

Special Provisions for think project! for ASP Operation

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In addition to the General Terms and Conditions of Contract, the use of think project! in ASP operation shall be subject to the following provisions:

1 Scope of services – think project!

Provider offers Customer the online use of software functionalities on the basis of which the project communications and management system (think project!) can be realized. In this respect, Customer can use, via his online access, the agreed application software and the computing power at the computing centre of Provider in order to facilitate for himself and users selected by him access to project information and project management.

2 Standard service

2.1 Performance features of think project!

- a) Browser-based graphic user interface that allows for easy and intuitive use, equivalent to common Internet applications in terms of design and operation
- b) Distribution of messages and documents to other users of the same project within the project platform
- c) Filing and storage of documents in any number, size and format as part of the storage capacity agreed on in each case
- d) Creation of keywords for these documents according to defined criteria; via predefined and user-defined forms
- e) Simple search for documents within the document inventory of a project
- f) Administration, control and monitoring of shipping processes within the project platform
- g) Each user is assigned a project-specific e-mail address. Messages and documents sent to such address are documented in the system and can be forwarded, if so requested, to a personal e-mail account.
- h) Each user is assigned a project-specific fax number. Messages and documents sent to such fax number are documented in the system and can be forwarded, if so requested, to a personal fax number.
- i) List of project-specific addresses of all project members
- j) Creation of document lists according to various criteria
- k) Specific communications paths and channels for each user

2.2 The services are supplied via a platform specifically installed for Provider at a computing centre. Generally, these services are available every day around the clock. The average rate of availability for these services is at least 98.5% per year. Routine maintenance work is performed between 10:00 PM and 6:00 AM. Users will be notified one week in advance of any larger-scale work that requires the suspension of service. Service interruptions that occur during the window of scheduled maintenance work are not factored into availability calculations. The same shall apply to disruptions due to causes beyond the control of Provider (force majeure) as well as due to errors in hardware/software components that are not supplied by Provider or due to disruptions in the telecommunications network.

All computers and system components that are necessary for the operation of the platform are operated as part of a computer network, which is separated from the Internet by

a firewall system. The computer network is connected to the Internet in a redundant manner.

2.3 Access to think project!

think project! is supplied in operational form and includes the customer data contained in the order. Provider assigns a user (administrator) a username and password for the purposes of administration. This way, the administrator can set up the necessary access authorizations and passwords for the other members of the project or of an organization up to an agreed number. The number of authorizations can be increased according to the price list.

2.4 Minimum technical requirements for access: a customary PC with a web browser and Internet connection. The Internet connection is not part of this agreement

2.5 Service hotline for administrators and users

Provision of a hotline for technical support to answer questions from users and administrators
Mondays to Fridays, between 8:00 AM and 5:00 PM, except for statutory holidays.

2.6 Service

Provider identifies disruptions within the computer network automatically. Customer can send error reports to Provider every day around the clock. Provider commences fault-clearing work no later than on the same day if the report has been received by 3:00 PM; otherwise, work will commence the following business day.

2.7 Provider shall ensure the availability of the Internet portal on the World Wide Web. However, Provider points out that this cannot be guaranteed at all times due to the technical conditions of the Internet. Provider uses modern encoding techniques for Internet transmissions for its think project! services. Provider hereby points out that it is impossible to rule out fully that a third party may intercept and/or record data during Internet communications. Provider shall not accept any liability for damage caused by the unauthorized interception and/or recording of data (e.g., e-mails) except in the event of wilful or gross negligence.

2.8 think project! shall be deemed as having been provided when the service on the Internet portal is functional and Customer's access has been cleared.

2.9 Provider shall supply the software think project! in its most current version released by Provider. If an update results in limited technical functionality, and thus less than agreed upon, Customer may request that the previous version hitherto in use be made available, but for no longer than half a year from the announcement of the software update.

2.10 Provider shall not be obligated to obtain, store or communicate information about the quality and reliability of customers or users.

2.11 Provider shall have no control over the contents or data input by customers and shall not verify them for lawfulness, completeness or accuracy.

2.12 Provider will not verify whether the data uploaded by Customer can be processed technically, particularly as concerns file size and format. Provider shall examine files uploaded by users only for malware (viruses, worms, etc.). Due to the technical circumstances, Provider shall not provide any guarantee that the files uploaded are free of malware.

2.13 Provider is not involved in any way in the negotiation or concluding of agreements between Customer and users of

the Internet portal – not as a party to an agreement, trader, agent, commission agent, broker or in any similar capacity.

3 License (ASP operation)

- 3.1 The think project! services supplied by Provider shall be protected under the Copyright Act as computer programs and databases.
- 3.2 For the duration of the agreement, Customer shall receive a non-transferable, non-exclusive license to use the services under 3.1 in the ordinary course of business for his own purposes solely via the website of Provider and solely via the servers of Provider.
- 3.3 The reproduction, distribution and public communication of the services, or of substantial portions thereof depending on the type and scope, in excess of the scope of 3.2, particularly for commercial purposes, shall not be permitted.
- 3.4 The license granted to Customer does not confer upon him title to the licensed services.

4 Entering into an agreement

- 4.1 An agreement between Customer and Provider regarding the use of think project! in ASP operation shall be entered into no later than at the time that Customer's account is cleared by Provider.
- 4.2 Customer shall accept the "Special Terms and Conditions of Use of think project!".

5 Liability

- 5.1 If defects or deficiencies occur with respect to the portal that fall under the assumed risk of Provider, Provider shall rectify such defects or deficiencies at its own expense immediately. Defects in the application software that reduce the functionality only insubstantially will be corrected by means of a software update within a reasonable period of time.
- 5.2 If such rectification pursuant to 5.1 fails (possibly even after several attempts), Customer shall be entitled to demand a reduction in the agreed fee unless such defects affect the usefulness of the services of Provider only insubstantially. The right to obtain a reduction in the fee shall be excluded if the claims of Customer are contested or have not been adjudicated yet by way of a declaratory judgment. The right to terminate without notice shall remain intact.