be at NEMETSCHEK APAC's discretion in which time intervals new versions of the software are provided. It shall also be at NEMETSCHEK APAC's discretion whether functionalities and modules of the software are maintained, changed, modified, reduced or extended.

2.2 Assistance (support; hotline)

NEMETSCHEK APAC shall be obliged to assist the customer in case of questions about the application of the software by phone via the hotline as well as by e-mail and by fax. General explanations about the functionalities of the software or the training of individual program sequences shall not be part of the services owed. Furthermore, NEMETSCHEK APAC shall not be obliged to perform administration of the computer system (hardware) of the customer or to assist the customer with the conversion of old data versions into new data versions or to assist the customer with the conversion of data with foreign formats in formats compatible with the software. Moreover, NEMETSCHEK APAC's assistance shall be limited to the respectively latest version of the software. After development and provision of a new version in accordance with item 2.1. above, assistance shall be performed for the older version for a transition period of six months.

PENG Hotline service hours: Monday – Thursday 08:00-12:00 and 13:00-16:00 CET, Friday 08:00-12:00 CET. NEMETSCHEK APAC hotline is not available on public holidays when taking place on the same day in both Austria and Germany.

3. Customer's obligation to co-operate:

The customer shall make appropriate arrangements for data backup. Prior to the installation of newer versions, the customer shall save existent data – especially data created by the customer with the software (e.g. project data) – on external data carriers.

4. Remuneration

The customer shall be obliged to pay an all-inclusive monthly fee in the amount of the sum named in the "Serviceplus" contract for the "Serviceplus" services. The "Serviceplus" fee shall respectively be due in advance, in case of method of payment every six months on 1 January or 1 July of a year, as the case may be.

5. Term of the contract

5.1 Unless otherwise agreed, the "Serviceplus" contract shall commence on the first day of the calendar month following the conclusion of the "Serviceplus" contract.

5.2 The "Serviceplus" contract shall be in force for a term of at least 36 months and shall be automatically extended by respectively one further year if it is not duly terminated with a 3 months' notice to the end of the term. The "Serviceplus" contract can only be terminated as a whole, a partial termination – especially of individual software modules – shall not be possible.

5.3 The "Serviceplus" contract can be terminated by NEMETSCHEK APAC for good reason without adherence to a period of notice. NEMETSCHEK APAC shall be entitled to termination without notice for good reason especially if the customer is in default with the payment of the "Serviceplus" fee in whole or in part despite two reminders.

5.4 Every termination shall be made in writing.

In all other cases, the general terms and conditions and the conditions of licence of NEMETSCHEK APAC shall apply to the "Serviceplus" contract in addition.

Data protection
The customer's data shall be subject to the electronic data processing during the execution of the business relation. NEMETSCHEK APAC shall adhere to the provisions of the Data Protection Act during utilisation of the personal data. The customer shall agree that the personal data is possibly forwarded to a company of the NEMETSCHEK APAC group in this connection. NEMETSCHEK APAC shall of course respect the express wish of the customer not to use the data for the purpose of direct marketing.

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Date   Customer's stamp & signature