

General Terms & Conditions for Thinkproject Services ("General Terms") (May 2024)

1. General

1.1 Definitions. At end of document.

1.2 Scope of Application. These General Terms apply to all Services provided to You by Us on the basis of a Quote. The General Terms, together with the Special Conditions, constitute the Agreement. The Agreement represents the entire agreement about the use of the Services between the parties and it supersedes any prior proposal, representation, or understanding between the Parties. By executing a Quote, or by downloading, installing, accessing or using, or subscribing to use, the Products, You are accepting and agreeing to be bound by and comply with all the Terms and Conditions of the Agreement (personally and on behalf of any company or other legal entity that you represent when using the products or that you name as the user when you create an account), and You represent and warrant that you have the right, authority, and capacity to enter into the Agreement and to be bound any such company or legal entity to this Agreement.

1.3 Scope of Services. The scope of the services to be provided by Us to You shall be determined by the service description set out in the Quote.

We reserve the right to amend the scope and/or specification of the Services set out in a Quote if i) necessary to comply with any applicable law or regulatory requirement, ii) subject to change is infrastructure, security, technical configurations and application features, or iii) any other changes, provided that no such changes shall result in a material reduction in the level of performance, quality, security, functionality or availability of the Services and we shall inform you in any such event prior to the change.

We will use commercially reasonable endeavours to ensure that the delivery of the Services by Us to You will be in accordance with what might reasonably be expected of a business of similar scale supplying similar services ("Good Industry Practice").

1.4 Deviation Terms and Conditions. These General Terms apply to the Agreement to the exclusion of any other terms that You seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

1.5 Hierarchy. In the event of a conflict between contractual documents, the Special Conditions take precedence over these General Terms.

1.6 Third Party Declarations. These General Terms will not be affected by any representation or claim about the Services that are made by any third party, and that may be inconsistent with these General Terms. By agreeing to these General Terms, You waive any right You might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents that are inconsistent with these General Terms.

1.7 Subcontractors. We are entitled to subcontract the Services to be provided by Us as detailed in a Quote to subcontractors or to procure additional services from subcontractors.

Where Services are performed by subcontractors, or where We procure additional services from subcontractors, We shall at all times remain responsible for compliance of any such subcontractor. Where a subcontractor provides a partial service as detailed in a Quote, it shall be deemed as if We ourselves have directly provided the Service.

1.8 PO-Numbers. If You require a purchase order number ("PO number") to be included in any invoice provided by Us to You in accordance with the provision of the Services, or in connection with any Quote, You must provide Us in writing, the relevant PO number at the time the Quote is agreed and entered into.

If You do not provide Us with the PO number by the aforementioned time, you agree that We will proceed without using any PO number and will not be liable for any costs, loss, penalty, delay or other consequence arising relating to any invoices that do not meet your internal accounting requirements, invoices shall be paid strictly in accordance with the payment clause of these General Terms.

2. Subject

2.1 General. We may agree in a Quote to provide You with the following types of Services from time to time:

a. the provision of standard software, i.e. software developed for the needs of a majority of customers and not specifically for You or any customer (hereinafter "Software"):

- in the form of a service for temporary use and hosted in the cloud ("Software-as-a-Service", "SaaS");
- for use for an unlimited period of time in an IT environment operated at Your premises ("On Premises Purchase") or
- for use for a limited period of time in an IT environment operated in Your premises ("On Premises Lease") or

b. the provision of one-off services in connection with the Software ("Project Services").

- c. the provision of support and maintenance services for or in connection with the Software ("Support and Maintenance")

2.2 Software-as-a-Service (SaaS). We provide SaaS services as well as the necessary storage space (within any limits set in writing by Us in a Quote or specification) for use via the cloud (hereinafter collectively referred to as the "Platform") from the agreed point in time and for the agreed duration as specified in a Quote on server infrastructure operated by Us or by our third-party subcontractors. In addition, We grant You the usage rights set out in the Agreement to the Platform in return for payment of the agreed fees specified in the Quote.

We provide the SaaS Services in accordance with the agreed Service Levels available.

The transfer point is the router output at the computer centre operated or used by Us.

We are not responsible for any hardware and software required by You for use of the Platform or for the telecommunications connection between You and Us after the transfer point.

2.3 Interface Integration. Interface integration services which integrate the Platform to Your existing IT system landscape will only be included where expressly specified in a Quote or any Special Conditions.

2.4 Professional Services. We reserve the right to replace any persons, staff, contractors (or similar) deployed by Us in connection with the provision of the Services from time to time ("Professional Services"), provided that any replacement persons, staff, contractors (or similar) hold the appropriate qualifications to deliver the Services in accordance with Good Industry Practice.

2.5 Acceptance of Works. Where the Software and/or Services include defined outcomes set out in a Quote and identified specifically as "Deliverables" in respect of which specific acceptance testing applies, the provisions set out in the Agreement for Acceptance Testing shall apply, otherwise where Software is provided as our standard Software without specific Deliverables being agreed the Software will be deemed accepted upon supply. Services shall be deemed accepted by You on the earliest of the following:

- a. if the outputs of the Services as applicable are used by You in the normal course of your business: or
- b. 14 days following the delivery date of each element of the Services indicated by Us as delivered ready for acceptance (the "Acceptance Period").

During the Acceptance Period, you may notify us of any defective or faulty Services provided that such notice is made in writing and sets out in reasonable detail, the fault.

Any costs incurred by You in undertaking acceptance tests or similar processes in relation to the Services, shall be borne by You.

Upon receipt of written notice of a fault from You, We will take reasonable steps to resolve the defective or faulty Services. Payment of the fees set out in a Quote will still be payable during this time.

If we are unable to resolve a defective or faulty Service, we will notify you in writing, upon which you will be entitled to terminate the Agreement and receive a refund of any fees paid, calculated on a pro rata basis.

Failure by You to notify of us of any defective or faulty Service during the Acceptance Period shall mean that the Services are deemed to have been accepted.

3. Right to Use

3.1 SaaS / Plattform

3.1.1 Scope. In consideration for the fees paid by you as set out in a Quote, We grant You a non-exclusive, non-sublicensable and non-transferable (except as may be specified in the assignment section) licence to use, access and display the Platform and any other Services specified in the Quote for the duration of the Term. Any licence granted is subject to the quantitative metrics and limitations on use provided for in the Quote, including but not limited to number of authorised users ("Authorised Users") and volume of data storage made available.

Except for Customer's limited right to access and use the Platform as set forth in this section, no right, title, or interest in or to the Subscription Services, or any improvements, modifications, or derivative works thereof is transferred or licensed to Customer under this Agreement.

3.1.2 Access by or for Business Partners. Access to the Platform by or for the purposes of companies associated with You or their employees, business partners or service providers engaged by You ("Additional Authorised Users") is only permitted where you have obtained Our prior written consent. You are liable for ensuring that access by Additional Authorised Users is exclusively within the scope of the intended use of the Services for Your internal business purposes (or as otherwise agreed in a Quote) and in compliance with all conditions of the Agreement. You acknowledge and agree that any Additional Authorised Users shall be deemed third parties for the purposes of these General Terms and shall have no rights to make a claim or enforce any terms this Agreement.

We may refuse or prevent the admission of Additional Authorised Users in individual cases for good reasons, in particular if an Additional Authorised User is an employee, agent or sub-contractor of competitors of Us.

3.1.3 New Versions and Updates. We may provide new versions, updates, upgrades, modifications, extensions, patching or make similar changes to the Platform or the Services from time to time. In this event, the provisions of this section shall also apply to such modifications or extensions. This also applies if such modifications or extensions were ordered by You and paid for separately. We will take reasonable endeavours to ensure that this does not materially impact your use, intended use, or functionality of the Platform or the Services.

3.1.4 Restrictions on Use. You may not at any time (save as expressly permitted by law),

- reverse engineer, decompile, disassemble, or otherwise attempt to derive or gain access to the object code, source code, or underlying ideas, methodologies, or algorithms of any of the Our Services;
- reproduce, edit, reverse engineer, decompile, disassemble, modify, adapt, make error corrections, create derivative works from, or market the Platform or any Services thereof beyond its use in accordance with this Agreement;
- commercially exploit any of Our Services or access the Platform to develop a product that competes with the Platform or any of its features;
- sublicense, rent, lease, distribute, publish, sell, resell, assign, or otherwise transfer its rights to use any of Our Services, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;
- use the Platform to provide services to third parties, except as agreed in writing with us;
- sell the possibility to use the Platform or to let, rent or lend it for a limited period of time;
- use user accounts and/or the Platform or any other Services beyond the contractually agreed scope of use agreed in a Quote, or to have them used by third parties;
- make user accounts and/or the Platform or Services available to third parties, without our prior written consent.
- disclose passwords, usernames, or other account information to any third party, except to the applicable Authorized User;
- access or use any of Our Services for competitive analysis or to design, create, offer, or build a product or service that is competitive with any of Our Services or that uses ideas, features, or functions similar to any of Our Services.

3.1.5 User Accounts. Unless otherwise agreed, User Accounts to the Platform commence on the start date specified on a Quote. The number of User Accounts may be amended during the Initial Term or

then current Renewal Term, as applicable, by separate agreement between the Parties. You are responsible for paying for all Subscriptions whether or not such Subscriptions are actively used.

The use of a user account created for an identified natural person using that person's personal data (as account information or for log-in data) by other or further persons is prohibited. The use of a user account created for a specific natural person as an interface access for other computer programs (indirect use) is also prohibited. The same applies to the passing on of access data to a user account to persons other than the created user himself, unless they are administrators who must have access to the account for security reasons and must therefore have knowledge of the access data. The use of user accounts beyond the agreed scope shall be remunerated.

We are entitled to block and/or suspend access to any user account immediately in the event of any infringement of obligation arising under this Agreement; and We will inform You of such blocking or suspension without undue delay. Such blocking or suspension of a user, or users by Us does not affect Your payment obligations under this Agreement, which shall continue unaffected.

We are entitled to reject or block individual User Accounts for good cause. Good cause exists in particular if a user repeatedly exceeds the scope of use or if the user is an employee or representative of a direct competitor of Us (direct competitors include all legal entities and natural persons who offer similar products or services to You as We do). We will inform you about the rejection or blocking in advance with a reasonable period of notice.

3.1.6 Customer and Usage Data. Unless otherwise agreed in writing, You retain all rights to the data and information entered, added or created by You or Your users in the course of using the Platform (collectively, "Customer Data").

You grant us, our Affiliates and any of our contractual partners a non-exclusive right to use the Customer Data for storage, distribution, publication, export, adaptation, processing and reproduction (e.g. for data backups) to the extent necessary for the performance of our contractual obligations and internal business purposes.

3.1.7 Use of Aggregate or Anonymized Data. You acknowledge and grant us, and our Affiliates a non-exclusive right, in accordance with applicable Privacy Laws, to monitor Your use of the Platform and collect, use, and disclose the data generated by such use in the aggregate for the following purposes: analysis, analytics, statistical evaluation about market overview and developments ("Benchmarks") and for the further development and improvement of our products and services. We will ensure that such use does not incorporate Customer Data or Personal Information, or otherwise identify You or

Your Authorized Users, or allow any access to or ability to reverse engineer to access any Personal Data or to be able to identify or draw conclusions about specific customers, projects or persons. We may distribute and/or publish Benchmarks to third parties.

The rights of use granted by this clause are non-exclusive, free of charge, perpetual and may be transferred by Us to Our relevant business units responsible for the operation of the respective Platform functions with third parties.

- 3.1.8 Project Archive. Insofar as You make Customer Data on jointly processed projects available to other Authorised Users (hereinafter referred to as "Project Participants") with our general or individual consent during the term of the contract, We and our Affiliated Companies may from time to time, offer various project archive solutions ("Project Archive Solutions") to Project Participants on the basis of separate agreements between Us or our Affiliated Companies and the Project Participants, in each case to the extent to which the respective Project Participant was granted access the Project Data during the term of the Project.

The rights granted to Us by this section are non-exclusive, royalty-free, unrestricted in terms of territory and time, and may also be transferred or granted for exercise by Us to third parties together with Our business unit responsible for the operation of the relevant Platform Features.

- 3.2 On-Premise-Services. We may from time to time provide you with Software as an On Premises Purchase or an On Premises Lease basis. To the extent that we provide you with such Software, You are entitled to install and use the Software on a computer in accordance with the description of the Services in the Quote and license agreements attached thereto.

Purchase. Where We provide you with On Premises Purchase Software, you shall receive - subject to payment of the fees set out in the Quote - an unlimited right to use the version of the Software specified in the Quote. You will only receive a right to use updated versions of the Software during the term of a contract for support and maintenance of the Software, or as expressly agreed in writing by Us.

Lease. Where We provide you with On Premises Lease Software you shall receive - subject to payment of the fees set out in the Quote - a right to use the version of the On Premises Lease Software specified in the Quote for the duration of the term specified in the Quote. You will only receive a right to use updated versions of the Software during the period specified in the Quote or as otherwise expressly agreed in writing by Us.

- 3.3 Professional Services/Deliverables. We may from time to time provide You with various Professional Services where specified in a Quote and subject to payment of the relevant fees. Unless otherwise expressly agreed in the applicable Order Form and/or Statement of Work, We retain all Intellectual Property Rights in the Deliverables and Materials prepared by Us in connection therewith.

Where we provide You with such professional services, You agree and acknowledge that We grant you a non-exclusive, non-sublicensable and non-transferable right, for the term specified in the Quote, to access, display and make use of the Deliverables.

4. Audit

During the term of the Contract, You grant Us the right to review the use of the Products and the Platform in accordance with the Contract after reasonable notice by way of a self-disclosure by You or by way of audits by Us during normal business hours once within a period of twelve (12) months. In the event of a specific suspicion of a breach of contract, We shall be entitled to conduct a review at any time with reasonable notice to You.

You will reasonably cooperate with the review and provide access to any records reasonably requested to verify Your use of the Products and the Platform under this Agreement. You will, without prejudice to any other rights of ours, promptly remedy any breaches identified during the audit.

If it is determined during the review that you are using the Platform or Products in excess of the agreed scope, such excess use shall be compensated by additional payment in accordance with the current price list. Further claims remain reserved.

5. Third-party products & the client's own IT-systems

- 5.1 Relationship with Third Party Providers. During the provision of the Services under this Agreement, We or third parties may propose additional products or services from time to time (collectively, "Third Party Products"), including but not limited to additional applications, implementation and other advisory services.

Unless otherwise expressly agreed, the purchase or use of such Third Party Products by You and the exchange of data between You and any Third Party Product is solely between You and the relevant Third Party Provider. We do not assume any liability for or endorse any Third Party Product, whether or not it is labelled by us as "certified" or otherwise, unless otherwise expressly stated in our offer. We are not responsible for the disclosure, modification or deletion of customer data resulting from access by a Third Party Product or the Third Party Provider.

- 5.2 Interoperability with Third Party Products. Our Platform may include features designed for interoperability with Third Party Products. We disclaim all

warranties as to the fitness for purpose of any Third Party Products and under any circumstances shall not be liable for the continued availability of such interoperability features, or any loss or damages incurred by you relating to any failure of use, disruption or otherwise in connection with Your use of the Platform in conjunction with a Third Party Product. We may from time to time, for good cause, discontinue such interoperability without entitling You to a refund, credit or other form of compensation.

5.3 Third Party Products used by the Customer. To the extent that You integrate any Third-Party Products, You agree to obtain and grant to Us, our affiliates and and contractual partners a licence to use such Third-Party Products to the extent necessary for us to ensure the provision of the Services to You.

5.4 Client's own IT systems. The provisions of this clause also apply to Your own IT systems (i.e. not those provided by Third Parties, but by Yourself) accordingly.

6. Customer Obligations

6.1 Obligation to cooperate. You shall take all reasonable steps to cooperate (including but not limited to granting Us any rights or Third-Party licences) with Us for the provision of the Services at your own expense.

In particular, You acknowledge and agree that You shall:

- a.) upon entering into this Agreement, name a qualified contact person and representative for the duration of the term who has all the decision-making powers and authority required for the performance of the Agreement;
- b.) provide Us - in a format suitable for further processing or, if applicable, in the format agreed with You - with the agreed information or information required by Us from You required to set up and provide the Services;
- c.) inform Us immediately in writing of any changes to any data or information relating to You (e.g. change of address or similar);
- d.) maintain appropriate security standards for the use of the Services by Your users, and take appropriate measures to prevent and report unauthorised access to the platform and to ensure that authorised users keep the access data of their user accounts secret and do not pass them on to unauthorised third parties;
- e.) inform Us immediately in writing if there is any suspicion that the access data and/or passwords may have become known to unauthorised persons;
- f.) create the system requirements described in the service description in accordance with the current state of the art, which You or

a third party must provide, including third-party products or third-party software;

- g.) grant Us the necessary rights and/or licences of use to Third Party software, databases, server operating systems and applications;
- h.) provide the hardware equipment, network and telecommunication connections to the Internet, power supply and all other means necessary to access the Services;
- i.) ensure that the systems and data which You make accessible to Us in the course of the provision of the Service may also be operated or processed by Us for this purpose. In the context of commissioned processing, You shall check on your own responsibility whether the data transmitted by you to Us in connection with the use of the Services constitutes personal data and whether the processing of this personal data by way of commissioned processing is permissible.
- j.) inform the persons concerned in accordance with the legal requirements, insofar as personal data are collected, processed or used by You as the responsible party when using the agreed Services;
- k.) obtain the necessary consent from the data subjects insofar as personal data is collected, processed or used by You as the responsible party when using the agreed services and no legal or other permissible circumstances apply;
- l.) check data and information for viruses, trojan horses or other malware in accordance with the state of the art before sending them to Us or to our Platform;
- m.) notify Us immediately in writing after becoming aware of any defects or damage which could disrupt the security or operation of Our Services; and
- n.) be responsible for the designation and supervision of users who perform support and administrative tasks in connection with the Platform on Your behalf, such as the creation of new user accounts and the administration of user roles and permissions. We will train the users as specified in the Offer, but will not be liable for their acts or omissions.
- o.) On-Premise Services:
 - make a backup of the Program status and/or the data (backups) of the Software and system environment used by You before each change to the Software or its contents; We recommend that You first make each change in a test environment and carry out a data backup adapted to the current state of the art and to your operating requirements;
 - document any changes made by You to the Software or system environment and

to make them available to Us, if necessary, in the event of fault reports;

- inform Us of any applicable guidelines for remote access in the event of remote access to the software or system environment at Your premises and to allow Us remote access free of charge;
- to the extent necessary within the scope of agreed tests, provide test cases, test data and test environments;

p.) treat all access data (e.g. identifications, passwords) transmitted to You or accessible to You, confidential, store them carefully (in particular if necessary for the ongoing operation) and to only allow them to come to the knowledge of those persons who may use them in accordance with your applicable internal authorisation.

You will provide all reasonably necessary and/or requested co-operation in a timely manner in order for Us to provide Services in a reasonably timely and efficient manner.

If You do not provide the required cooperation, or do not provide it on time or in the agreed manner, any additional expenses and damages resulting therefrom shall be borne by You. This includes, in particular, expenses for the provision of resources that are firmly scheduled (e.g. training managers), insofar as We are unable to deploy the resource elsewhere.

- 6.2 No unlawful Use. You and Your Authorised Users may not use the Platform or any of the Services for unlawful purposes, in particular not for storing content that violates any applicable law, official requirements or the rights of third parties. We are entitled to immediately block and/or suspend your and any Authorised User access to the Platform, or any storage space if and as long as there is reasonable suspicion that the stored content is illegal and/or infringes the rights of third parties. We will promptly inform You about the blocking and/or suspension and the reason for it.
- 6.3 Third Party Claims. You shall fully indemnify Us against any and all claims or demands made against us by third parties due to the use of the Platform or Services by You or any of Your users in breach of this Agreement (including all reasonable legal costs as well as any losses or damages for whatever reason).
- 6.4 Data Backup by Customer. The Platform shall serve as temporary storage of data during the period of a project, it is not intended to be the sole permanent database for important data. You therefore agree and acknowledge that it is your sole responsibility to continue to keep the data transmitted to Us via the Platform in accordance with their relevance in your systems.

7. Availability, SLA & Support

To the extent that it is relevant, and where service levels have been appended to a Quote, We will use reasonable endeavours to ensure the availability of the Services and support services agreed in the respective SLA.

8. Remuneration, Payment Terms, Price Changes

8.1 Remuneration. Fees for Services shall be as set forth in each Quote.

All fees will be invoiced and paid in Euro or as otherwise set forth in the applicable Order Form.

Except as expressly set forth herein, all fees are non-refundable upon receipt by Us. You are responsible for providing complete and accurate billing contact information to Us on the initial Quote and notifying Us of any changes to such information.

All invoices shall be due upon receipt, unless otherwise expressly set forth in the Quote.

8.2 Billing – Recurring Services. Unless otherwise agreed in the Quote, the fees for the use of the Platform and any other recurring services, shall be invoiced during Initial Term and any Renewal Term annually (i.e. for 12 months periods) and upfront.

8.3 Billing – One-off remunerations / services. Unless otherwise agreed in the Quote, one-off Services or payments (e.g. for configurations, professional services or training) shall be invoiced in full upon completion of the agreed Services.

8.4 Payment Term. Unless expressly agreed in writing in the Quote, the fees shall become due upon issuance of the respective invoice and shall be paid within 14 (fourteen) calendar days from the invoice date without deduction or set off.

8.5 Actual Use. The obligation to pay the agreed fees specified in a Quote for the Platform and/or the Services is - independent of whether actual use has taken place.

You acknowledge and agree that You have an obligation to pay the fees without deduction or set off and in any event regardless of whether and to what extent You actually use the Platform, the Software or the Services or the User Accounts.

This also applies if You are unable to use the available services for reasons within your control, e.g. if you stop the Project, or where We have blocked or suspended your access to the Platform or Services in accordance with the Agreement.

8.6 Withdrawal of Users. Unless otherwise expressly agreed, the withdrawal or replacement of Users by You during the term of the Agreement will not result in any reduction in the agreed fees specified in the Quote nor will it result in any obligation on Our part to refund any fees paid or any part thereof.

8.7 Exceeding of the Right to Use. If You exceed the contractually agreed scope of use, We shall be entitled to invoice You for the increased use in accordance with the prices agreed with You in the Order.

8.8 Right of Retention. A right of retention may only be asserted on the basis of counterclaims arising from the respective contractual relationship.

8.9 Objections. Where you wish to dispute a part or whole of an invoice for Services provided by Us, such dispute must be raised (on reasonable good faith grounds with sufficient detail to allow Us to consider) within a period of not more than 4 weeks after receipt of the invoice by written notice addressed to Us at our office indicated on the invoice.

After expiry of the aforementioned period without disputes, the invoice shall be deemed to have been approved by You.

If You dispute the accuracy of any invoice, then You shall pay all undisputed portions of the Disputed Invoice when due, but may withhold any portion that is disputed in good faith pending resolution of the dispute, provided You are cooperating diligently and in good faith to resolve the disputed portion of any invoice.

8.10 Set-Off. You acknowledge and agree that any fees paid or payable under this Agreement are due without set-off our counterclaim.

8.11 Changes. In addition to any price adjustments agreed in the Quotation, We may change the agreed remuneration for the Services with Your consent. Your consent to any such change will be deemed to have been given if (i) We give you at least thirty (30) days' notice of the proposed change before the proposed effective date and (ii) you do not object to the change within four (4) weeks of receipt of the notice. In the notice to You regarding the proposed change, We will expressly state the consequences of failing to object to the change.

8.12 Default Interest. Interest shall accrue on late payments at the statutory rate of interest on arrears or, where there is no statutory rate of interest on arrears, at the base rate set by the respective central bank of the country in which we have our registered office.

8.13 Rights in Case of Late Payment. If any payment is 30 days or more overdue (i.e. a further 30 days expired since the agreed payment deadline), we may, without limiting our other rights and remedies, suspend your access to the Platform or the Services until the amounts due are paid in full.

Suspension of Services in the event of late payment will not give rise to Your termination of a Quote or this, but We will be released from providing the Services during the period of late payment. Suspension

or blocking of access in accordance with this provision does not release You from your obligations to pay the agreed fees, not even for periods during which Your access is blocked, and does not entitle You to derive any rights or claims against us due to or from the suspension or blocking of access.

8.14 Currency & Taxes. Unless otherwise stated in the offer, all prices are in Euro plus VAT or applicable indirect taxes at the applicable statutory rate. Each party is responsible for identifying and paying all taxes and other governmental charges imposed on that party in respect of the transactions and payments.

9. Defects in Performance

9.1 Material Defect. Material Defects in the Platform, Software or the Services will be dealt with by Us within the agreed fixed reaction times specified in the Quote or agreed SLA, and will apply after You have notified Us in writing of the defect.

The parties understand a material defect in software to mean the following: A material defect is a condition in which the software in the available version, when used in accordance with the contract, does not perform a function specified in the service description or in the documentation provided for reasons for which We are responsible and this has a fundamental effect on the suitability of the Platform or the Software for its agreed use. In particular, no defect shall be deemed to exist if (i) the problem was caused by improper installation or handling of the software by You or by third parties and/or is used under system conditions which are not specified in the service description or in the documentation or (ii) the problem is caused by other reasons which are not within our control.

The defect shall be remedied at Our discretion by providing an updated version or a reasonable workaround to circumvent the defect. We shall be entitled to attempt to remedy the defect at least twice. Defects of the Platform or the Services which do not significantly impair the functionality will be remedied by a software update within a reasonable period of time determined by Us. In the event of only an insignificant reduction in the suitability of the Platform or the Services for use in accordance with this Agreement, you agree and acknowledge there shall be no claims for defects.

You are entitled to claim for reasonable and actually incurred damages due to defects subject to the limits on liability set out in these General Terms.

If, upon investigation of a defect by Us, it transpires that there is no defect or that the defect is not attributable to Us, We shall be entitled to invoice You for the reasonable costs and expenses actually incurred in relation to the investigation of the defect.

9.2 Defects in Title. We warrant that the Platform and the Services are provided to You free of any conflicting rights of third parties for use in accordance with this Agreement.

You shall inform Us immediately in writing if You become aware of any third party rights to Services provided by Us or if a third party refers asserts a claim, or notifies an intention to make a claim against You on account of such rights.

At Our request, You shall leave the defence of any such claims asserted by third parties to Us, and shall immediately provide Us with all information necessary to deal with such claim, including the nature of the claim in reasonable detail.

If the Services are encumbered with third party rights, We shall be entitled, at Our option, (i) to eliminate the third party rights or the assertion thereof (e.g. by payment of licence fees), or (ii) to modify Our Services in such a way that third party rights are no longer infringed. We will notify You in writing of any such changes.

10. Intellectual Property

10.1 Provider IP. We are and shall remain the sole owner of all rights in all documentation, modifications, improvements, upgrades, derivative works and all other intellectual property rights in our Platform and our Services, including our trademarks and all software code developed by, for or on behalf of Us, whether existing or subsequently developed and whether or not relating to You, and all derivative works thereof (the "Provider IP"). Intellectual property rights are not transferred and You do not acquire any ownership or other irrevocable rights in the Platform, Software, Services or any other services provided by us.

If, notwithstanding the foregoing, any intellectual property rights in our Services are acquired by You (including any new intellectual property rights), You hereby agree to assign such rights to Us as they arise (and to the extent such intellectual property rights cannot be assigned, You hereby grant Us an exclusive and comprehensive right and perpetual payment free licence to use them). You agree to do all such things and sign all such documents as We may reasonably require in relation to the assignment of all Intellectual Property Rights to us or our licensors.

10.2 Liability for Infringements of Intellectual Property

Rights. To the extent permitted by Law, We will only be liable under the terms of this Agreement for infringement of third party intellectual property rights if (i) You immediately notify us of any infringement or alleged infringement of which You become aware; (ii) You do not make any admission of liability or agree to settle any such claim without our prior written consent; (iii) You permit us to conduct and/or settle, at our expense, all negotiations and litigation arising out of any claim or action relating to the alleged infringement; and (iv) You provide us, at Your own expense, with such reasonable assistance as may be necessary for such settlement or negotiation. Notwithstanding the foregoing, if an infringement of a third party's intellectual property

rights is due to Our wilful misconduct or gross negligence, the statutory provisions shall apply.

We will not be liable for any claim of infringement or alleged infringement to the extent that such claim (i) arises out of Your possession, use, development, modification or operation of the Software, Platform or Services (or any part thereof) not in accordance with the terms of the Agreement; (ii) if You fail to take corrective action directed by us; or (iii) is based on any item or content provided by You which has been incorporated into the Services at Your request.

11. Liability

The following liability provisions shall apply:

11.1 Legal Liability. We do not exclude liability for:

- (a) death or personal injury caused by the negligence of Us, our officers, employees, contractors or agents;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other liability which may not be excluded by law.

11.2 Limited Liability. Except as expressly stated in Clause 11.1:

(a) We shall not in any circumstances have any liability for any losses or damages which may be suffered by You (or any person claiming under or through You), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:

- (i) special damage even if We were aware of the circumstances in which such special damage could arise;
- (ii) loss of profits;
- (iii) loss of anticipated savings;
- (iv) loss of business opportunity;
- (v) loss of goodwill;
- (vi) loss or corruption of data;
- (vii) wasted expenditure,

provided that this Clause 11.2 shall not prevent claims for loss of or damage to Your tangible property that fall within the terms of Clause 11.2 or any other claims for direct financial loss that are not excluded by any of categories (i) to (vi).

11.3 Limitation of Liability. Notwithstanding the provision in the above paragraphs, Our total liability whether in contract, tort (including negligence) or otherwise and whether in connection with this agreement or any collateral contract, shall in no circumstances exceed a sum equal to the fee paid under a Quote.

You agree that, in entering into this Agreement, either You did not rely on any representations (whether written or oral) of any kind or of any person other than those expressly set out in this Agreement or (if You did rely on any representations, whether written or oral, not expressly set out in this Agreement) that You shall have no remedy in respect of such representations and (in either case) We shall have no liability in any circumstances otherwise than in accordance with the express terms of this Agreement.

- 11.4 Services Provided Free of Charge. Insofar as services are provided free of charge, We shall only be responsible for intent and gross negligence.

12. Duration & Termination of the Contract

- 12.1 This Agreement will commence on the day of execution of the Quote or any date defined in the Quote as Effective Date, and, – subject to termination rules in this section - will continue until the end of the subscription period of the Platform set forth in the initial Quote and any Renewal Term(s).

- 12.2 Unless otherwise specified in the Quote, the SaaS services, on-premise rental services and other recurring services (together the “Recurring Services”) have a fix minimum term of twelve (12) months (“Initial Term”). A termination for convenience to an earlier point in time than the end of the Initial Term or any Renewal Term is not possible.

The minimum term for Recurring Services shall commence – unless otherwise specified in Quote - on the date that the Quote is agreed between the parties in writing and, if no automatic termination of the term with expiration of the minimum term agreed in Quote, shall automatically renew for subsequent twelve (12) month periods upon the expiration of the Initial Term and any Renewal Term unless either party provides the other party with written notice of its desire to not renew at least three (3) months prior to the end of the Initial Term or any Renewal Term in accordance with the following provisions or the Parties expressly agree otherwise in writing.

- 12.3 The right to extraordinary termination for good cause remains unaffected subject to the following clause. Good cause shall be deemed to exist if facts are given on the basis of which the party terminating the contract can no longer reasonably be expected to continue the contract, taking into account all the circumstances of the individual case and weighing up the interests of the contracting parties. If the good cause consists in the breach of a contractual obligation, the termination shall only be permissible after the unsuccessful expiry of a deadline set for remedial action or after an unsuccessful warning, unless the setting of a deadline is dispensable by law.

In the event of termination for good cause, we shall be entitled to remuneration for the services rendered on the basis of the contract until the termination takes effect. However, the remuneration shall not apply to those services for which you can demonstrate that they are of no interest to you due to the termination.

- 12.4 Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party where a party fails to make payment to the other party within 30 days of such payment being due.

- 12.5 Consequences of Termination. Upon termination of this Agreement and unless expressly agreed otherwise:

- a) all provisions of this Agreement shall cease to have effect except those provisions which by express provision or by their nature are intended to continue in force in the event of termination of this Agreement or the continuance of which is expressly agreed;
- b) the parties shall (without prejudice to any other right or remedy) forthwith make any payment due or to become due to the other party;
- c) all relevant authorisations and registrations to use the Services (including any Quotes) shall automatically terminate;
- d) We shall be entitled to delete the Project Data and Customer Data from all our systems no later than 30 days after the termination of the Contract; any statutory retention periods applicable to us and/or any rights of use to Project Data and Customer Data existing beyond the end of the Contract shall remain unaffected;
- e) You shall be entitled to back up Your data files on in good time before the end of the contract (e.g. by downloading project data). If You wish to secure the data beyond the contractually agreed scope in these General Terms, We will be able to provide additional support to You subject to a separate written agreement.

13. Confidentiality

Confidential Information. The parties shall keep confidential all information that has come to their knowledge within the framework of the contractual relationship and shall use it only for the purpose of fulfilling the contract and with the express consent of the respective other party vis-à-vis third parties. Information to be treated as confidential includes (but is not limited to) information expressly designated as confidential by the party providing the information and such information whose confidentiality results from the circumstances of the transfer. The content of the contractual agreements between the parties shall be treated as confidential in any case.

Exceptions. The obligations under the preceding paragraph shall not apply to information or parts thereof which the receiving party proves (i) was known or generally accessible prior to the date of receipt or becomes known after the date of receipt by a third party lawfully and without any obligation of confidentiality; (ii) was known or generally accessible to the public prior to the date of receipt; or (iii) became known or generally accessible to the public after the date of receipt without any responsibility on the part of the party receiving the information.

Public Statements. Public statements by the parties regarding a collaboration will only be made by prior mutual agreement. You are not authorised to act as Our agent or trading partner. You may not use any information about a proposed or existing relationship for reference or marketing purposes without Our prior written consent.

Duration. The obligations pursuant to this Clause shall continue to exist beyond the end of the Agreement for a period of five (5) years.

14. Data Security & Data Protection

Data Security. We maintain administrative, physical, and technical safeguards in connection with the the Plattform that are no less rigorous than accepted industry practices for information security and shall ensure that all such Subscription Services safeguards, including the manner in which Customer Data is collected, accessed, used, stored, processed, and disposed of by the Subscription Services, comply with applicable data protection and privacy laws, as well as the terms and conditions of the Agreement.

Data Protection. The provision and use of the Services may require the processing of personal data. The Parties shall comply with the provisions on data protection applicable to them at the time of the provision of the Service, as amended from time to time.

Commissioned Data Processing. If We process personal data on your behalf in the context of the provision of Services, We will comply with the legal requirements of commissioned data processing and your lawful instructions. For your part, You are obliged to comply with the obligations incumbent on you as the Controller. The details of the commissioned processing are governed by a Data Processing Addendum ("DPA") to be concluded. Unless the parties expressly conclude another DPA, the DPA available at <https://thinkproject.com/dpa/> shall apply and shall become an integral part of the Contract upon its conclusion.

15. Updates & Developments

New Releases/Changes. In order to improve the functionality of the SaaS Services, to adapt to changed legal or technical conditions, API compatibility or with regard

to further developments of the Services or technical progress, you hereby agree We may adapt the Services after the commencement of this Agreement without Your specific further consent. In particular, the following adjustments may be made:

- Changes, additions and extensions to the Services which are necessary from a safety and/or legal point of view;
- Changes due to changes in the Services of upstream suppliers (in particular cloud providers), which they can unilaterally enforce against Us on the basis of the applicable contractual conditions;
- changes in system requirements (third-party software, hardware, in particular various operating systems, database systems, browsers). The operability of the Platform and Software is regularly guaranteed for versions of the system requirements which are supplied by the respective manufacturer in "standard support". In the event of discontinuation by the manufacturer, We reserve the right to replace the system requirements with products from other manufacturers.

You will be informed of such adjustments before the planned entry into force of the adjustments, insofar as the adjustment leads to a restriction in the usability of previously generated data or the changes are not exclusively in your favour. The information shall be provided in writing.

Significant Adjustments: In the case of material adjustments, You have the right to object to an announced change. A material adjustment is deemed to exist if

- a discontinuation of functionalities occurs;
- Restrictions arise in the usability of previously used types of data;
- workflows/business processes are completely omitted;

If a change will create a significant reduction in specified functionality for Software or Services then the Customer shall have a right to request within 30 days in writing that the changes are not applied to them, if We agree or provide a workaround to maintain functionality, the Agreement shall continue unaffected, if we do not agree that the changes won't apply we shall inform the Customer within a further 30 days and either party may terminate the affected part of the Quote on not less than 30 days written notice.

Costs. New releases or new versions of an agreed Service or parts thereof, the sole purpose of which is to improve the performance, security, stability or compatibility of the Service or parts thereof, and which do not materially change the agreed product, will be made available to You without additional charge; their use does not require a separate agreement.

Follow-Up Products. Our products are constantly being further developed. This can lead to a product being completely replaced functionally by a new product or a new

solution ("Successor Product"). In this case, the successor product replaces the existing product. You do not have the right to free access or use of the Successor Product; the conditions of use of Successor Products must be agreed separately and are subject to a separate written agreement. If services are replaced by a Successor Product or generally no longer developed and therefore discontinued, We will announce the discontinuation in text form or in writing ("End of Life") with a notice period of at least six (6) months. This announcement will also be deemed to be a termination of the respective service and will become effective upon expiry of the six (6) months. We will inform You with the written notice about possibilities and supports about a migration to a current successor product, if available.

Free Services. We reserve the right to unilaterally change services provided free of charge at any time and to discontinue the provision of free of charge services at any time, i.e. to partially terminate the contract in this respect. In doing so, We will aim to (but have no obligation to) give You one (1) months' notice in writing of such changes or discontinuation of services.

16. Reference

Unless expressly agreed otherwise in the Quote, by concluding the Agreement you declare your consent to being named as a reference customer using Your company name or company logo and the product used on Our website www.thinkproject.com.

17. Force Majeure

Neither party shall be in breach of this Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for four (4) weeks, the party not affected may terminate this Agreement by giving thirty (30) days' written notice to the affected party.

18. Miscellaneous

Assignment. We are entitled to transfer the contract (including all our rights and obligations under the contract) partly or as a whole to Affiliated Companies by notice in writing to You. In other respects, the transfer of the contract or the assignment of individual claims arising therefrom by one party requires the prior written consent of the other party, which may not be unreasonably withheld.

Formal Requirements. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

Applicable Laws & Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and

construed in accordance with the laws of the country in which We have Our registered office (excluding any reference to any other law and excluding the UN Convention on Contracts for the International Sale of Goods). The parties irrevocably agree that the courts of the country having jurisdiction for Our place of business in which We have Our registered office shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Place of Performance. The place of performance and payment shall be our registered office.

Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement.

If any provision or part-provision of this Agreement is deemed deleted, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

Remedies. Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

Definitions: see next page.

DEFINITIONS:

Unless otherwise stated, the following terms have the meaning given below.

Additional Authorized Users: Authorized Users who are not employees of the Customer (affiliated companies or their employees, business partners or service providers engaged by Customer).

Affiliates/Affiliated Companies means any entity controlled by, controlling, or under common control with a party. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

Agreement shall mean collectively the Special Terms and General Terms.

Authorized Users means individuals (Customer's employees and employees of third-parties) authorized by Customer (or, if applicable, authorized by Provider upon request of Customer) to access and use the Products on behalf of Customer and for whom use and access has been purchased in the applicable Quote.

Benchmarks means statistics for market overviews and market developments.

Customer/You means the corporate entity listed on the Quote on whose behalf the contract is concluded.

Deliverables means all works of authorship, formulas, algorithms, databases, scripts, modifications, configurations, logos, symbols, designs, and inventions that Provider authors, makes, conceives, reduces to practice, develops or otherwise creates, either alone or jointly with others, while performing Professional Services.

Documentation means the then-current technical specifications for a Product contained in the user and system documentation made generally available by Provider to its customers.

General Terms: These general terms & conditions for the use of thinkproject services.

End-of-Life means the discontinuation of a Service by the Provider.

Intellectual Property means registered and unregistered rights in intellectual or industrial property recognized in any jurisdiction in the world, including rights in: (i) patents and patent rights, rights of priority, works of authorship, copyrights, mask work rights, moral rights, trade secrets, know-how, and proprietary information; (ii) trademarks, service marks, designs, and other designations of source; and in each case of (i) and (ii), all extensions and renewals thereof, and all applications for registration in connection therewith.

Initial Term: Period during which ordinary termination without effective cause is not possible.

On Premise Purchase means the one-off purchase of the Software by the Customer for an unlimited period of time to be hosted on an IT environment at the Customer's premises;

On Premise Lease means a lease of On-Premise Software by the Customer for a limited period of time to be hosted on an IT environment at the Customer's premises.

Party/Parties means, respectively, either Provider or Customer, and as the context requires both Provider and Customer.

Personal Information means any Data that by itself or in combination with other information identifies or is capable of identifying a specific individual.

Platform means the SaaS components with – if agreed - an agreed volume of storage space, as set out in the Quote.

PO number means a purchase order number.

Products means the On-Premise Software and SaaS Services/Subscription Services.

Provider/Us means the thinkproject entity named in the Quote and making the offer.

Professional Services means any implementation, training, consulting, or other professional services provided by Provider, as set forth on a Quote.

Project Data means all data uploaded to the platform by the customer or project participants or generated in the course of using the platform.

Project Services means the provision of one-off services in connection with the Software.

Provider IP means collectively means Trade Secrets, Copyrights, Patents, Tradenames, Trademarks, Service Marks, Know-How and any other intellectual property rights in and to any Provider Solution, including the Enhancements, the Host Systems, the Provider Data, including the Output, and Instructional Information (or any part, component or expressions of any of the foregoing).

Provider Materials means all documentation, materials, methodologies, processes, techniques, inventions, ideas, concepts, trade secrets, and know-how embodied in the Products, or Deliverables, or that Provider Software may develop or supply in connection with the Products, or Deliverables.

Quote or Order Form means any document created by Provider and incorporating the General Terms as amended from time to time, in which the Services to be provided under these General Terms are specified (e.g. pricing, scope), including all attachments and supplements thereto.

SaaS/Software-as-a-Service means the provision of software hosted in the cloud and made available via the internet for temporary use by Customer.

Services means the Provider owned Software/ Subscription Services referred to in the Quote(s), including implementation, training, professional services, support or any other services set forth in the Quote(s).

Special Conditions: The Quote and its exhibits.

Successor Product means the development or replacement of a Service in its entirety by a new service.

SLA/Service-Level-Agreement means service levels relating to the Services.

Software/Standard Software: Software developed to meet the needs of a majority of customers and not specifically for the Customer or one customer.

“Subscription Services” means the specific components of Provider’s software as a service platform as set forth in any applicable Quote.

Support Services means the support services for the Subscription Services, as described in the Service Level Agreement.

Third-party products: means any additional products, services and/or technology solutions owned by third-parties.

Training means the training services purchased by Customer.

Usage Data means all data relating to the use of the Products by the Customer.

User Accounts means accounts created for Authorised Users that enable access to the agreed product and require the entry of login data. Unless otherwise agreed, user accounts are assigned to a specific person and may not be used by several persons or by other persons.