



General Terms and Conditions of Contract for Services

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1. Subject of the agreement

- 1.1** The provider shall perform the service in accordance with the terms and conditions stipulated in the contract and herein in exchange for the contractually stipulated remuneration. The customer bears responsibility for the project and its success. The provider shall perform the service in accordance with the principles of proper professional practice.
- 1.2** The subject of the agreement may consist of a service that is to be performed once, sometimes in parts, or on a long-term basis.

2. Performance of the service

- 2.1** Unless otherwise agreed, the place of performance for the services is the registered office of the provider
- 2.2** The provider shall perform the service through suitable employees. The customer has no right to have the service performed by specific employees of the provider.
- 2.3** Unless otherwise agreed, the provider will specify the manner of performance.
- 2.4** The customer is not authorized to issue directives to the provider's employees who are engaged in performing the service
- 2.5** If the provider is to present the results of the service in writing, only the written presentation is controlling.

3. Duties to cooperate

- 3.1** The customer shall ensure that the contact person it has named provides to the provider—in full, correctly, in a timely manner and without charge—the documents, information and data that are needed to perform the service, unless the provider is responsible for supplying such materials. The customer shall also see to their updating. The provider may assume the completeness and correctness of such documents, information and data unless the provider recognizes or should recognize that such is incomplete or incorrect.
- 3.2** The customer shall in addition monitor the performance of service by the provider.

4. Rights of use

- 4.1** Unless otherwise agreed, the provider grants the customer the non-exclusive, non-assignable right to permanently use, for its own internal purposes within the scope of the contractually provided purpose, the results of the service which the provider has rendered in the context of the agreement and delivered to the customer.
- 4.2** Apart from that, all rights remain with the provider.
- 4.3** The provider may revoke usage rights granted to the customer if the customer materially violates restrictions of usage or other rules to protect against unauthorized use. Before that, the provider shall set a deadline for the customer to undertake remedial action. The provider may revoke the rights even without setting a deadline in the event of recurring events or other circumstances which, in balancing the interests of both parties, warrant immediate revocation. After a revocation of the rights of use, the customer shall confirm in writing that usage has been suspended. The provider will restore the usage rights after the customer has

represented and assured in writing that its use no longer in any way infringes the rights of the provider and that previous infringements and their consequences have been resolved.

5. Duration

- 5.1** If the contract is entered into for an indefinite period, it can be terminated as of the end of a calendar year upon three months' notice. Such termination is possible for the first time at the end of the calendar year following contract formation. An agreed minimum duration remains unaffected by this right to terminate.

This shall not apply in any case in which the parties have made a different agreement.

- 5.2** The right to terminate summarily for cause remains unaffected.
- 5.3** Declarations of termination are only effective in writing.
- 5.4** Rescission of the agreement is excluded.

6. Remuneration

- 6.1** Unless otherwise agreed, the provider may, at the earliest, increase the remuneration twelve months after contract formation if the increased remuneration is commensurate with the provider's current list price. No further increases may take effect earlier than twelve months following the effective date of the preceding increase. An increase takes effect three months after it is announced.

The customer has a right of termination when the remuneration rates increase by more than five percent. Within one month after receiving the notification, the customer may give notice of termination as of the effective date of such an increase.

- 6.2** Agreed forms of proof of expenses are deemed approved if the customer fails to object in detail in writing within 21 days of receipt and the provider has referred to the implied approval in the proof of expenses.
- 6.3** Unless otherwise agreed, travel expenses and other expenditures are reimbursed in accordance with the price list of the provider.

Travel time is treated as working hours.

- 6.4** The provider may request reimbursement of its expenses if additional expense is incurred through the customer's failure to perform its obligations in a proper manner (see also section 3).

7. Interruption in performance

- 7.1** If the service is not performed as contracted and the provider is responsible for this (interruptions in performance), it is obligated to perform the service for the customer within a reasonable period, as contracted, entirely or in parts, without additional charge, unless this is only possible with excessive expense.

Unless otherwise agreed, the provider shall have this obligation only if the customer objects to the interruption in performance in writing without delay, but no later than the end of two weeks after becoming aware of the interruption.

- 7.2** Section 6 of AV BITKOM applies to any additional claims for reimbursement of expense and losses.

8. Application of AV BITKOM

The BITKOM General Terms and Conditions of Contract (AV BITKOM) apply in addition.