

## Special Project Conditions (SPC) of DOCUFY GmbH

### 1 Scope

The Special Project Conditions (SPC) apply in addition to the General Terms and Conditions of DOCUFY for the planning, consultancy or implementation of projects for the customer.

The SPC also apply with their referencing for all customer specific services provided by DOCUFY outside the scope of or before the conclusion of a project contract. These include in particular individually created demonstrations or presentations, or the analysis of customer-specific technical requirements.

### 2 Procedural Model

The project is executed in consecutive but legally independent steps. The concrete steps commissioned for the customer's project are as defined in the quotation. DOCUFY is not obliged to offer individual steps over and above the quotation.

### 3 Scope of DOCUFY Services

#### 3.1 Major Service

DOCUFY in general provides services on the basis of a service contract; no success is owed unless DOCUFY has expressly assumed such obligation. In particular the realization of a workshop, collection of information, adaptation to the customer's requirements and implementation are all carried out under joint project management with the customer, so that the achievement of the result or the result as such does not depend solely on DOCUFY.

#### 3.2 Additional Services

The parties may conclude additional, legally independent agreements on the documentation, evaluation, maintenance, further development and training. The daily rates and lump sum costs shown in the latest DOCUFY price list shall apply.

#### 3.3 Services not included

The provision of intermediate steps, source code, documentation or other information shall only be owed if expressly stipulated. This applies also to software created individually for the customer.

### 4 Project Steering

#### 4.1 Nomination / Change of Project Managers

The customer and DOCUFY shall each nominate a project manager and a deputy for the steering of the project. This person may only be replaced with good cause; in such a case, immediate notice must be given. DOCUFY shall be entitled to reject a nominated project manager based on reasonable grounds in his / her personality that hinders cooperation with DOCUFY, in particular if the project manager does not possess the technical knowledge required.

Until receipt of notice, the originally nominated project manager shall remain in his/her function.

#### 4.2 Duties and Procedural Rules

The project managers are responsible for the project coordination and steering. Meetings of the project managers shall be held at regular intervals and can be convened by either contracting party.

The outcomes of such meetings shall be documented and signed by both project managers. The customer's project manager shall be authorized to make binding decisions and to make and receive statements.

The duties of the customer's project manager shall include in particular the specification of service obligations, the expansion of the original order to include additional services and functionalities, the postponement of deadlines and dates and the settlement of conflicts.

The DOCUFY project managers are not authorized to reduce the compensation for services agreed on or to expand the services by DOCUFY covered by the originally agreed remuneration. Such agreements require approval by a managing director of DOCUFY for their validity.

### 5 Additional Special Obligations of the Customer

#### 5.1 General Cooperation Obligations

The implementation of complex projects requires particularly intensive cooperation between the contracting parties. The customer shall, without further request and to a reasonable extent, support DOCUFY in performing the services, in particular by giving immediate and comprehensive feedback on the content of services and on coordination processes (e.g. meetings) as well as by answering questions from DOCUFY as quickly as possible. The customer will also give all necessary or supplementary instructions that might be relevant for the intended use of the software or the related tasks.

#### 5.2 Provision by the Customer

The customer shall, at its own expense, provide to DOCUFY

- all documents, files, test data, test cases, templates and other information required for the performance of the services (or parts thereof), as well as
- all facilities required for the installation or operation of the services from DOCUFY (particularly with respect to hardware, operating systems, communicating software or security systems) in the latest or required version, as well as any other products required from third parties, free from any third-party rights that could restrict the intended use by DOCUFY, in good time without further request, at least without undue delay when requested by DOCUFY in electronic or other form.

#### 5.3 Rights to Information and Programs

DOCUFY shall be entitled to employ and use any and all information provided by the customer for all projects with the customer or third parties, unless such information has been labeled confidential prior to its provision.

The SLC shall apply to the provision of software. All source code rights shall remain with DOCUFY, even for individually created programs. DOCUFY shall in particular be entitled to include all individually created programs, with all information contained therein, in its software portfolio and to offer the same in the public market. An individual agreement deviating from this clause can be negotiated between the contract partners at additional charge. An agreement on confidentiality between the parties with precedence shall remain unaffected.

End of SPC, status 07/2015