Product Conditions PIDGraph

1. Product Specification

1.1 Bilfinger has developed a software called “PIDGraph” which supports the digitalisation of piping and instrumentation diagrams ("P&I Diagrams"). PIDGraph uses systems of machine learning (hereinafter referred to as "ML Systems“). The efficiency of ML systems depends on the extent to which they have been trained with data and on the quality of such training data.

1.2 Each individual image file containing a P&I Diagram and all information and data contained in such image file, to the extent legally protected e.g. by copyright, as a database or as a business secret, shall be referred to hereinafter collectively as "Source File". The Customer shall provide P&I Diagrams as image files for providing services and for training ML Systems which in this context shall be converted into fully digital P&I Diagrams.

1.3 In return for remuneration, the Customer shall receive the fully digitalised P&I Diagrams created by the ML Systems (hereinafter referred to as "Fully Digitalised P&I Diagrams").

1.4 Bilfinger expressly points out and the Customer acknowledges that the ML Systems provide only support in the digitalisation of P&I Diagrams. It is indispensable to effect a manual comparison between the Source File and the Fully Digitalised P&I Diagrams. The comparison between the Source File and the Fully Digitalised P&I Diagrams, the necessary follow-up work and the handling of errors are provided for in the individual quotation.

2. Cooperation

2.1 The Customer shall ensure that every Source Code contains only one P&I Diagram. It shall supply the Source Files in SVG, PNG, JPEG or PDF format.

2.2 The Source Files must be of such quality that all elements found on them can also be recognised by the human eye. Impurities such as spots or blemishes may materially affect the result of the conversion into a Fully Digitalised P&I Diagram.

2.3 The Customer shall ensure that the Source Files supplied by it do not contain any personal data.

2.4 The Customer shall deliver all symbols on the P&I Diagrams to be converted either as DEXPI-XML, as individual SVG files or in another common engineering format (DXF, DWG).

2.5 The Customer is responsible for:

- Provision of a plant identification system, which is uniform and can be applied to the provided P&I Diagrams
- Provision of the drawing guidelines for the P&I Drawings, which are edited to correctly classify the line types
- A list for assigning the texts on the P&I Drawing to the corresponding database entries or displaying how the texts are structured on the P&I Drawings
- Provision of a key contact person during the project

2.6 To the extent necessary from the viewpoint of the Customer, the Customer shall grant Bilfinger or its partners access to the engineering systems.

2.7 The Customer shall check the Fully Digitalised P&I Diagrams against the respective Source Files before it uses them.

3. Scope of performance

3.1 Bilfinger shall supply for each Source File one Fully Digitalised P&I Diagram in the output format PIDGraphML (XML or JSON) based on the DEXPI standard (ISO 15926). Other output formats may be mutually agreed between Bilfinger and the Customer on an individual basis.

3.2 The Fully Digitalised P&I Diagram supplied by Bilfinger shall be created by ML Systems. Bilfinger shall have the right to make manual corrections to the Fully Digitalised P&I Diagram before it is delivered to the Customer.

4. Rights in the Source Files, Fully Digitalised P&I Diagrams, ML Systems and in other products and services

4.1 The rights in the Source Files and in the Fully Digitalised P&I Diagrams shall be retained by the Customer alone, unless the Customer grants to Bilfinger rights therein in this clause 4.

4.2 By supplying a Source File, the Customer grants Bilfinger an irrevocable, worldwide, unlimited, non-exclusive and royalty-free right, for a term not exceeding the term of this Agreement,

(a) to store, use, reproduce and edit the Source File specifically supplied by the Customer, the Fully Digitalised P&I Diagrams generated therefrom and any manually added changes to the Fully Digitalised P&I Diagrams, to the extent and as long as required to provide the services owed by Bilfinger to the Customer under this Agreement;

(b) to use the Source File specifically supplied by the Customer, the Fully Digitalised P&I Diagrams generated therefrom and any manually added changes to the Fully Digitalised P&I Diagrams for training the ML Systems and to store, reproduce and edit the same to the extent required for such purpose; and

(c) for providing and further developing ML Systems, as well as for developing, providing and further developing other products and services such as automated engineering, engineering assistant, etc.. to store reproduce and to use the elements from the Sources and their associated context in an abstract form (both as seen as in the Source File and automatically read from the Source File and if applicable entered manually into the Fully Digital P&I Diagrams), temporally unlimited.

4.3 Bilfinger may sublicense the rights according to clause 4.2 to third parties if this is done subject to the condition that the Source Files and the Fully Digitalised P&I Diagrams shall always be used only for the purpose of improving the Fully Digitalised P&I Diagrams and/or of training ML Systems and if confidentiality pursuant to clause 6.2 is ensured. This shall in particular include the purpose of developing, providing or further developing other products and services such as automated engineering or engineering assistants. Another sublicensing by licensees of Bilfinger shall be permitted only with the Customer's explicit consent.

4.4 Strictly as a precaution, the Parties hereby establish that, in its relationship to the Customer, Bilfinger shall retain sole title to all copyright, database and other rights in the ML Systems and in any and all future products and services pursuant to clause 4.2(c). This shall include all data, all know-how and all machine learning models created from the training of ML Systems using the Source Files and/or the Fully Digitalised P&I Diagrams. Bilfinger and its licensors shall be entitled, without limitation in term, to use, to store, to reproduce and to edit all data, know-how and machine learning models created from the training of ML Systems using the Source Files and/or the Fully Digitalised P&I Diagrams, to use the same for providing and further developing ML Systems and for developing, providing and further developing other products and services such as automated engineering, engineering assistances, etc., and to grant licenses in the same, including the right to re-sublicense the same.

5. Power of disposal over rights of use; indemnification in the case of third-party rights

The Customer guarantees and insures that it is the proprietor of all copyright, database and other rights which it needs to provide Bilfinger with the Source Files and Fully Digitalised P&I Diagrams to the extent specified in clause 4, including use of the same for training ML Systems on a permanent basis and for several customers. The Customer shall indemnify Bilfinger on first demand from all claims asserted by third parties against Bilfinger on the grounds of alleged rights in the Source Files being infringed by the use provided for in clause 4 and shall bear the related legal defence costs to a reasonable extent in the event Bilfinger should decide to defend itself against such claims.

6. Data protection and confidentiality

6.1 The Parties shall without restriction treat as confidential all information made accessible to them by the respective other Party. Within the meaning of this provisions, confidential information shall be information, documents and data referred to as confidential or which by their nature are to be deemed confidential, particularly also the Source Codes and the Fully Digitalised P&I Diagrams. Information which is publicly accessible or was in the possession of the other Party already before being transmitted, and data, know-how and machine learning models within the meaning of clause 4.4 shall not be deemed confidential information.

6.2 The Parties undertake to give access to confidential information of the respective other Party only to those employees, subcontractors, suppliers and licensees within the meaning of clause 4.3 which have been entrusted with performing services under this Agreement and with which appropriate agreements on confidentiality have been entered into.

6.3 The confidentiality obligation shall continue in force also after the end of this Agreement, and that for an unlimited term with respect to the Source Files and the Fully Digitalised P&I Diagrams within the meaning of clauses 4.2(a) and 4.2(b), and in all other cases limited to the term of two years from the end of this Agreement.

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