

GENERAL TERMS AND CONDITIONS OF BUSINESS OF CONJECT AG

These General Terms and Conditions of Business have been drafted in German and in English. For purposes of interpretation of these General Terms and Conditions of Business and in case of any possible conflict between German and English text the German version shall be decisive and shall prevail.

1. Preamble

conject AG, Implerstraße 11, D-81371 Munich (subsequently called „conject“) operates a internet-platform that can be accessed under the URLs www.conject.com, www.conject.org, www.conject.net, www.conject.de, www.conject.at, www.conject.ch, www.conject.ru and www.conject.co.uk. Services and products of conject are solely offered to professional users, which are either enterprises, legal entities under public law, or public funds. Natural persons have to proof upon registration, that they enter this contract solely for commercial or business-related purpose and not for consumer related purposes.

2. Range of Validity

2.1 These General Terms and Conditions of Business describe the contractual relationship between conject and persons, which are using the internet platform of conject – by accessing the offered services, products, data information and content – and where applicable, setting up project spaces, tender procedures, and initiate offers, as well as adding data or content to this internet platform (subsequently called “user”).

2.2 In addition to these General Terms and Conditions of Business the following agreements of conject are also applicable. These are the **“Allgemeine Geschäftsbedingungen für Softwarelizenzen“ (General Terms and Conditions of Software Licence Agreements)**, the **“Leistungsbeschreibungen der Leistungen und Produkte“ (Specification of Services and Products)**, the **“Leistungsbeschreibung der Kundenbetreuung“ (Specification of customer services)**, the effective pricelist and – prior to these General Terms and Conditions of Business, the **“Special Terms and Conditions for Tender Procedures“**

2.3 Dissentient or opposing General Terms and Conditions of Business of the User are not applicable; even in the case that conject does not explicitly disagree the dissentient Terms and Conditions, or in the case that certain provisions in the dissentient Terms and Conditions are not part of these General Terms and Conditions of Business of conject.

2.4 conject may revise these General Terms and Conditions of Business, the specification of services, the Special Terms and Conditions for Tender Procedures and/or the pricelist. conject may also offer services, which are currently free of charge, in the future only for consideration. In such a case, conject will inform the User about the revised General Terms and Conditions of Business, the Special Terms and Conditions for Tender Procedures and/or the pricelist. In such a case, conject will highlight the chances made and will inform about the new prices or the price for services earlier offered free of charge. The User can object these chances within one month after receiving the notice about the chances. The chances are approved, if there was no objection by the user within this period of time. conject will inform the User about his right of objection and the consequences of his approval or objection at the beginning of the aforesaid period of time.

3. Products and services offered by conject

3.1 conject offers solely technical services and products. The only exception is the content-area. The particular specifications of these services and products are defined in the description of these specifications, which are available under a certain hyperlink.

3.2 Limited by the technical and operational capabilities and under the limitations of these General Terms and Conditions of Business and the particular specifications, the user can access the following services and products under the conject internet-platform:

- **Personalized Office:** After their registration, Users can access a personalized desktop, where they can administrate the further conject services, for example the possibility to set up a database, the setup of a virtual project space or the usage of the tender platform
- for registered companies, free of charge the build-up of **in-corporate databases** by setting up individual address- and telephone index-lists.
- **virtual project spaces** (subsequently called project space): project spaces act as a project specific communication platform for projects in the construction industry between several participants.
- **Tender Platform:** The Tender Platform serves as communication platform for the handling of tender procedures; primarily the **“Special Terms and Conditions for Tender**

Procedures“.

- **Content-Area:** conject offers own content and content of Users and third parties on its platform. This content can be only seen as own content of conject, if it's clearly marked as own content of conject. All other content is content of third Users and third parties, which have to make known their authorship of this content.
- 3.3 The individual consented scope of services shall be determined by the services activated for the individual user.

4. Products and services not offered by conject

4.1 conject does not offer any content, except of the Content-Area. Information and content in project spaces are third-party content and are neither edited, prepared nor checked by conject.

4.2 conject has no influence regarding the products and services of Users (administrator, principal, bidder in tender procedure) or other third persons. conject is not involved and/or responsible for the accomplishment, realisation or handling of projects which are administrated in project spaces.

4.3 conject has no influence regarding the files and information exchanged by Users via the internet platform. Particularly conject does not warrant that the uploaded files can be technically used for certain purpose or can be accessed by other Users and that these files are virus-free. Particularly there is no warranty for certain sizes and file formats. The transfer of data, files and content takes place at the users own risk using telecommunication technologies.

4.4 conject is neither party of an agreement nor representative between Users and/or third persons. conject only provides the technical infrastructure and the usability of the internet-platform. Conject will never act as representative of Users and/or third persons. Contracts and agreements can become effective only between Users and/or third persons.

5. conclusion of contract, term of agreement, notice of termination

5.1 Accessing the services and products of conject is only permissible, if the User is of full age (adult), not limited in his legal capacity and if his place of residence of business-residence (place of record) and domicile is the same place, he named at his conject registration.

5.2 A contract on basis of these General Terms and Conditions of Business shall become effective if set out in written between the parties without using the internet-platform, or if conject accepts and activates the usage of the internet-platform upon the users offer by his registration. conject is not limited in the decision to accept or refuse a users contractual proposal.

5.3 Within the limits of the internet-platform the project spaces are operated by the administrator. Administrators operate the project space autonomous and on their own risk; conject is providing the internet-platform itself. The administrator can decide on his own, which User may access his project space and which access authorisations this user may have. If the User requests access to a project space and the administrator authorises this access, a contract between User and administrator becomes effective. At the same moment, a contract between conject and this particular user, concerning the access of the internet-platform and the validity of these General Terms and Conditions of Business will come effective.

5.4 In order to access services which are not free of charge, conject may request additional information of the User, dependent of the way of payment.

5.5 The contract between conject and the User is not limited in time and extends automatically unless one party gives written notice of termination one month prior to the intended termination (cancellation period), which can be the last day of each month, unless there is a longer cancellation period specified in the “Special Terms and Conditions for Tender Procedures“.

5.6 If the User does not access the internet-platform, using his username and password in single period of more than six months, conject has the right to terminate the contract by written notice and without a certain cancellation period.

5.7 The right to terminate the contract on important cause remains unattended. A important cause to terminate the contract is for conject particularly, if

- the User infringes the conject specifications for usernames and passwords (see also No. 7.1); or
- the User infringes the provisions No. 7.2 and 7.3 and does not immediately discontinue these infringements after notice by conject or
- if the User is in default with his payments for more than two successive months, see also provision No. 11, or
- the user infringes provision No. 13.1

6. **Quality of service**
- 6.1 The internet is a non hierarchic organized data network, which consist on numerous networks and computers, which are operated by independent third persons. conject has no influence on data transfer via the internet and cannot take responsibility for the accessibility, reliability and quality of telecommunication networks, data networks and technical infrastructure of third persons.
- 6.2 conject warrants the Users which are paying for using the internet-platform an annual average availability of the server, which runs the platform provided by conject, of at least 99,5%. This warranty is not applicable for project spaces used for testing and pilot projects. Maintenance and adjustments of the platform do not count for the grade of availability, if they are announced in advance.
7. **Customers duties and obligations**
- 7.1 To prevent unauthorized access to the internet-platform and to project-spaces, the User has to choose a username and password, which will be used to identify the User upon access of the internet-platform or the project space.
- 7.2 Particularly the User is obliged to:
- update his personal user profile and the companies conject user-profile immediately upon all changes of his address, his information required for billing the services (billing-address, credit-card number, bank account details, etc.) of his company, changes of the legal status of his company (legal entity), changes in the company address; the conject-profile includes all data of the user, entered by the user at his registration or due to usage of the conject services and product.
 - ensure that his username and password can not be accessed by third persons, and to keep this data safe from third persons, and to chance or let change his username and/or password immediately, if there is a reason to believe that third person could have obtained this information;
 - to include necessary information about the user for all services ("Anbieterkennzeichnung"), compliant to the legal requirements;
 - to comply with all legal regulations – particularly regarding the protection of private data.
- 7.3 The User guarantees,
- that he does not use or transfer technical equipment, software or other data or executes applications or upload content in the internet-platform, which include computer viruses or include the risk to influence, impair or destroy such technical equipment, software or data of conject, administrators, third users or third persons.
 - not to use technical equipment or software or to upload content to the internet-platform, which infringes copyrights, trade mark rights, industrial property rights or other rights of conject, users or third persons,
 - not to upload content to the internet-platform or to point out to such information or to establish hyperlinks to such web pages, that contain illegal or immoral content or that could damage the reputation of conject, other users or third persons.
- 7.4 The user shall indemnify conject from all claims because of any infringements of provision 7.2 and 7.3 and is liable to conject for all damages related to these infringements.
- 7.5 conject may restrict or block the access to data (particularly tender procedures, offers, project spaces or separate content), that violate provision 7.3, and conject may also delete such data.
- 7.6 The User will inform conject immediately upon the reasonable suspicion, that other users, the administrator or third persons could use the internet-platform illegally as specified in the provisions before.
- 7.7 The User is responsible for the usage of the internet-platform and project spaces by third persons in the same manner as for usage by himself, if this usage takes place under the username and password of the user, unless the user proves, that he is not responsible for this unauthorized usage of the user's username and password.
8. **Responsibility for content**
- 8.1 The User is responsible for content and date that he uploaded to the internet-platform. The administrator is responsible for content and data stored within his administrated project space; within the legal provisions this responsibility includes also content from third users, the administrator admitted to the project space. Such content will be considered third party content towards conject.
- 8.2 The user is, regarding to own content, obliged to include precise information about usage rights, copyrights, and industrial property rights.
- 8.3 conject is not obliged to examine content of users and to verify that this content does not contain any illegal or immoral content. The User is solely required to perform this examination and verification of justness, completeness, credibility of content.
9. **Limitation of liability**
- 9.1 **Infringement of fundamental rights to life, limb or health.** conject is liable for culpably caused infringement of fundamental rights to life, limb or health.
- 9.2 **Intentional or negligent breach of duty.** conject is liable for all damages caused by intentional or grossly negligent breach of duty. Limitation: If these damages are caused (1.) by grossly negligent breach of duty and (2.) caused by assisting employees (not officers) or auxiliary persons, the liability of conject shall be limited to such damages and such an amount of loss, which is typically foreseeable for conject at the time of conclusion of this contract, depending on the acknowledged circumstances.
- 9.3 **Liability for breach of a material contractual duty involving slight negligence for services against payments.** For services against payments, conject shall be liable for all damages for breach of a material contractual duty, which is caused by slight (not grossly or wilful) negligence in a manner that endangers the subject of the contract. For services free of charge, conject shall not be liable in such cases. **Limitation:** For services against payment, the liability of conject for damages for breach of a material contractual duty, caused by slight negligence shall be limited to such damages and such an amount of loss, which is typically foreseeable for conject at the time of conclusion of this contract, depending on the acknowledged circumstances.
- 9.4 **Limitation of the sum for liability.** In the aforesaid cases of limited liability of conject, the liability shall be further limited to a maximum amount of Euro 500,000; conject shall be only liable for damages which are related to the typical usage of conject services, conject shall be not liable for indirect damages, collateral damages or consequential loss and/or loss of profit. This limitation is applicable for each case of liability and also for all cases of liability in every single calendar year.
- 9.5 **Precaution by the User:** The User is obliged to appropriate precaution and preventive measures to protect his data and applications, particular by making machine-readable backup-copies for his area of business within usual intervals. conject is not liable for the loss of data and their reconstruction, if these damages could have been prevented by the aforesaid measures. The User will utilize all technical measures, to ensure his highest possible level of internet-security.
- 9.6 **Employees and auxiliary persons.** The limitation and exclusion of liability under provision 9 of this contract includes also claims of the user against employees and auxiliary persons of conject.
- 9.7 **Statute of limitations.** Customer's claims for defects or breach of duty shall become statute-barred within one year after the users knowledge of the event of damage or two years with no regard of the users knowledge of the event of damage. If the governing law allows a shorter limitation period, the shorter period shall apply. This provision does not apply for claims under the law of torts.
- 9.8 **Product liability/warranted properties.** conjects liability under the German Product Liability Law and liability because of warranted properties remains unaffected.
- 9.9 **Liability of the lesser/renter.** Conject is not liable as lesser/renter for negligent defects at the time of the conclusion of the contract or for the time after the conclusion of the contract, within the applicable laws for rental agreements and negligence liability.
- 9.10 **Exclusion of further liability.** Conject is only liable within the scope of provision 9 of this contract. Further liability shall be excluded. conject is not liable for damages that are caused by improper usage of the internet-platform or usage contrary to the contact by the user.
- 9.11 **Usage of the internet-platform free of charge.** If the conject internet-platform is used free of charge, conject is only liable for damages caused by intentional or grossly negligent conduct by conject, and for all culpably caused infringement of fundamental rights to life, limb or health. Further one the limitations of liability under provision 9.2 and 9.4 are applicable for damage that are caused by gross negligence. All further liability shall be excluded.
10. **Availability of service and limitations for claims for defect in quality or title**
- 10.1 conject does not warrant the continuous and perfect availability of the internet-platform.
- 10.1 The User will inform conject immediately, but at least within 2 weeks if he discovers malfunctions of the internet-platform or other services of conject, in order to enable conject to perform appropriate measures to remove the malfunction.
- 10.3 If conject provides storage space against consideration, conject may correct substantial malfunctions within a grace period set by the User, in order to restore the availability and functionality of the internet-platform, or to restore the availability of the storage space. If the substantial malfunction can not be restored within the grace period, the user may reduce the consideration. The User may extraordinarily terminate the contract, if the malfunctions are of such

- substantial importance, that it would be not reasonable to continue the contract.
- 10.4 conject is not liable for delays in performance caused by force majeure that complicate the provision of services by conject or that make the provision of services impossible (particularly legal industrial dispute/strike, action by authorities, failure or malfunction of telecommunication-networks and gateways of third person providers). conject will not reimburse the User for failure of the internet-platform, services or products of conject caused by disturbance or disorder not within the sphere or responsibility of conject.
- 11. Further limitations for services free of charge**
The following provisions shall apply for services by conject, which are free of charge:
- 11.1 conject does not guarantee that services are free of disruption and malfunctions.
- 11.2 If services are used free of charge, the User can not demand access and usage of the internet-platform or other services free of charge.
- 11.3 conject may terminate or temporarily cease services that are free of charge without prior notice, or may grant further usage only against consideration, as set forth in provision 2.4.
- 11.4 Further on, the special provisions for the limitation of liability for services free of charge, as set forth in provision 9.3 and 9.11 may apply.
- 12. Terms of payment**
- 12.1 Using the internet-platform for certain services, like the creation of virtual project spaces or tender procedures – as set forth in the respective specification of services, will require consideration in money. The usage of the internet-platform against consideration will grant the user extensive access authorisation compared to the usage free of charge, for example for the personalized office or the build-up of corporate databases. In addition, particular services of the conject internet-platform, like participating in project spaces or tendering procedures may require consideration by users and administrators. The consideration for certain services may be found in the currently **effective pricelist** of conject.
- 12.2 Monthly fixed compensation plans for usage, which are independent from the amount of usage (flatrate), may be due in the consecutive month after billing each. Compensations, which are dependent from usage, will be billed each month ex post facto. Such compensations are due immediately after billing. Access to certain services against payment may depend from the user's acceptance of automatic payment (for example credit card-payment or direct-debit authorisation) or that the user accepts to pay by invoice and enters a valid billing address.
- 12.3 Compensations which have to be paid monthly can be paid by the User either by credit card, direct-debit authorisation or via invoice. conject may offer additional ways of payment.
- 12.4 The User is not entitled to offset any counterclaims against conject's claims unless they are undisputed or legally enforceable. The user is entitled to offset a right of retention or the right to refuse performance only, if the users' counterclaims originate in the same contract.
- 12.5 If the user is in delay with due payments, conject may restrict or completely lock the access to the internet-platform.
- 12.6 The User is not entitled to offset with counterclaims, if they are disputed or not legally enforceable.
- 13. credit reporting companies**
- 13.1 conject is authorised to obtain information from credit rating/credit reporting companies and bad debt insurances regarding the User.
- 13.2 on petition by the user, conject will provide these companies addresses to the user which provide such information about the user. conject may inform these companies about contract infringements and irregular termination of the contract by the User. conject will give such information to these companies if it is necessary to protect the legitimate interests of conject and if legitimate interests of the User will not be affected. conject will act compliant to private data protection legislation. The aforesaid companies collect such information to provide their customers with such information to evaluate the creditworthiness of customers or the addresses of debtors, if the customer proves a legitimate interest in such information.
- 14. Non disclosure agreement**
- 14.1 The parties are mutual obliged to handle all information confidential, particularly company- and business secrets, that become known to the other party because of the execution of this contract and which are marked in detail as confidential. The parties are mutual obliged to restrict the availability of such information to third parties only to cases, where such availability is necessary to fulfil the contract. The same applies for information, which can usually be recognized as confidential even if such information is not explicitly marked as confidential.
- 14.2 The aforesaid may not apply for information
- Which was already known to the other party earlier than the closing of this contract or contract negotiations or that was communicated by third parties as not confidential, if these third parties did not violate any non disclosure agreements themselves;
 - Which both parties individually and both developed independently from each other.
 - Which are or will become known to the public without default or effort or help of the other party
- 14.3 This non-disclosure agreement is valid during the term of this contract and after termination of the contract for one whole additional year.
- 15. Protection of data privacy**
conject will save process and delete master data, data regarding usage and billing data compliant to the legal requirements. Billing data, which is saved and necessary for the billing of usage-dependant invoices of certain services will be deleted not later than 80 days after forwarding the invoice for this usage, if this claim is undisputed and paid.
- 16. Governing law, place of jurisdiction, prevailing language**
- 16.1 The present General Terms and Conditions of Business and all agreements based thereon are governed exclusively by the laws of the Federal Republic of Germany. References to the law of other countries because of international private law shall be inapplicable.
- 16.2 Provided the User is an enterprise, a legal entity or a special public fund, or has no general place of jurisdiction within the Federal Republic of Germany, or changes his general place of jurisdiction or place of residence to a place outside of the Federal Republic of Germany, or his place of residence is not known by the time the complaint is filed, Munich, Germany shall be the place of jurisdiction for all disputes arising from the contractual relationship.
- 16.3 These General Terms and Conditions of Business have been drafted in German and in English. For purposes of interpretation of these General Terms and Conditions of Business and in case of any possible conflict between German and English text the German version shall be decisive and shall prevail.
- 17. Concluding terms**
- 17.1 Chances or supplemental terms of these General Terms and Conditions of Business must be in written form to become valid. This includes the cancellation of this term 17.1.
- 17.2 The assignment of claims under these General Terms and Conditions of Business by the User requires the prior written consent of conject.
- 17.3 Should one or more provisions of these General Terms and Conditions of Business be or become invalid the validity of the remaining provisions shall remain unaffected thereby.

July 29, 2008
conject AG