

## IMPORTANT INFORMATION

### Modelling services

- In the case of inventory representations, the modelling is carried out in the state that was recorded on site when the data was collected. Subsequent changes to the inventory are gladly adapted by us for verification.
- In the case of representations of design data, the modelling is carried out in the design status that was handed over to the contractor by the client at the start of the project. Subsequent changes to the design are gladly adapted by us but could entail additional costs.
- The 3D models are modelled in all three dimensions (length, width, height) with a minimum detail size of 10 cm, depending on the distance between the object to be modelled and the viewer. An exception to this is the modelling of 3D library elements or small-scale interior representations (interior areas of wagons, cabins, control stations, etc.), which are modelled in a resolution of 5 cm detail size in all three dimensions (length, width, height).
- In the LocLab Standard LoD 9, objects smaller than 10 cm in all three dimensions (length, width, height) are either not displayed at all or in the form of a texture. In LoD 11 objects and also components of larger objects as well as parts of a component (e.g. the thread of a screw) which are smaller than 1 cm in all three dimensions (length, width, height) are either not displayed at all or in form of a texture. The client expressly has no claim to the representation of such objects.
- The representation of elements which, due to their size or significance, do not have a significant influence on the characteristics of the depicted object, is dispensed with (e.g. small ventilation grilles in the façade, cables on the façade, satellite dishes, light switches, sockets, sprinklers, smoke detectors, etc.)
- Only that which is visible from the pedestrian perspective is displayed according to LoD 9.
- The modelling is done with the help of object and material libraries, the representation of the models is accordingly abstracted and does not correspond to the original in all details. For example, specific damage or soiling is not shown.
- Facades of buildings, floor representations, room furnishings, interior representations etc. are generated on the basis of digital terrestrial photographs or orthophotos. The photographs are used exclusively as modelling templates, expressly not included in the modelling (exceptions are individual façade components and objects such as ornaments, stucco, decorative grids, decorations and inscriptions on fences, walls, monuments, technical details on machines, etc.) and are not published at any time. A façade presentation, for example, is made using neutral library elements and materials that do not allow any conclusions to be drawn about personalities (such as individual curtain hangings, company and bell signs, etc.).
- Furnishing elements in public spaces as well as in interiors (e.g. garbage cans, benches, bollards, signs, tables, chairs, sideboards, reception counters etc.) are presented using standard 3D library elements that come as close as possible to the original. The customer expressly does not have a claim to an exact representation of these furnishing elements.
- Objects (e.g. air conditioners, café seating, billboards, PCs, bathroom furniture, fire extinguishers, etc.) are displayed using standard library elements that come as close as possible to the original. Individual objects can be ordered separately on request. Legally protected objects will only be displayed by order or with the express permission of the copyright holder.
- Only properties (buildings, floor space, etc.) that are located in public space are shown in the portfolio. Private areas are only included in the model with the express consent of the owner. Similarly, façade elements, structural elements or furnishings in the room that allow conclusions to be drawn about personal references of persons cannot be represented. They will be changed or made unrecognizable.

- Personal data or data that allow conclusions to be drawn about personal references are stored and processed exclusively on LocLab Consulting's own IT infrastructure. There is no storage, forwarding or processing of such data in cloud-based solutions or data centers. We strictly adhere to the requirements of the GDPR policy.
- In production, we deploy employees in a subsidiary of LocLab Consulting who are not based in Germany. These are not sub-contractors, but permanent employees of the LocLab Group.

In order to guarantee the runability of the 3D real-time application, the following abstraction methods are provided for 3D modelling:

- The modelling of temporary installations is avoided (e.g. Christmas decorations, beer benches, market installations, advertising displays, etc.) If desired, these can be ordered separately.
- The number of equipment and decoration objects used, both outdoors and indoors, is determined according to the runnability of the 3D real-time application and may therefore differ from the original.
- Complex geometries are represented in a simplified way (e.g. curves in the form of polygons, screw threads in the form of a cylinder, etc.).
- The contractor reserves the right to make further abstractions necessary for the runability of the scene.
- The ground of large-area representations is created on the basis of a digital terrain model. In order to maintain the runnability of the 3D real-time application, the digital terrain model is transferred to a non-regular wire mesh, which saves geometry and thus data.
- In the case of large-area displays, the project area is additionally modeled in the LocLab standards LoD 8 and LoD 7 for high-performance display from a distance.

#### **Correction rounds (if agreed in the scope)**

First round of editing:

- After completion of the modelling, the client receives the finished work in a correction player.
- Within four weeks or after written agreement, the client must submit his complete correction requests. If necessary, he must also obtain and coordinate correction requests from third parties, such as his own client or subcontractors.
- Corrections can only refer to the agreed and commissioned scope of services. Otherwise, they are changes that must be discussed separately and for which a change offer may have to be prepared.
- The client must display the desired corrections in the correction player provided by the contractor. Alternatively, the client may use screenshots, which must show a clear assignment by coordinates, a location in the correction player or on an overview map in the scene. Correction players and screenshots must contain a written, comprehensible description of the error and the desired solution.
- The screenshots are handed over at once, a successive handing over of the screenshots is explicitly excluded.
- If the contractor does not receive any requests for correction within the agreed period, the service shall be deemed to have been accepted.
- All model contents not objected to are considered accepted.

Second round of corrections:

- After transmission of the correction requests, the client and the contractor agree on a deadline for the implementation of the corrections by the contractor. This can be a maximum of four weeks.
- After implementation of the corrections, the client receives another correction player (second draft).

- Should the client have correction requests regarding the corrections made, these must be submitted within two weeks. If necessary, he must also obtain and coordinate correction requests from third parties, such as his own client or subcontractors.
- Correction requests for model contents that were not objected to before are no longer permitted in the second round of corrections.
- If the contractor does not receive any requests for correction within this period, the entire service shall be deemed to have been accepted.
- After sending the second correction requests, the client and the contractor agree on a deadline for the implementation of the corrections by the contractor. This can be a maximum of two weeks.
- After implementation of the second corrections, the client receives the final deliverables.

#### **Project amendments and supplements**

The prerequisite for the possibility of a change in the contractual services (project change application) is the start of the service provision. A change in the contractual services is made when a service has already been started and the client's request for change is made after this start. A change of the contractual services is carried out according to the following procedure:

- The project change request must be notified by the client in an appropriate form.
- The minimum requirement of the project change request is a detailed description of the change request and the indication of a desired completion date.
- The contractor shall submit a corresponding modification offer stating the costs, effects on the current project and possible delivery date.
- Delivery of the offer of the contractor to the client
- Approval of the tender by the contracting authority

#### **Obligations of the client to cooperate**

The client shall cooperate to a reasonable extent in the performance of the service. In addition to the provision of services by the client already listed in the offer, the following cooperation and provision of services shall apply. These are provided by the client himself or by third parties to be commissioned by him. For services of the third parties commissioned by him, the client bears sole responsibility towards the contractor.

- The responsible and authorised contact persons on the part of the client are named.
- Provide all information and documents in a timely manner that are necessary for the proper performance of the contractor's services. This applies in particular to the timely submission of requests for correction.
- Should data and information be made available which is classified as confidential, critical or highly critical, the client must explicitly point this out and mark these data accordingly.
- Make decisions incumbent on him regarding project implementation and project content without delay and inform the contractor.
- Provide the project staff, discussion partners and informants to the required extent and in a timely manner. In doing so, he ensures that the staff he provides are qualified in accordance with the project-specific requirements.
- Carrying out the necessary coordination in terms of content and scheduling between the project on the one hand and the affected departments, projects and associated companies on the other. The customer's project staff will inform the contractor in good time and unsolicited of any special features that are typical for the industry or specific to the company.
- Take an active part in solving problems.
- If the Client or a third party commissioned by the Client does not perform a service incumbent on him properly or on time, and if this has an effect on the agreed sequence and/or schedule of the Contractor's services, the dates for the Contractor's services shall be postponed accordingly; the

Contractor may demand a corresponding written amendment to the sequence and/or redefinition of the agreed completion date.

- If the Contractor incurs additional expenses as a result of the cooperation obligations / provision of services not properly or timely provided by the Client, the Contractor shall be entitled to invoice these additional expenses additionally.
- This document is based on the known requirements and information of the client. If, at a later point in time, additional services and additional expenses become necessary due to requirements not yet known, this will lead to additions to the contract and must be paid for as part of an additional offer.
- The customer shall perform all duties to cooperate and provide services free of charge for the contractor. Further statutory rights of the contractor remain unaffected.
- The client shall ensure that the provisions do not violate the rights of third parties and, where applicable, that the necessary permits of the architects involved are available.
- The client agrees that the company name and logo may be used by the contractor as a reference or for marketing purposes. If you do not agree to this, please inform us in writing (by email).

#### **Delivery of work results and data transfer**

Digital work results are transmitted to the client in the manner agreed in the order and in the format agreed in the order. If no manner and format for the transmission of the work results is agreed in the order, these shall be made available on an online platform and the client shall be notified of the link under which the work results can be downloaded. The client will download the work results immediately and examine them for possible transmission errors. The contractor is not obliged to guarantee the permanent availability of the work results under the link provided.

Each party is itself responsible for providing an appropriate information technology infrastructure for the delivery or receipt of the contractual services.

#### **Approval**

The AG must immediately examine the data provided for delivery for defects and report these within 14 days at the latest, otherwise the service is deemed to have been provided without defects.

#### **Rights of use**

Except as expressly provided in this section, no rights or licenses are granted by this Agreement or any information disclosed under this Agreement.

A work result can be the digital representation of one or more objects occurring or planned in the real world, the representation of which is not protected by copyright or property rights of third parties ("General Work Results"). General Work Results also include digital representations that are exclusively composed of other General Work Results.

Work results in the form of digital representations of objects occurring or planned in the real world, the representation of which is protected by copyright or property rights of third parties, are referred to as "special work results". If a work product is a combination of General Work Results and Special Work Results ("Combined Work Results"), the provisions for Special Work Results apply only to the Special Work Results contained in the Combined Work Results.

Insofar as work results are named in this contract or in the documents produced in the course of the execution of the contract without further differentiation, these are in case of doubt general work results. For "general work results", insofar as the work results have been produced by the contractor or his subcontractors themselves, the contractor grants the customer rights of use in accordance with the following provisions:

- The client receives a non-exclusive, irrevocable, temporally and spatially unlimited, transferable, non-sublicensable right of use of the corresponding work results.
- The rights of use may be limited in time, space and/or content by agreement between the parties and by corresponding order and confirmation of order.

- The client is only entitled to change, redesign, adapt, further develop or otherwise process the work results himself or through third parties, as expressly granted to him by corresponding written specification in the order and order confirmation.

For "Special Work Results" which have been produced by the Contractor or its subcontractors themselves, and insofar as the Contractor is entitled to grant rights of use, the Contractor shall grant the Customer rights of use in accordance with the following provisions:

- The client receives an exclusive, irrevocable, temporally and spatially unlimited, transferable, sublicensable right of use of the Special Work Results.
- The rights of use may be limited in time, space and/or content by agreement between the parties and by corresponding order and confirmation of order.
- The client is only entitled to change, redesign, adapt, further develop or otherwise process the work results himself or through third parties, as expressly granted to him by corresponding written specification in the order and order confirmation.

This also applies to Special Work Results that are part of a Combined Work Result.

The contractor points out that the work results may contain open source software or open source components. If required, the Customer can make available a list of the open source components used, the associated licence texts and the complete corresponding source code of the open source components. For the purposes of this provision, "open source software" shall mean any software available in source code which is made available by the holder of the rights to any users free of licence fees with the right to process and/or distribute it on the basis of a licence or other contractual provision (see also <http://opensource.org/licenses/index.html>).

The contractor may only use copyleft software in a work result if he has obtained the prior written consent of the customer. "Copyleft software" is any open source software whose license stipulates that adaptations or modifications of the software must again be licensed as open source software (e.g. GPL, EPL, CPL and LGPL). The remuneration for the transfer of these rights of use is settled with the price agreed in the individual contract.

### **Freedom from rights of third parties**

The client guarantees that the information, documents or other data provided by him are free of rights of third parties and that in this respect no warning and/or authorization request has been issued against him and that no legal proceedings have been initiated against him.

The contractor guarantees that the work results are free of rights of third parties and that there is no warning and/or authorization request against him in this respect and that no legal proceedings have been initiated against him.

Each party shall immediately inform the other party in writing, submitting all documents, if claims are asserted due to an infringement of third party rights by information, documents, data or work results handed over.

The party against whom claims are asserted due to an infringement of a third party's right shall be entitled to decide alone on the further course of action, in particular whether an out-of-court settlement is to be sought or a judicial clarification is to be brought about. Prior to this decision, this party shall hear the other party.

The infringing party shall, in accordance with the agreement of the parties, immediately modify the information, documents, data or work results in such a way that the rights of third parties are no longer infringed, or replace them with information, documents, data or work results of similar quality and performance that no longer infringe the rights of third parties.

### **Compliance with the GDPR policy**

We guarantee full compliance with the basic data protection regulation (GDPR).

As part of our production process we take photographs or video recordings of public spaces. It is technically unavoidable that persons, license plates or other personal data are occasionally recorded. This data is only temporarily stored on our own servers in our premises in Darmstadt, Germany. In the first

production step, all personal data is deleted or made unrecognizable in a semi-automated and quality-assured process, e.g. license plates and faces are made unrecognizable or persons are completely filtered out of the data.

There is no transfer to third countries.

**Panoramic freedom and copyright**

We assure the compliance with the legal regulations according to § 59 of the copyright law (UrhG). Accordingly, we restrict data recording to the public space as defined in current case law, i.e. areas that can be entered without access restrictions. Such restrictions include gates, doors and barriers. Facilities that serve to collect admission fees / check tickets, as well. Paths in private property that are not marked in this way, which otherwise have no obvious restrictions on access (access prohibited), are thus subject to the regulation of freedom of panorama or freedom of street scene. Photographs taken from such paths are exempt from copyright.

For photographs in buildings or private areas that we take on behalf of a client, the client will grant a photo or film permit.

**Salvatory clause**

In the event that one of the above provisions should be invalid, the other provisions shall remain in effect.