1. Subject matter of the contract

1.1 The provider renders services as set forth in the conditions agreed under the contract and in the following, in exchange for the remuneration agreed contractually. The customer is responsible for project execution and success. The provider renders services in accordance with the principles of proper professional conduct.

1.2 The subject matter of the contract can comprise a one-time service which can also be rendered in parts, or can be established for the long-term.

2. Service implementation

2.1 The location of service provision is the provider's headquarters, unless agreed otherwise.

2.2 The provider renders services by way of suitable staff members. The customer has no claim to service provision by specific employees of the provider.

2.3 The provider defines the manner in which services are rendered, unless agreed otherwise.

2.4 The customer is not authorized to issue instructions to the provider's employees involved in rendering services.

2.5 If the provider must present the results of service provision in writing, only the written presentation is definitive.

3. Collaboration obligations

3.1 The customer ensures that the contact person appointed by said customer supplies the provider with the documents, information and data needed for service provision completely, correctly, in a timely way and at no charge, unless the provider is liable for this. The customer furthermore ensures that these items are up-to-date. The provider may assume the completeness and accuracy of these documents, information and data, unless said provider recognizes or has to recognize that they are incomplete or inaccurate.

3.2 In this regard, the customer shall monitor service provision by the provider.

4. Rights of use

4.1 As regards the service results which the provider has supplied within the scope of the contract and transferred to the customer, the provider grants the customer a non-exclusive and non-transferable right to use these results in perpetuity for their own internal purposes within the contractually intended context, unless agreed otherwise.

4.2 Otherwise, all rights remain with the provider.

4.3 The provider can revoke the rights of use granted to the customer if they significantly breach the restrictions on use or other rules on preventing unauthorized use. The provider shall set a grace period of remedy for the customer beforehand. In case of recurrence and in special circumstances which justify immediate revocation, bearing in mind the interests of both sides, the provider can also declare revocation without setting a period of notice. After rights of use have been revoked, the customer shall confirm this to the provider in writing. The provider shall restore rights of use for the customer after they have submitted and warranted in writing that there are no more breaches of these rights of use, and previous breaches as well as their consequences have been eliminated.

5. Duration

5.1 If the contract has been concluded for an indefinite period of time, it can be terminated at the end of a calendar year with a 3-month period of notice. Termination is first possible on expiry of the calendar year following contract conclusion. An agreed minimum duration remains unaffected by this termination right.

This does not apply if a different agreement has been reached.

5.2 The right to extraordinary termination for important reasons remains unaffected.

5.3 Withdrawal from the contract is excluded.

6. Remuneration

6.1 Unless agreed otherwise, the provider can increase remuneration no earlier than 12 months after contract conclusion, if the increased remuneration corresponds to the provider's current list prices. Further increases can follow no earlier than 12 months after a preceding increase has become effective. An increase becomes effective 3 months after announcement.

The customer has a termination right if the remuneration rate increases by more than five percent. Within one month of receipt of notice, the customer can declare termination by the time the increase is to take effect.

6.2 Agreed proofs of expenditure are considered approved if the customer does not contradict them in writing and in detail within 21 days of receipt, and the provider has made reference to the approval concept in the proof of expenditure.

6.3 Travel costs and allowances as well as other expenditures are reimbursed in accordance with the provider's price lists, unless agreed otherwise.

Travel time is not considered working time.

6.4   The provider can request remuneration for their efforts if additional expenditures are incurred due to the customer not having met their obligations in a proper way (also refer to item 3).

7.   Service disruptions

7.1   If a service is not provided in compliance with the contract and the provider is responsible for this (service disruption), they are obliged to provide the service, in whole or in part, to the customer in compliance with the contract within a reasonable period and without additional costs, unless this is only possible with a disproportionate expenditure.

This obligation of the provider exists only if the customer has objected to the service disruption in writing and without delay, but no later than by the end of two weeks after obtaining knowledge thereof, unless agreed otherwise.

7.2   Item 6 of the document titled 'AV Bitkom' applies to any further claims for compensation of expenditure and damage.

8.   Validity of 'AV Bitkom'

Bitkom's general contractual terms (document titled 'AV Bitkom') apply additionally.

This document is a courtesy translation. The German version of these terms shall be the legally binding version.

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