GaBi Education License Application Form

1. In order to gain access to the GaBi Education software, you are required to complete this short form. thinkstep require this information to keep track of all GaBi users. Your information will remain confidential.

2. After completing this form please *read* and *sign* the license agreement found on the following page. Once signed, this is a binding agreement between thinkstep and you.

3. Ask your university to verify your application (this can be a supervising teacher).

4. Fax or email a scanned copy of this form **and your student ID-Card** (teachers excluded; we'll check your university website) to thinkstep:

   Email: education@gabi-software.com
   Fax: +49 (0) 711 341817-25

5. After installing the GaBi Education software you are able to use it for 1 year. There is no automatic renewal of the license, however you can apply to receive a new license.

Conditions

The GaBi Education license may only be used for education purposes in programs up to and including the level of master, or equivalent, only at Universities and Colleges. PhD students in non-OECD countries may also use GaBi Education. Projects directly funded by industry or public bodies are not permitted with this version.

thinkstep retains the right to reject an application or cancel a license if it is suspected that the license is being, or will be, used inappropriately.

Users agree that in all respects, the
- General terms and conditions of thinkstep AG (as of March 11th, 2015) and the
- Special contractual terms for the GaBi software product of thinkstep AG in the licensing of software, database contents and datasets as well as software maintenance (as of March 11th, 2015)
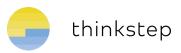
both attached hereto, apply.

Information about other GaBi licenses for educational institutions is available at the end of this document

Note about Network Licenses

Network licenses are available *only* to teachers at universities and colleges.

Network licences are designed to be deployed in a computer laboratory where all client computers are connected to the same server. GaBi Software should be installed on each machine locally.

Who are you?

☐ I am a Bachelor / Master / PhD* **STUDENT** applying for a license **for myself.**

☐ I am a **TEACHER** applying for a license **for myself.**
          My position: _____

☐ I am a **TEACHER** applying for a network license **for my computer lab.**
          My position: _____
          Number of lab computers: _____

☐ I am a **TEACHER** applying **for licenses for my students for their own computers.**
          My position: _____
          Number of students: _____
Please email us an Excel file with the student's contact details listed in the following columns:
          Mr / Mrs I First name I Last name I Email address

*Note: Only PhD students from non-OECD countries are eligible for GaBi Education licenses

Your details:

First Name: _____

Last Name: _____

Gender (Mr/Ms):   _____

Street Address: _____

Country: _____

Email: _____

Telephone Number: _____

Name of your University: _____

Name of your department: _____

Name of your course: _____

Supervising teacher: _____

Why are you applying for a GaBi Education license?

_____

Privacy-Declaration and information of data subjects according to Art. 13 and 14 EU GDPR
Please find our Privacy Policy here: https://www.thinkstep.com/content/privacy-policy

GaBi Education License Application Form

General clauses

1. Scope

1.1 The clauses of these general terms and conditions apply to all contracts between thinkstep and the client in the allocation of software and database products, software maintenance and service, technical support webhosting and IT-related as well as consulting and training services, general services or any other service to be provided by thinkstep. They also apply to future transactions even if they are not referred to explicitly.

1.2 For the purpose of this agreement,

a. "perpetual licenses" shall refer to the purchase of software against a one-off payment, where upon full payment, thinkstep grants the client the non-exclusive, indefinite right to use the contractual software and the accompanying information as per the scope listed in the individual agreement or the special contract terms for the software,

b. "temporary license contracts" shall refer to software leases where the client is granted a non-exclusive temporary right to use the contractual software and the accompanying information as per the scope listed in the individual agreement or the special contract terms for the software, or where thinkstep agrees to webhost their software for the client on a temporary basis against remuneration to be agreed upon, including software leases against a recurring fee (hereinafter "subscription"), SaaS, webhosting contracts or any other individually agreed contracts referring to an on-going obligation;

c. "maintenance" shall refer to the delivery of software and database content updates/upgrades as well as technical support services for the contractual software outside of the warranted and/ or statutory limitation period which are settled with a flat maintenance fee or as part of a subscription license contract as described below;

d. "paid expert services" shall refer to services other than the maintenance described above such as but not limited to installing and customising the software, programming additional features, instruction, training as well as hosting against additional remuneration to be agreed and expert consultancy as described below.

1.3 "Special contract terms for the GaBi software product" or "Special contract terms for the SoFi software product", special terms for webhosting, SaaS or any other special contract terms as well as the open source license terms apply additionally in their respective most recent version.

1.4 Other additional terms of the client that deviate from these regulations only apply if thinkstep has approved of these in writing. If the client is not in agreement with these, they must notify thinkstep immediately in writing.

1.5 Should contradictions or ambiguity between terms arise, the terms and agreements shall prevail in descending order (hierarchy) as follows:

a. individual contractual agreements;

b. special contract terms in sections 1.3;

c. these general terms and conditions as per section 1.1.;

d. additional terms and conditions of the client, if approved and applicable.

2. Contract conclusion/products and services/sub-contractors

2.1 Unless otherwise stated in thinkstep's offer, thinkstep's range of products is subject to change.   A contract is formed when thinkstep confirms the order or with delivery/invoice of the client's legally binding order. If thinkstep submits an offer, the contract is concluded with acceptance of the order by the client. Unless otherwise stated in the offer, offers are valid for three weeks from the offer date.

2.2 The respective service results from the binding order confirmed by thinkstep or from the offer confirmed by the client (hereinafter referred to as "offer" for both alternatives) or the   delivery note.

2.3 thinkstep can let the contractual services be performed by third parties (sub-contractors) unless the client has justified objections against the third party.

3. Service provision/contractual alterations

3.1 thinkstep provides the services covered by the contract on the dates agreed upon in writing. In the event of hindrances due to force majeure, industrial disputes or other circumstances which thinkstep is not responsible for, the agreed upon dates will be appropriately postponed – at least by the duration of the hindering events.

3.2 If the client wants to change the contractually determined volume of services to be provided by thinkstep, they should forward the request for alteration to thinkstep in writing. Requests for alteration may be rejected by thinkstep if the implementation within the scope of contract fulfilment is unreasonable for thinkstep. thinkstep has to inform the client about this immediately after checking the request for alteration. If checking the individual request of alteration requires more than 2 hours, thinkstep has the right to invoice the exceeding expenses as per its current pricelist. Upon checking, thinkstep submits a binding offer to the client which becomes contractual content with the client's written order confirmation even with regard to dates for provision of service. Any delays or down time that arise within the scope of contract fulfilment due to checking the request for alteration, extends the contractually agreed upon execution date appropriately.

4. The client's obligation to cooperate

4.1 Where it is agreed that remote access is required (in particular for rectification of defects), the client has to install the certified remote access software offered by thinkstep or provide its own software programme. If thinkstep carries out tasks directly at the client's premises, the client will provide on time and free of charge appropriate rooms, equipment, software, documents with examples of the defects and data material, test data and hardware as well as competent employees, or better, employees that have been trained by thinkstep, unless this is not reasonable for the client.

4.2 The client is to notify thinkstep immediately about any defects that arise. Reports of defects should be made by competent employees, or employees trained by think-

step, in writing, or via telephone and subsequently in writing– in the most comprehensible manner stating detailed circumstances of their arising, their effects and - if the client can make a statement on this – the possible causes.

4.3 If it is not clear which system components produced an error, the client will carry out an analysis of the software environment together with thinkstep and, after consultation with thinkstep, shall call in third party companies with the necessary know-how with regard to the software environment. The appropriate costs will be borne by thinkstep if it emerges that the error is to be attributed to the software delivered by thinkstep. If the opposite is true, thinkstep is entitled to charge the client for the incurred costs.

4.4 If the client does not own the necessary user rights to the documents (particularly information) that it makes available to thinkstep, the client will inform thinkstep about this when handing them over. In the event of claims against thinkstep due to a violation of a third party's rights, the client must indemnify thinkstep immediately from liability upon their first request.

4.5 When work from thinkstep is to be accepted, the client must, without undue delay, give written notice of the acceptance as soon as the work has largely been carried out or when an acceptance is requested by thinkstep. The acceptance can be refused if at least one main component is defective or there are several minor defects. The acceptance is considered effected if the client (particularly when carrying out test runs) fails to specify the reasons for refusing acceptance in writing within 15 working days (Monday – Friday) after provision of services by thinkstep or corresponding request by thinkstep. The acceptance is also considered effected if the client makes use of the services provided by thinkstep (acceptance of operative production). The client has to provide the test data necessary for the acceptance. Defects determined within the scope of the acceptance procedure are to be rectified by thinkstep within an appropriate period, after which the regulations of this paragraph apply to the subsequent acceptance procedure accordingly.

4.6 If the client fails to cooperate even after setting appropriate deadlines, thinkstep is entitled to terminate any continuing obligation contract of services with immediate effect or to revoke from such. In this case, thinkstep is furthermore entitled to draw up an account of all accumulated tasks according to expense as per the remuneration agreed upon between the parties or as per thinkstep's current pricelist.

5. Data back-up
The client will back-up their entire data, structures and programmes regularly, especially prior to, but not limited to, thinkstep starting a task such as defect rectification works or installing updates/upgrades or hotfixes as per the status of technology corresponding to the operating requirements. The client ensures that the current data (from data storage media in machine-readable form) can be reproduced with reasonable expenditure.
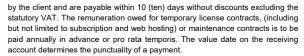
6. Rights of use

6.1 Instructions of use, documentation and other written materials which thinkstep creates within the scope of contract fulfilment are given to the client upon request in copy for contractual usage for the client's own purposes if the owed remuneration has been paid. The client is obligated to observe existing legal trademark, copyright and other intellectual property rights.

6.2 Unless agreed otherwise, thinkstep grants the client a non-exclusive permanent right of use to results for the client's own purposes.

6.3 The client is not allowed to duplicate the documents obtained from thinkstep within the scope of contract fulfilment, except for the client's own purposes. Forwarding these documents to third parties who are not part of the company is only allowed with prior written consent from thinkstep. Upon termination of the contract, the client has to immediately return the documents and materials given during the contract duration. Any copies are to be deleted.

6.4 The client may not extract or re-utilise the contents of the databases. The client may not temporarily or permanently reproduce, display, distribute or communicate to the public the whole or partial content of the databases, unless and only to the extent that the reproduction, display, distribution or communication contains only an insubstantial part of the database contents and is solely for the purpose of supporting or explaining any results obtained through the permitted usage of the Software. Any usage of database content to be documented for internal as well as permitted external applications is to be cited as described in the special contractual terms. For the purpose of clarification and without being exhaustive, individual aggregated datasets pertaining to the client's business as a result of using the database and software may be published.

7. Non-disclosure/data protection/nominating references

7.1 The contractual partners commit to maintain confidentiality on all the commercial and industrial information they become aware of in the course of contract execution or information regarded as confidential even after the contract is terminated and commit the respective employees accordingly. The information and documents are not to be availed to third parties who are not involved in contract execution. The contractual partners must protect the contractual subject matter as they would their own confidential documents. Each contractual partner can demand documentation of   the   type   and   scope   of   the organisational measures taken.

7.2 The obligation of non-disclosure does not apply to information and documents which were common knowledge and accessible at the time of disclosure, or which the receiving contractual partner was already aware of at the time of disclosure or was justifiably given access to by third parties.

7.3 The client will be informed that thinkstep will collect, save, process and if necessary, forward its data within the scope necessary for contract execution and on the basis of data protection regulations.

7.4 Unless otherwise stated, both contractual partners are allowed to nominate each other as a reference and use each other's name and logo on their website or printed material for marketing purposes.

8. Remuneration and terms of payment

8.1 The remuneration and the terms of payment (payment dates) are stated in the offer. The agreed upon remuneration in return for services and deliverables provided by thinkstep and other amounts invoiced by thinkstep are due upon receipt of invoice

by the client and are payable within 10 (ten) days without discounts excluding the statutory VAT. The remuneration owed for temporary license contracts, (including but not limited to subscription and web hosting) or maintenance contracts is to be paid annually in advance or pro rata temporis. The value date on the receiving account determines the punctuality of a payment.

8.2 thinkstep has a right to have expenses refunded, especially expenses for appropriate travelling and overnight costs.

8.3 For contracts that are invoiced according to hourly or daily rate, travel time will be charged with 50% (fifty percent) of the respective rate.

8.4 If long-term contracts are invoiced according to expense, thinkstep's current price-list at this point of time applies. When contracts are concluded in the final quarter of a year, the agreed upon prices apply for the following year.

8.5 thinkstep reserves the right to adjust the agreed upon remuneration of a continuing obligation as well as the price list after the Initial Term, provided thinkstep has informed the client about alteration of the remuneration at least 3 (three) months in advance in writing. If remuneration is increased by more than 5% (five percent) the client is entitled to terminate the continuing obligation within a period of 3 (three) months after receipt of the demand for increment effective at the end of the current price period.

9. Counterclaims and retention

9.1 The client is entitled to offset any counterclaims if they have been awarded without the possibility of further recourse by a court of law or if they are a recognised by thinkstep.

9.2 The client can exercise the right of retention only if its counterclaim is based on the same contractual relationship. If there are no defects affecting the usage of the software, the client is only entitled to temporarily retain the contractually owed remuneration corresponding to the amount of the expense of rectifying the defect.

10. Reservation of proprietary right

10.1 thinkstep reserves proprietary rights and title to objects such as data storage media and user handbooks until full payment of the respective purchase price is made; when paying using cheques or foreign currency, the rights are reserved until the cheque or foreign currency revocation period lapses.

10.2 In the event of attachment or other interference by third parties, the client has to inform thinkstep in writing immediately.

10.3 If thinkstep asserts the reservation of proprietary right in accordance with the legal requirements, the right to continued use expires.

11. Defects of quality and title

11.1 *Definition of defects*
Defects of quality occur if the contractual item fails to display the contractually agreed upon characteristic or is not suitable for the contractually agreed upon usage. Defects of title exist if the necessary rights for the contractual usage of the contractual item could not be effectively granted to the client.

11.2 *Alterations by the client*
If the client or third parties authorised by the client interfere with the contractual item delivered by thinkstep or the work performance provided, in particular through manipulation or other alterations, thinkstep will only rectify defects if the client can prove that the defect is not connected to the interference and that the interference does not hinder analysis or rectification of the defect.

11.3 *Exemption of rectification of defect*
The client's right to rectification of defect is exempted if the defect cannot be reproduced or cannot be shown on the basis of handwritten or automatically recorded printouts.

11.4 *Notice of defects/Defect categories for response time*
thinkstep is to be notified by the client about defects that arise as per the specifications of the regulation in section 4.2. (the client's obligation to cooperate) and they are to be divided into the following defect categories for defect rectification:

a. *Category 1: Severe defect*

The entire software or a component of the software cannot be used. The arising defect cannot be dealt with using organisational means.

b. *Category 2: Average defect*

The functionality of the entire software or a component of the software is not affected in such a way that it cannot be used. The defect can be dealt with using organisational or other economically justifiable means.

c. *Category 3: Slight defect*

A slight defect has no important effects on the current functionality and usability. The usage of the entire software or a component of the software is not restricted/only marginally restricted.

11.5 *Response time*
The response time for the error analysis and the subsequent defect rectification begins from receipt of the notification and is calculated according to office hours during the operating hours at the support centre responsible for the client. The support centre is listed on thinkstep's website. The response time is:

a. *Category 1 defects*

thinkstep starts the error analysis and rectification of Category 1 defects immediately. If the defect can be rectified using temporary measures, then operability should be restored using these temporary means and the defect should fixed permanently in the next release.

b. *Category 2 defects*

thinkstep starts with the error analysis and rectification of Category 2 defects within 7 (seven) days after receipt of the notification.

c. *Category 3 defects*

thinkstep starts with the error analysis and rectification of Category 3 defects within 4 (four) weeks after receipt of the notification.

11.6 *Form of defect rectification (supplementary performance)*
thinkstep will choose how to rectify a defect that it has been notified about as per the contract through one of the following measures:

a. Allocation of an update/upgrade or hotfix to the client stating all the information necessary for the installation. The regulation in section 19.4 is to be adhered to. If the client has concluded a webhosting contract parallel to software usage, thinkstep installs the new programme version directly to the server on which the software covered by the contract is hosted;

b. Instructions to the client on how to deal with the problem or on the rectification of defects (workaround). The client will implement these recommendations on possible actions with the help of competent staff unless the implementation is unreasonable for him;

c. If the client operates the software on his own server, thinkstep is to be granted remote access for the rectification of defects. In case access is denied, extra expenses arising on site due to rectification of defect will be remunerated by the client according to the current pricelist of thinkstep;

d. Rectification of defects on site occurs if the alternative measures are not suitable.

11.7 *Supplementary performance in case of defects of title (violation of third parties' trademark, copyright or other intellectual property rights)*
The supplementary performance in case of defects of title occurs when thinkstep provides the client legally faultless usage of the software. thinkstep is entitled to exchange the affected software with similar software that corresponds to the contractual provisions unless this is not acceptable for the client. If third parties assert trademark, copyright or other intellectual property rights against the client, the client has to inform thinkstep immediately in writing. In consultation with the client, thinkstep can choose to ward off the claims or satisfy them. The client is not allowed to admit claims of third parties. thinkstep wards off claims against the client at its own costs and indemnifies the client from all costs and damages associated with the rejection of claims as long as this is not based on the client's conduct that is contrary to duty.

11.8 *Reduction, revocation or compensation*
The client has the right to choose either to revoke from the respective contract, (or in the case of temporary contracts, maintenance or any other continuing obligation contracts, to terminate the agreement), or to demand a corresponding reduction of the remuneration paid and demand compensation as per section 12 instead of performance ("Schadensersatz statt der Leistung", Section 281 BGB (German Civil Code)) or compensation of vain expenses if

a. the defect is not rectified despite supplementary performance being provided twice;

b. thinkstep is not in a position or not willing to rectify or deliver in addition,

c. if thinkstep fails to rectify or deliver additionally within an appropriate deadline;

d. or if the supplementary performance fails due to other reasons.

The revocation or termination declaration shall only become effective for the contract for which it has expressly been declared; other contracts between thinkstep and the client shall remain unaffected. In case of only slight defects, the client has no right of revocation or termination. If there is a work and services contract promising a predefined deliverable in a turnkey state ("Werkvertrag"), the client also has the right to rectify the defects itself and demand compensation of the necessary expenses.

11.13 In case of malice or a guarantee issued by thinkstep, the statutory remedies for defects of quality and title remain unaffected.

11.14 Prior to commencement of the rectification of defects, the client is obligated to save data as per section 5 (data back-up).

12. Insurance/liability

12.1 In the event of damage, thinkstep is obligated to inform the client about the scope of the business liability insurance and product liability insurance. thinkstep will inform the insurer about event of damage according to the insurance conditions.

12.2 thinkstep pays damages or reimbursement of vain expenses, in the following scope:

a. in case of intent or adoption of a guarantee regarding the agreed upon characteristic even of its legal representatives and assistants in the full amount;

b. in cases of liability according to the German Product Liability Act *("Produkthaftungsgesetz")* ;

c. in cases of damage to life, health and body.

d. in case of gross negligence also of its legal representatives and assistants which should have been avoided by the obligation to exercise diligence;

e. for slight negligence also of its legal representatives and assistants as long as a duty is violated whose adherence is of great importance for the achievement of the contractual purpose (essential contractual obligation) and only amounting to the typical and predictable damage.

12.3 For each individual case of damage, the liability is limited to thrice the license or purchasing price amount in case of time-limited software allocation or limited to the typical damages predictable upon contract conclusion at the maximum. Other than stated above, , liability for damages caused due to slight negligence and due to lost profits, additional expenditure at the client, downtime and/or due to declines in sales is excluded.

12.4 The client is responsible for regularly saving his data (section 5 data back-up). If the data loss is the fault of thinkstep, thinkstep will be liable exclusively for the duplication and recovery costs which would have been incurred had the data been duly saved.

12.5 For defects of contractual items provided for a limited period of time which were already present during contract conclusion, liability regardless of negligence as per Section 536 paragraph 1.1. of the German Civil Code *(Bürgerliches Gesetzbuch, BGB)* is excluded.

12.6 thinkstep is not liable for the functionality of the telephone lines to the server covered in the contract. Nor is thinkstep liable in case of power or server failures which

are not in thinkstep's scope of influence, nor in other cases of force majeure such as unpredictable, unavoidable and extraordinary happenings.

13. Statute of limitation

13.1 Claims of the client due to defects of quality and title within the framework of long-term software allocation become time-barred within a year after delivery. If the defect of title exists in a third party's right in rem due to which the software can be demanded, the statutory limitation period applies.

13.2 For other claims of the client from the contract as well as from obligations according to Section 311 paragraph 2 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*), a limitation period of one year from the commencement of the statutory limitation period applies. The claims become time barred at the latest with the lapse of the statutory maximum period (Section 199 paragraph 3 and 4 *BGB*).

13.3 In case of intent and gross negligence, the statutory limitation periods apply.

Specific clauses on software allocation

14. Copyright protection

The software products, databases and database contents as well as programme libraries and executable scripts (also called "software, "software products" or "contractual software") allocated to the client by thinkstep are copyright protected universally. Additionally, the license terms of other software or database manufacturers apply for the software tools or databases integrated in the software, as described in the respective special contractual terms.

15. Limitations of granted rights of use

15.1 *Backup copies and duplication*

a. The client is allowed to create backup copies which are necessary for the secure operation of the software and the database content. These are to be marked as such and (if technically possible) are to be furnished with the copyright annotation of the original data storage medium. A user handbook issued by thinkstep may only be copied for in-house purposes.

b. Other copies of the software, individual modules and/or database contents – especially the installation on another server for example as a test and/or development system or any other virtual environment – requires the prior written consent of thinkstep and are nevertheless to be remunerated additionally in any case.

15.2 User identifications/programme alterations/interoperability/decompilation

a. The client has no right to hand over user identifications and/or passwords, for the software or for database content connected to the software, to third parties.

b. The client is not authorised to alter partially or wholly, to modify or adapt the software and/or a user handbook that has been issued. The retranslation or decompilation of the allocated programme code is only permissible under the conditions of Section 69 e of the German copyright law (*Urheberrechtsgesetz).* If the client is not able or willing to carry out the exceptional operation allowed as per the copyright law on its own or by its employees, it has to give thinkstep the opportunity – before and in preference to commissioning a third party company – to do the desired work for establishing interoperability within an appropriate period at an appropriate pay. When commissioning a third party company, the employees are to be obligated to maintain confidentiality. Proof of this is to be presented to thinkstep in writing.

c. The removal of copy protection or similar protection routines is only permitted if this protective mechanism affects or hinders problem-free programme usage. The client is prohibited from altering or removing copyright annotations, tag/brand label and/or ownership information of thinkstep or other third parties on or from the software and the user handbook.

16. Transferring the software

16.1 *Resale in perpetual software allocation*

The client is entitled to sell or give away the software received under a perpetual license agreement and contained in the data storage media, including accompanying information, to a third party provided that the third party agrees that the existing license terms will continue to apply to such third party, and that the third party is located within the European Economic Area.. In case of transfer, the client has to give the new user all programme copies including any available backup copies or destroy the copies it does not hand over. As a result of the transfer, the client's right to use the programme expires. The client has to inform thinkstep of the name and full address of the buyer in writing.

16.3 *Temporary transfer for commercial purposes*

The rental or leasing (also by way of Application Service Providing) for commercial purposes of perpetual software is only allowed with thinkstep's prior written approval.

17. Termination of rights of use in software leasing and contract rescission

17.1 Upon termination of a temporary license contract as a software lease, the client is obligated to give back all obtained original data storage media as well as the complete accompanying information given to him and any other documents at no cost. The proper return also covers the complete and final deletion of all existing copies. thinkstep can waive the return and order deletion of the contractual software as well as destruction of the documents. If thinkstep exercises this right to choose, the client has to guarantee thinkstep of the executed deletion and destruction expressly in writing.

17.2 If the contract on long-term allocation of software is to be rescinded, the regulations in paragraph 1 apply provided that the termination time of the lease contract supersedes the time of re-granting the services received from the contract for long-term software allocation.

Specific clauses on software maintenance

18. Scope of Maintenance

Maintenance means the delivery of software and database content updates/upgrades as well as technical support services for the contractual software outside of the warranted and/ or statutory limitation period which are settled with a flat maintenance fee. For temporary software leases (subscription), the maintenance is included in the subscription fee. For perpetual licenses, an initial one year maintenance contract is to be concluded at the same time as the perpetual license contract. thinkstep provides maintenance only for the current software version.

19. Delivery of updates/upgrades and hotfixes

19.1 Updates/upgrades are revisions of individual functions with individual new functions in existing areas. Hotfixes are pure rectifications of defect in case of category 1 defects.

19.2 If this is necessary for new versions of contractual software, the client will carry out adjustments of hardware and software system environment especially new versions of the operating system and other third party software in good time and at his own cost.

19.3 thinkstep grants the client the right to use the new version of the contractual software in the scope that the client was entitled to use the original contractual software through the license terms.

19.4 The client has to obligate his employees who use the software to install the delivered updates/upgrades and hotfixes immediately if the additionally applicable special contractual terms do not contain deviating regulations.

20. Hotline support

thinkstep provides the client a hotline for technical support in case of technical questions and problems within the statutory or warranty period, or as part of a maintenance or temporary contract. The hotline can be used by the client's administrators (max. 5 people to be appointed) during the normal office hours (Monday to Friday from 9:00 a.m. to 5:00 p.m. CET) with the exception of public holidays in Baden-Wuerttemberg (Germany).

Specific clauses on Paid Expert Services

21. Scope of Paid Expert Services

21.1 The individual contract (offer) contains the regulations related to the services e.g. with regard to their precise task, the remuneration, the contract duration, place of performance, time scope etc.

21.2 thinkstep reserves the right to select employees or third parties as sub-contractors who provide the owed services.

21.3 Information that is necessary for the completion of the services will be transferred by the client in due time. The client provides the necessary computer capacities that are required for fulfilling the tasks on appropriate data processing equipment at no cost.

21.4 If the client does not adhere to an agreed upon deadline for service to be provided by thinkstep (e.g. installation of software), thinkstep is entitled to invoice the remuneration owed by the client for this service.

22. Duration/termination

22.1 Unless otherwise stated in the oferor by individual agreement, temporary contracts and maintenance contracts and any other continuing obligation contracts begin with the effective date and run for one year (the "Initial term"). After the Initial Term, the contract shall automatically renew for another year (the "Renewal Term")unless terminated in writing 3 (three) months before the end of the term by either party.

22.2 In case of termination, the remuneration will be regulated as follows: For the services provided until then, the entire remuneration will be due. The claim for remuneration is not applicable for services that are not to be fulfilled due to premature termination.

General final clauses

23. Written form

23.1 All agreements which contain an alteration, addendum or elaboration of the contractual terms as well as special confirmations and agreements are to be put down in writing.

23.2 Under reservation of 24.3, the usage of e-mail suffices the requirement of the written form if the receipt is reconfirmed to the sender or sender acknowledges receipt by answering.

23.3 Terminations are required to be in written form.

24. Place of fulfilment/applicable law/legal venue

24.1 Place of fulfilment for deliveries and services is Leinfelden-Echterdingen (Germany).

24.2 These contractual terms and the contracts concluded on their basis are subject to the substantive law of the Federal Republic of Germany excluding the UN Convention on Contracts for the International Sale of Goods.

24.3 If the client is a businessman, legal entity under public law or public law special fund, the legal venue for all disputes arising from this contract is the court responsible for thinkstep's company headquarters. thinkstep is however entitled to assert its own claims at the client's legal venue.

25. Assignment/severability clause

25.1 Claims arising from contracts concluded with thinkstep can only be assigned with thinkstep's prior written consent, except to affiliate companies, an affiliate being any company where a majority of shares or voting rights are directly or indirectly held by the client or which controls the client through a majority of shares or voting rights or that is under common control with the client

25.2 Should individual clauses of these contractual terms be or become partially or completely ineffective, or should there be a loophole in these contractual terms, the validity of the rest of the clauses will not be affected.

As of March 11th, 2015

Special contractual terms for the GaBi software product of thinkstep AG in the licensing of software, database contents and datasets as well as software maintenance

thinkstep

Scope

These contractual terms apply in addition to the general terms and conditions of **thinkstep AG** (hereinafter referred to as "thinkstep") and the system requirements (technical specification) in the current software version.

Specific clauses on software licensing

1. Contractual item/delivery and scope of services

1.1 thinkstep licenses the GaBi software with software license key to the client for own usage on a continuing basis or temporarily depending on the contractual agreement at the price agreed upon. An Online User Manual is available for the client. The allocation of released updates/upgrades and the usage of the support hotline are included in the scope of the maintenance or subscription contract.

1.2 The software covered by the contract will be delivered in executable form (object code). The source code is not a contractual item.

2. Granting of rights of use

2.1 The contract delivered by thinkstep to the client grants the following rights to use the software:

    d. *In case of perpetual licensing*

    Upon complete payment of the agreed price, thinkstep grants the client the simple (non-exclusive) permanent right to use the contractual software and the accompanying information as per the scope listed in section 3 and in the offer. Until full payment is made, the client will be given revocable permission to use the software as per the contract. Furthermore, the client acquires ownership of any delivered data storage media and accompanying information.

    e. *In case of subscription licensing*

    In case of subscription licensing (software rental agreement), thinkstep grants the client the simple (non-exclusive) temporary rights to use the contractual software and the accompanying information as per the scope listed in section 3 and in the offer if full payment agreed upon during the contract duration has been made. Until full payment is made, the client will be given revocable permission to use the software as per the contract.

2.2 *GaBi database content and its datasets*
Upon full payment of the agreed upon price, the client has the right to use individual datasets from the respective GaBi database content in client projects in the scope listed as per section 3.2 in the following.

3. Scope of rights of use

3.1 Scope of use of the GaBi software product (full version, academy version, education version)
The scope of use granted to the client for the software, delivered with software license keys including accompanying information, is determined as per the client-specific functionalities listed in the offer. Additional licenses are only distributed when a current main license has previously been purchased for use by the same client or by one of the client's affiliates.

    e. *Full version*
    With the full version, the client is entitled to use the software with the agreed upon number of licenses delivered by thinkstep during the agreed upon duration for commercial business, without purpose or installation-related restrictions.

    f. *Academy version*
    If the contractual item is an academy version, the client is not allowed to carry out projects which are financed by companies with the software. thinkstep retains the right to reject an application or cancel a license if it is suspected that the license is being, or will be, used inappropriately.

    g. *Education version*
    If the client was licensed an education version of the software in a licensed scope by thinkstep as per the contract, the client has to use the software exclusively for the purpose of teaching in universities. The GaBi Education license may only be used for education purposes in programs up to and including the level of master, or equivalent, only at Universities and Colleges. PhD students in non-OECD countries may also use GaBi Education. Projects directly funded by industry or public bodies are not permitted with this version. thinkstep retains the right to reject an application or cancel a license if it is suspected that the license is being, or will be, used inappropriately.

    h. *Test or demo version*
    In case of a test or demo version, the client receives the non-transferrable simple right to use the licensed software in the company as per the conditions for the test period. The GaBi test or demo license may not be used for commercial purposes or for projects. It should only be used for the evaluation of the software and database. The database included in the Demo version is intended purely for demonstration purposes and therefore contains some non-representative assumptions.

3.2 Scope of usage of the GaBi database content and its datasets

    The client may not extract or re-utilise the contents of the databases. The client may not temporarily or permanently reproduce, display, distribute or communicate to the public the whole or partial content of the databases, unless and only to the extent that the reproduction, display, distribution or communication contains only an insubstantial part of the database contents and it is solely for the purpose of supporting or explaining any results obtained through the permitted usage of the software. Any usage of the database content to be documented for internal as well as permitted external applications is to be cited as a literary quote: e.g., "GaBi: Software and database contents for Life Cycle Engineering. thinkstep AG, Stuttgart, May 2011". For the purpose of clarification and without being exhaustive, individual aggregated datasets pertaining to the client's business as a result of using the database and software

may be published. For the purpose of clarification, distributing software with data imported from GaBi database is not permitted.

4. Term of subscription licensing

4.1 A subscription agreement starts with the formation of the contract and is concluded with the correspondingly installed software license key for a period of one year. After this contract term, the contract shall automatically renew for another year unless terminated in writing three months before the end of the term.

4.2 The right to terminate this contract without notice remains unaffected for both contractual partners if there is an important reason. An important reason exists

    a. if the other contractual partner continuously and despite repeated warning violates against the duties arising from this contract;

    b. if the client defaults payment by more than two months;

    c. if insolvency proceedings are instituted on the assets of the other or the institution of the insolvency proceedings is rejected due to lack of assets.

Specific clauses on software maintenance

5. Contractual item

5.1 The free allocation of released updates/upgrades and the usage of the support hotline as thinkstep's General terms and conditions are included in the subscription licensing or in separate maintenance contracts for perpetual licenses. Maintenance contracts only apply to the current version of GaBi software. The delivery of new additional modules with new functional areas is to be remunerated independently.

5.2 Updates/upgrades will be delivered in an executable code to the client per automated download or per e-mail, or if desired, per data storage medium at thinkstep's choice. The source code is not a contractual item and will therefore not be delivered.

As of March 11th, 2015

Your signature

_____

Signature   Date

University Verification

_____

Name of person verifying   Email address   Telephone number

_____

Signature of person verifying   Date   Stamp of the University

! ***STUDENTS - Don't forget to include a copy of your student ID-Card***

Other licenses for Educational Institutions

As stated above, the GaBi Education license may only be used for education purposes. If you would like to use GaBi for research projects, contact your local Sales Representative to receive a quotation for GaBi Professional or GaBi Professional Academy:

GaBi Professional licenses are the most widely used LCA tool worldwide. In addition to the latest version of the GaBi software with all software features and functionalities, a GaBi Professional license comes with the latest version of our Professional Database, consisting of ca. 4,000 datasets covering all industry sectors. If you have specific data requirements, you can be supplement this with one or more of our sector-specific extension databases covering energy, manufacturing, electronics, textiles, construction materials, metals, intermediate chemicals, renewable raw materials and many more. We can also provide 'data on demand' for your more unconventional data needs or even adapt existing standard datasets so that they represent your unique boundary conditions.

If your research project is not directly funded by industry or public bodies, you may receive a **GaBi Academy Professional** license, which has all the benefits of the GaBi Professional licenses described above, but are offered at a discounted price.

thinkstep retains the right to reject an application or cancel a license if it is suspected that the license is being, or will be, used inappropriately.