



1. Subject of the contract

1.1 AXSOS AG (henceforth called the vendor) provides the service based exclusively on the contract and the terms and conditions which are specified herein for the amount which is agreed upon in the contract. The responsibility of the project and its success remain with the customer. The vendor provides the service according to the principles of good professional practice.

1.2 The service may be delivered once or in installments or as a continuing service.

2. Execution of services

2.1 Unless otherwise agreed, the location from which the service is provided is that of the vendor.

2.2 The employee who will execute the service is selected by the vendor. The customer has no claim to retrieve the service by specific personnel of the vendor.

2.3 The vendor determines how the service is provided.

2.4 The customer is not authorized to issue instructions to the employees of the vendor, who deliver the service.

2.5 If the result of the service has to be provided in writing, then only the written representation is authoritative.

3. Obligation to cooperate

It is the customer's responsibility that the customer's contact person provides the vendor with all needed documents, information and data, which are required to provide the service, in time, correct, complete and free of charge, in so far as they are not expected from the vendor. Furthermore the customer makes sure that they are updated when needed. The vendor can assume that the provided documents, information and data are correct and complete, except when they are obviously incorrect or incomplete.

4. Right of use

4.1 Unless otherwise agreed, the vendor grants the customer the non-exclusive and non-transferable rights to use the results of the provided service for internal purposes or for other purposes specified in the contract.

4.2 All remaining rights remain with the vendor.

4.3 The vendor may revoke the right of use if the customer violates the use restrictions and regulations or violates other regulations regarding unauthorized usage. The vendor has to grant the customer a grace period for remediation. However in case of recurrence or in special circumstances, which justify immediate revocation, even after the assessment of both interested parties, the vendor can revoke the right of use with immediate effect. The customer has to confirm the suspension of use to the vendor in writing.



5. Period of validity

- 5.1** If the case of an open-ended contract, the contract can be terminated at the end of a calendar year by giving 3 months notice. The first possible termination of a contract will be the year end that follows the date of the contract. An agreed minimum term remains unaffected.

This does not apply if agreed upon differently in the contract.

- 5.2** A withdrawal from the contract is prohibited. The contract can be cancelled by the customer or the vendor without any notice in exceptional circumstances.

- 5.3** A cancellation of the contract has to be in written form.

6. Compensation

- 6.1** The vendor can adjust the prices for services according to price lists.

The customer has the right of termination in the case of a price increase of more than five percent. The vendor has to notify the customer of such a price increase at least two months in advance. The customer can terminate the contract within one month of the delivery of such a notification of increased prices, based on 5.3, with the effective date of the increased prices.

- 6.2** Timesheets and statements of work are considered approved if the customer does not object to them with a detailed response in written form.

- 6.3** Travel costs and other expenses will be repaid in appropriate amount, at least according to the flat-rate tax.

Travel time is included as working time.

- 6.4** The vendor can demand a compensation of additional efforts, if they had to be provided due to a lack of cooperation provided from the customer. (see 3)



7. Service Interruption

7.1 If the service is not delivered according to the contractual obligations and it is within the responsibility of the vendor, then the vendor is required to provide the service in full or in installments without additional costs to the customer in a timely manner, unless this is only possible with an unreasonable effort.

This duty of the vendor is only applicable if the customer notifies the vendor of the service interruption immediately, but not later than two weeks after the discovery of the service interruption, the only exceptions to this rule being those otherwise agreed.

The customer has to monitor the providing of the service in a reasonable manner.

7.2 In the case that the vendor is not responsible for a service interruption, the vendor will offer the customer a remediation of the service interruption based on the vendor's contractual capabilities. If the customer accepts that offer, the vendor can charge the related efforts and the proved costs related to the service remediation to the customer.

7.3 For additional efforts and claims for indemnity not covered here, §6 of the General Terms and conditions of AXSOS AG apply.

8. Validity of GTC

In addition the General Terms and Conditions of AXSOS AG apply.