

Attachment No. 2 - Extent of Licences

1. The Provider shall provide the Contractor the following Licences:
 - 1.1. The right to use the Administration Module of the ISDSBIM. The ISDSBIM Licence is provided as non-exclusive, limited to the period for which the Contract is in effect.
 - 1.2. The right to use the Publicly Accessible Module with the Latest Published Version of the DSBIM. The Licence to the Public DSBIM is provided as non-exclusive, limited to the period for which the Contract is in effect.
 - 1.3. The right to use the API ISDSBIM Module. The Licences to the API ISDSBIM Module are non-exclusive, limited to the period for which the Contract is in effect.
2. Further specifications of each of the modules, whereby modules are considered as a set of functionalities, are discussed in further detail in Appendix No. 1 of the Contract. Part of providing the Licences to the Public DSBIM is the commitment, or obligation, respectively, that the Provider shall provide the Licence to the Public DSBIM free-of-charge to any third party. In case that the Provider breaches their obligations set out in the previous statement, the Contractor is entitled to withdraw from the Contract.
3. The Licences are provided for a fee in the amount given in Art. 4 of the Contract.
4. Based on API ISDSBIM, the Contractor receives the interactive access to the DSBIM using web services, and that both by using a user interface in the browser, but also directly using software tools with the help of the module of the API Information System of the Data Standard of Building Information Modelling (hereinafter the “**ISDSBIM System**”). The Contract hereby declares and the Provider takes into account that the meaning and purpose of the ISDSBIM system, for which the Contractor will receive the API ISDSBIM Licence (in accordance paragraph 1.3 of Attachment No. 2 of the Contract), is to ensure access to the Contents to third parties in accordance with legislation, and that using the software applications of third parties (hereinafter the “**Subscribers**”).
5. The Contracting Parties find the fact that, based on the API ISDSBIM Licence, the Contractor will have access to the Contents through the ISDSBIM system to be indisputable. Per the demand of the Contractor, the Provider is obliged to make the Contents of the ISDSBIM system through the API ISDSBIM Licence available to the third parties designated by the Contractor if they prove that the creation of such access is necessary for meeting the obligations of the Contractor that stem for them from the legislation. In the context of the previous statement, the remuneration of the Provider and the costs of the Provider that they paid for making the Contents of the ISDSBIM through the API ISDSBIM Licence available to third parties is already included in the Remuneration. The Provider takes into account that while the Contract is in effect, the list of persons designated by the Contractor in accord

with this paragraph can be changed, while keeping in mind that the obligation of the Provider to make the Contents of the ISDSBIM available through the API ISDSBIM Licence to said persons is not affected.

6. Per the demand of the Contractor, the Provider commits to negotiate with the Contractor about concluding any contracts that would treat the conditions under which the Provider could establish access to the ISDSBIM system through the API ISDSBIM Licence for Subscribers and the conditions under which the Contractor could give their consent to the Provider to use the Contents within the access to the ISDSBIM system above and beyond the framework of the previous paragraph, which is not affected by this provision. For such cases, the Contracting Parties hereby commit to approach the contractual negotiations described in this paragraph in good will and that the conditions under which the Provider makes the ISDSBIM system accessible to Subscribers shall be commonplace for the place and time, and on part of the Provider, that the conditions shall be similar to those under which they provide similar services to third parties. The Contractor is entitled to withdraw from the Contract in the case that a contract as delineated by this paragraph is not concluded.
7. The Provider commits to not take any steps that would block the access to the ISDSBIM for the Subscribers. The Provider hereby commits to provide the necessary cooperation to the Contractor and the Subscribers, who can regularly request the establishment and enabled access to the Contents through the ISDSBIM system under the conditions agreed upon with the Contractor, or, if such an agreement should not exist, then under the conditions commonplace for the place and time. The use of the ISDSBIM system is discussed in further detail in Attachment No. 1 of the Contract.