



General terms and conditions of business
Special terms and conditions for SaaS, ITaaS and data center solutions
Special Terms and Conditions Consulting Services
Service price list

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Software Partner-
experience moves business

General Terms and Conditions (GTC)

I. General Terms and Conditions (GTC)

These terms and conditions apply to all services and deliveries of goods (online products/SaaS solutions, software, seminars, online training, documents, brochures, etc.)

1. Order and conclusion of contract

- 1.1. The presentation of the products is not a legally binding offer, but a non-binding online catalogue. The confirmation of receipt of the order follows immediately after sending the order and does not constitute an acceptance of the contract. We accept an order by an order confirmation by e-mail/letter/telefax or by delivery. In the case of electronic orders via the Internet, the text of the contract is stored after the contract has been concluded and can be retrieved by the customer in the online portal or by e-mail inquiry to info@softwarepartner.net.
- 1.2. As far as available, ordered goods or services will be delivered or rendered immediately. We reserve the right to refrain from executing an order if the goods or services are no longer in stock, out of print or not available. In this case the customer will be informed about the unavailability. Daily delivery dates must be agreed in writing. If the order is placed via the Internet, the expected delivery date can be found in the order offer.
- 1.3. Software is up to date at delivery. In order to keep it up-to-date, the customer automatically participates in the update service according to the

respective product description. The scope and price of the respective updates correspond to the information in the order offer.

- 1.4. The customer is not obliged to accept and install the updates within the scope of the update service.
- 1.5. Customer enquiries in connection with program versions that are no longer current for six months or longer will always be invoiced on a time and material basis, even if support and/or maintenance are covered by contract.

The customer sometimes has the possibility to access content or products of third parties. For this purpose, the customer may be redirected to servers of these third party providers. Should additional costs arise for the contents of the third party providers (e.g. pay per document, pay per use or others), the customer will be informed of this by appropriate notices.

2. Testing phase

- 2.1. If a free test phase is specified in the order offer, the customer has a test phase depending on the offer when he purchases the product for the first time. The test phase begins upon receipt of the software or upon receipt of the access data or provision of access. During the test phase, the customer can

- test the software with a limited range of functions or a reduced number of users, if necessary.
- 2.2. If a test phase is specified in the order offer, this shall not affect the additional statutory right of revocation existing for consumers
3. Terms of payment
 - 3.1. As a payment method we currently offer payment by direct debit and against invoice. If a payment method by direct debit is chosen, we use the SEPA direct debit procedure, which is announced in advance with an invoice.
 - 3.2. Invoices are payable after the due date - usually when they are sent - without deduction; in the case of first-time purchases after the end of the test phase. In case of direct debit, the invoice amount will be debited from the Customer's bank account 10 days after the invoice date. Invoices and reminders are generated automatically, they can be sent to the customer by letter or e-mail.
 - 3.3. Unless a different payment frequency has been agreed upon for the use of the program or for services, the monthly due date shall be deemed agreed upon. In this case the amounts are due on the first bank posting day of the month. In the case of quarterly payment methods, the amounts are due in advance on the first bank booking day of each quarter, similarly in the case of semi-annual payment methods on the first bank booking day in January and July and in the case of annual payment methods on the first bank booking day in January. Consultancy services will be invoiced monthly in arrears.
 - 3.4. Delivery shall be made at the gross end price (net price plus statutory VAT) valid at the time. We expressly reserve the right to adjust the respective prices for the products annually in an appropriate manner, even for existing update services. This price adjustment right shall also apply in particular in the event of demonstrable increases in production, operating and wage costs.
 - 3.5. The customer is not entitled to withhold payments unless he has a statutory right of retention from the same contractual relationship. Offsetting is only permitted if the claim against which offsetting is to be made is undisputed or has been established as legally binding. Costs for unauthorised return debit notes are to be borne by the customer.
 - 3.6. All deliveries are made at the expense of the customer. The actual shipping costs can be found in the respective order offer. Als Zahlungsmethode bieten wir derzeit die Bezahlung per Bankeinzug und gegen Rechnung an. Soweit eine Zahlungsweise per Bankeinzug gewählt wird, wenden wir das SEPA-Lastschriftverfahren an, die jeweils mit einer Rechnung vorab angekündigt wird.
4. Cancellation policy for consumers
 - 4.1. You have the right to revoke your contractual declaration within 14 days without giving reasons. The withdrawal period is fourteen days from the day on which you or a third party designated by you, other than the carrier, took possession of the goods.

- 4.2. The revocation period is fourteen days from the date of conclusion of the contract in the case of a service contract
- 4.3. In order to exercise your right of withdrawal, you must inform us of your decision to withdraw from this contract by means of a clear statement (e.g. a letter, fax or e-mail sent by post to info@softwarepartner.net).
- 4.4. The revocation shall be addressed to S+S SoftwarePartner GmbH, Haldemer Straße 64, D-32351 Stemwede.
- 4.5. In the event of an effective revocation, the services received by both parties shall be returned and any benefits derived shall be surrendered.
- 4.6. We shall reimburse you for all payments we have received from you, including delivery costs, immediately and at the latest within fourteen days from the day on which we receive notification of your revocation of this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you, and in no event will we charge you any fees in respect of this refund.
- 4.7. We may refuse to make a refund until we have received the Goods or until you have provided proof that you have returned the Goods, whichever is earlier. You must return or hand over the goods to us without delay and in any event no later than fourteen days from the date on which you notify us of the cancellation of the contract. This period shall be deemed to have been

observed if you dispatch the goods before the expiry of the fourteen-day period.

- 4.8. Your right of revocation expires prematurely in the case of a service if the contract is completely fulfilled by both parties at your express request before you have exercised your right of revocation. The right of revocation does not apply to distance selling contracts
 - for the delivery of goods, which are manufactured according to customer specifications or
 - are clearly tailored to personal needs, or
 - for the delivery of software, if the delivered data carriers have been unsealed by the consumer or
5. Cancellation
 - 5.1. In the case of a contract for continuous delivery for an indefinite period, the contract may be terminated at any time with effect for the future, unless the contract contains a specially agreed period of notice. Any deliveries still received after the termination of the contract shall be returned.
 - 5.2. If the update service has been agreed, it can also be terminated at any time with immediate effect for the future.
 - 5.3. If a minimum purchase / minimum usage period has been agreed, the contract term shall be automatically extended after expiry of the minimum purchase / minimum usage period by the respective period specified in the order offer, but by a maximum of one year.

- 5.4. In the event of termination of a contract with an agreed period of notice or minimum usage period, the Customer shall continue to be entitled to the contractually agreed services until the end of the remaining contractual term.
- 5.5. Each termination must be made in text form (letter, fax, e-mail). A refusal to accept or non-use of deliveries and services shall not be deemed to be a termination. If no notice of termination is received in due time, the term of the contract shall be extended automatically.
6. Retention of title
- 6.1. We reserve the unrestricted ownership until all payment obligations have been fulfilled in full. In the case of deliveries/services to resellers, the reseller is entitled to resell in the ordinary course of business. He is basically authorized to collect the claims. The reseller assigns by way of security all claims against his customers in the amount of the invoice value of the goods (extended reservation of title).
7. Copyright and rights of use
- 7.1. Upon conclusion of the contract, the customer is granted the right to use the services and deliveries of goods within the scope of the statutory provisions.
- 7.2. For online products/SaaS solutions as well as information/database products, the non-transferable and non-exclusive rights of use shall only be transferred for a limited period of time for the duration of the agreed term of the user contract. The right of use is limited to the use described below
8. Software
- 8.1. The customer has the right to use the software to the extent stipulated in the contract (number of licenses purchased, number of authorized users, duration of the right of use, number and performance of the assigned computer processor cores).
- 8.2. Software may only be used by one person per user license (named user), if no volume license without limitation of the number of users has been agreed upon.
- 8.3. In case of a contract for a network version/multiple license, the customer is entitled to use the software by a number of persons corresponding to the number of licenses purchased (named user).
- 8.4. The customer is entitled to use the software exclusively for his own purposes. The use of software free of charge or against payment on behalf of third parties is not permitted.
- 8.5. The customer is entitled to install and use the software and to make backup copies. Unless explicitly excluded individually, the scope of the license includes the right to set up an additional test environment and a training environment, which may be used exclusively for test and training purposes.
- 8.6. The customer is not entitled to make copies of the software, unless the copies are made for data backup purposes and are only used for this purpose.

- 8.7. Furthermore, he may not reproduce the software components by copying, electronic backup or other methods, nor may he distribute or lease the software, grant sublicenses to third parties or make it available to third parties in any other way.
- 8.8. The customer is not entitled to pass on access codes and/or passwords for the product or for database accesses related to the product to third parties.
- 8.9. The Customer is not authorized to change, modify, adapt or decompile the software and/or the associated documentation in whole or in part, insofar as this goes beyond the limits of §§ 69d para. 3, 69e UrhG (German Copyright Act).
- 8.10. The Customer is not authorized to use the software, documentation, processes, masks or database specifications as templates within the meaning of the Agreement on Trade-Related Aspects of Intellectual Property Rights (TRIPS Agreement).
- 9. Licence acquisition and subscription
 - 9.1. With the one-time license purchase (purchase), the customer acquires the right to use the software to the extent agreed upon in the program certificate. The rights of use are unlimited in time. It is a purchase contract in the sense of §433 BGB.
 - 9.2. With the regular license purchase (subscription/subscription model) the customer acquires the right to use the software for a limited period of time. The agreed payment frequency regulates the frequency of the license purchase. This is expressly not a rental model within the meaning of §535 BGB, but also regular purchase contracts within the meaning of §433 BGB.
 - 9.3. Through a regular license purchase (subscription/subscription model) the customer regularly acquires a current version. With this contract model, the customer covers continuous updates and upgrades for his software.
 - 9.4. Unless otherwise agreed, the period of notice for service vouchers is twelve months to the end of the year.
 - 9.5. The subscription contract is concluded for an unlimited period. The minimum duration corresponds to the agreed payment frequency. The contract shall be extended by the period agreed with the payment frequency if it is not terminated by one of the contractual partners in compliance with a notice period which also corresponds to the agreed payment frequency.
- 10. databases
 - 10.1. Information/database and online products are protected by copyright as database works (§ 4 Abs. 2 UrhG) and as databases (§ 87a ff. UrhG). Furthermore, the individual documents are copyrighted works (§ 2 UrhG); the software required to display and search the contents of the online products is subject to the protection of the copyright law according to §§ 69a ff.
 - 10.2. The customer is entitled to use the information/database and online products to the extent customary in business and necessary for his needs within the limits of § 87b UrhG. Insofar as the actual use unreasonably impairs our legitimate

- interests, we shall be entitled to restrict or prevent access to the database work/database. This applies in particular to the duplication, distribution or public reproduction of essential components or the repeated and systematic duplication, distribution or public reproduction and making accessible of insignificant components of the database work/database. All copyrights, rights of use and other protective rights to the information/database and online products not expressly listed below remain with us as the owner of all rights of use and protective rights.
- 10.3. The customer acquires the right to access the information/database and online products from any computer that is suitable for these purposes. The duration of the right of use is determined by the agreement on which the contractual relationship is based; the customer will be informed of this at the beginning of the contract and it ends at the latest when the contractual relationship expires. Information/database products, contain a timer that excludes further use; their term is limited until the next update is released.
 - 10.4. The Customer undertakes to use the Information/Database and Online Products only for his own purposes and not to provide third parties with separate access to the Information/Database and Online Products, either free of charge or against payment. The information/database and online products may only be used by one person per license (named user). In case of a contract for a network version/multiple license, the customer is entitled to use the Information/Database and Online Products by a number of persons corresponding to the number of licenses purchased (named user).
 - 10.5. Use is only permitted on the hardware platforms supported by us and their operating system environment(s). The customer is prohibited from changing copyright notices, marks/trademarks and/or ownership information on the products.
11. Warranty and liability
 - 11.1. Goods and services are regularly prepared, revised and updated with the expected care. In spite of all prudence and care, it must always be ensured when using the goods deliveries and services that a change in the legal situation or a change in case law makes modification necessary. Complaints shall be notified immediately in text form (letter, fax, e-mail) to S+S SoftwarePartner GmbH, if they concern updates, within one month after acceptance.
 - 11.2. Within the statutory warranty period, it shall be possible to demand rectification of defects or replacement delivery. If we are not willing or able to repair or replace the goods, or if this fails for other reasons, the customer shall be entitled to withdraw from the contract or to demand an appropriate reduction of the purchase price.
 - 11.3. Further claims of the customer, in particular claims for damages due to delayed or omitted delivery, are excluded. This shall not apply if the cause of damage is based on intent or gross negligence for

- which we are responsible or in the event of injury to life, body or health.
- 11.4. With a service voucher for software maintenance, the customer can agree with us on continuous rectification of defects, technical adjustments, elimination of defects (continuous updates) and user support by telephone.
 - 11.5. Upgrades are each licensed with a separate program certificate and contain new functions for the purchased software and cover current legal and regulatory changes.
 - 11.6. Use of the software may be severely limited or impossible without maintenance of the software with current updates and upgrades, either professionally and/or technically. If no updates and upgrades have been purchased for a period of three years or longer, it is possible to update the software by purchasing new software or by switching to a subscription (subscription model).
 - 11.7. We shall only be liable for damage caused by the use of goods and services on other software or on data media/data processing systems of the customer if such damage is typically occurring and foreseeable and the defect in the goods and services causing the damage was caused intentionally or through gross negligence by a legal representative or vicarious agent.
 - 11.8. In the case of contracts with legal entities under public law, special funds under public law and merchants - in relation to the latter, however, only if the contract is part of the operation of their trade - liability for gross negligence by vicarious agents is also excluded in addition to the limitation of liability in the preceding sentence, unless it is the fault of leading vicarious agents or main contractual obligations have been violated.
 - 11.9. Statutory claims for rectification of defects and subsequent delivery - but not for damages - remain unaffected by the above provision. Further claims of the customer, in particular for loss of profit or consequential damage, are excluded. This does not apply if the cause of damage is based on intent or gross negligence for which we are responsible or in the event of injury to life, body or health.
 - 11.10. In order to secure his system, the customer is obliged to back up data at intervals appropriate to the application. In the event of a loss of data for which we are responsible, we shall only be liable for the expenditure normally required for recovery.
 - 11.11. The customer is obliged to independently document commercial and other data outside of our products by printing or archiving in accordance with legal or regulatory requirements, unless this documentation is an express component of our agreed service.
 - 11.12. We endeavour to provide permanent access to the online products (365 days/24 hours). However, availability at any time is expressly not guaranteed. In particular, access may be temporarily restricted for technical reasons, such as necessary maintenance and repair work.
12. Amendments to these terms and conditions

- 12.1. The validity of conflicting or deviating terms and conditions is excluded, even if we do not expressly object to them or accept services without reservation.
 - 12.2. We reserve the right to amend these General Terms and Conditions of Business in accordance with the following provisions, provided that this amendment is reasonable for you, taking into account the interests of us; this is particularly the case if the amendment is without significant legal or economic disadvantages for you, e.g. changes in the registration process, changes in contact information.
 - 12.3. Otherwise, we will inform you of any changes to these Terms and Conditions with reasonable advance notice, but at least one month before the intended date of entry into force.
 - 12.4. The information will be sent to the email address you have provided.
 - 12.5. If you do not agree with any change we intend to make, you have the right to object to the change within one month of notification. If you object within this period, we are entitled to terminate the contract in writing with one month's notice to the end of the calendar month.
13. Place of jurisdiction
 - 13.1. The place of performance and jurisdiction for merchants, legal entities under public law or special funds under public law is Bielefeld.
 - 13.2. German law shall apply exclusively, excluding the UN Convention on Contracts for the International Sale of Goods and commercial law.
 14. Please send complaints, cancellations and revocations to the following address: S+S SoftwarePartner GmbH, Haldemer Straße 64, D-32351 Stemwede.

Special terms and conditions for SaaS, ITaaS and data center solutions

In addition to the General Terms and Conditions, the following Special Terms and Conditions apply to Software, SaaS, ITaaS and data center solutions.

1. Subject of the contract
 - 1.1. We offer various software solutions to support business processes, some of which are available for use as SaaS, ITaaS and data center solutions. The concrete scope of functions of the solution as well as the hardware and software environment requirements that must be fulfilled on the customer side are specified in the respective offer and the user documentation. It is not possible to provide the solution on data carriers or by way of online transfer for local installation.
 - 1.2. As part of the solution, storage space is provided on central servers on which the data generated and processed with the SaaS solution can be stored for the duration of the contractual relationship. The archiving of the data in accordance with the commercial and tax law retention periods is not included in the scope of services.
 - 1.3. The point of transfer of services is the router exit of our own or our computer centre to the Internet. The customer must take care of the connection to the Internet, the provision or maintenance of the network connection to the computer centre as well as the procurement and provision of network access components for the Internet on the customer side.
 - 1.4. Usually, most solutions are also available outside of operating hours (365 days / 24 hours), but there is no claim to this. If, for urgent, urgent technical reasons that cannot be postponed, maintenance work is exceptionally required during operating hours, with the result that the solution is not available during this time, we will inform you in good time, if possible, by e-mail to the address you have provided.
 - 1.5. The following service levels apply to these solutions:
Operating hours: Monday - Friday, 08:00 - 18:00
Maintenance times: always outside the operating hours.
Availability during operating hours: min. 95 % on average per calendar month.
 - 1.6. We will undertake the analysis and correction of documented, reproducible errors in the solution (hereinafter "Support Services") by competent personnel and in accordance with recognised industry standards. We do not vouch for the success in eliminating errors and to this extent we do not assume any guarantee. An error in the sense of these terms and conditions is any fault reported by the customer which results in the condition and functionality of the solution deviating from the offer and user documentation and which has a more than insignificant effect on

- its fitness for use, or if corruption of data or loss of data processed with the solution or generated by it occurs.
- 1.7. If a malfunction that has occurred cannot be reproduced, it shall not be considered a fault. In this case, the parties will jointly agree on the further procedure.
 - 1.8. The customer must immediately report any errors that occur with an exact description of the problem. The report can be made verbally, but must be repeated in text form as an e-mail to helpdesk@softwarepartner.net no later than the next working day. We are available to receive error reports by telephone and e-mail on Mondays - Thursdays from 08:30 to 17:00 and Fridays from 08:30 to 15:00.
 - 1.9. In case of error messages, the activities described below will be carried out within the response time. The response time depends on the error class; the following error classes apply.
 - Error class 1: Productive use of the solution is not possible or only possible to a very limited extent or essential performance features are missed.
 - Error class 2: Core functionality is guaranteed, but there is a significant error in a submodule that prevents or significantly restricts working with this module.
 - Error class 3: All other errors
 - 1.10. Within the response times, we submit a proposal for the correction of the error. It includes the following:
 - Presentation of the results of the analysis performed;
 - presentation of the effects on other functionalities (criticality);
 - proposal of a procedure to correct the error.
 - Error class 1: Reaction time 8 hours
 - Error class 2: Response time 2 working days
 - Error class 3: Response time 5 working days
 - 1.11. We are not obliged to provide support services:
 - for errors caused by unauthorized changes or adjustments to the solution;
 - in the case of errors that are based on improper use;
 - in the case of errors that are causally generated in the customer's technical environment;
 - for other software (especially third-party software used on customer systems);
 - in the case of errors that are based on improper or unauthorized use of the solution;
 - for errors that are based on operating errors, unless the operation is carried out in accordance with the user documentation;
 - for any hardware defects in the customer system;
 - if the solution is used on other permissible hardware and operating system environments than those specified in the user documentation;
 - in the form of on-site assignments by our employees.

- 1.12. We are entitled to treat such services as a separate order and to invoice them at the user fees for solutions in accordance with the service rates applicable at the time.
- 1.13. The above-mentioned services are final. We are not obliged to provide any further services, in particular installation, adaptation, programming, consulting and training services.
2. Obligations to cooperate
- 2.1. The cooperation services required for the performance of the contractual services must be provided in full and in good time. The obligations to cooperate include in particular the following activities:
- all applicable laws and other legal provisions must be observed during use. It is forbidden to transfer data or content to our servers that violate legal regulations or infringe third-party property rights, copyrights or other rights of third parties
 - in the event of an error message, all documentation, logs and other information relevant to the elimination of the error must be made available to us immediately
 - the customer is obliged to participate regularly in appropriate product training or otherwise acquire the necessary knowledge to use the solution
 - only data that is free from computer viruses or other harmful code may be transmitted
 - no software or other techniques or procedures may be used in connection with the use of the solution that are likely to impair its operation, security and availability
3. Adjustment of remuneration
- 3.1. We are entitled to adjust the remuneration during the term of the contract. Such a price adjustment is only permissible once a year.
- 3.2. Price increases must be announced in writing at least six weeks before they take effect. In the event that the price increase amounts to more than ten percent of the previous remuneration, the customer has a special right of termination which he may exercise in writing with one month's notice to the end of the calendar month following receipt of the price increase announcement.
4. Blocking of data
- 4.1. If a third party asserts an infringement of rights against us by data or content transmitted by the customer to the data storage devices provided by us, we are entitled to temporarily block the corresponding data or content if the third party has conclusively demonstrated the infringement.
- 4.2. In this case, we will request the customer to stop the infringement or to prove the legality of the content within a reasonable period of time. If this request is not or not sufficiently complied with, we are entitled, without prejudice to further rights and claims, to terminate the contract for good cause without notice.
- 4.3. Insofar as the customer is responsible for the infringement of rights, he is also obliged to compensate for the resulting damage and must

- indemnify us in this respect from any claims of third parties on first request.
- 4.4. Further rights are reserved.
5. Changes in services
- 5.1. We are entitled at any time to further develop, change or supplement the solutions in part or in whole. We will announce contract-relevant, significant changes at least six weeks before they take effect by e-mail to the e-mail account you have specified.
- 5.2. The customer may object to the changes in writing or by e-mail with a period of one month from receipt of the notification of change. If not objected to, the changes become part of the contract. In the notification of change the consequences of the objection will be pointed out accordingly.
- 5.3. In the event of an objection within the time limit, we are entitled to terminate the contract in writing with a notice period of one month to the end of the calendar month.
6. Rights in case of defects
- 6.1. If the agreed service level is undercut for a period of three consecutive calendar months or for three calendar months within a period of twelve calendar months (availability during operating hours below 95%, response times, error handling) and we are responsible for this, the customer is entitled to terminate the contract without notice and to claim damages instead of performance.
- 6.2. In other cases of non-contractual performance we are entitled and obliged to subsequent

performance. If subsequent performance is not effected within a reasonable period of time, a reasonable grace period may be set with the threat of rejection. After the unsuccessful expiry of this period, the legal remedies are available, whereby the cancellation of the contract (withdrawal or compensation instead of performance) is only possible if the defects are defects of defect class one.

- 6.3. The limitation period for rights in the event of defects is twelve months.

7. Third party property rights

- 7.1. If industrial property rights and copyrights of third parties are infringed by the contractual use of the solution and if third parties assert claims against the customer on account of such infringement, we shall, at our discretion and at our own expense, either
- obtain the right to use the solution or
 - Modify the solution so that it no longer violates the rights of third parties and at least has the contractually stipulated properties.
- 7.2. If the claim of the third party is not based on
- changes to the solution that have not been approved by us under this agreement or otherwise, or
 - the use of the solution in any other way than that agreed in accordance with the purpose of this contract, or

- the use of the solution on a hardware platform or operating system environment not released by us,
 - we shall, at our own discretion, defend the customer or indemnify and hold the customer harmless, within the scope of the limitations of liability, from any damages arising directly from such a claim and which are asserted against the customer in court. The obligation to pay compensation is excluded if we prove that the customer is not responsible for the violation of third party rights.
- 7.3. The customer is obliged to inform us immediately if third parties assert property right infringements against him. The customer shall only be entitled to take measures, in particular to defend himself in court against the claims or to satisfy legal claims of the third party subject to reservation, if we have informed him beforehand that we will not defend the customer against the claim.
8. Liability
- 8.1. We are liable for all damages arising in connection with this contract, regardless of the actual or legal reason, only in accordance with the following provisions:
- 8.2. In case of intent and gross negligence, claims under the German Product Liability Act and in case of injury to life, body or health, we shall be liable without limitation in accordance with the statutory provisions.
- 8.3. In all other respects, liability per calendar year shall be limited to the damage foreseeable at the time of conclusion of the contract up to a total amount for all cases of damage per calendar year which corresponds to one hundred percent of the remuneration paid by the customer in that calendar year. This limitation of liability shall also apply in the event of data loss and data deterioration.
9. Protection of secrets, data protection and data security
- 9.1. The processing of data of third parties, e.g. those subject to professional secrecy protection or general data protection (e.g. patient data, client data for legal and tax advisory professions, member data for associations, employee data for companies), by external service providers may require the consent of these third parties.
- 9.2. It is the customer's responsibility to check whether such a consent or approval requirement exists and, if so, that the corresponding consent or approval is available.
10. Confidentiality
- 10.1. The contracting parties are obliged to treat confidentially the information made available to them under this contract by the other party as well as knowledge which they acquire on the occasion of this cooperation about matters of a technical, commercial or organisational nature of the other party and not to exploit or use it or make it available to third parties without the prior written consent of the party concerned during the term and after termination of this agreement.

- 10.2. The disclosure to third parties who are subject to a legal obligation to maintain secrecy is not subject to approval. The passing on to employees who require the information for their work in the performance of services covered by the contract also does not require approval.
- 10.3. However, the parties shall ensure that such employees are bound by appropriate confidentiality obligations. Any use of this information is limited solely to the use for the execution of this contract. Each party shall inform the other party immediately upon becoming aware of any unauthorized disclosure or possible loss of confidential information.
- 10.4. This aforementioned obligation shall not apply to information that is demonstrably
- the other party has lawfully received or will lawfully receive from third parties,
 - were already generally known at the time of conclusion of this contract or became generally known subsequently without breach of this confidentiality obligation,
 - was previously held by the party receiving the information, or
 - have already been developed independently of the notification by the party receiving the information.
- 10.5. The prohibition of disclosure shall not apply if the parties are obliged to disclose the information by law or by court or official order. In this case, however, the party obliged to disclose is obliged to notify the other party of the disclosure of the information in advance so that the other party has the opportunity to defend itself against such disclosure and to prevent or restrict it.
- 10.6. The party obliged to disclose shall use its best efforts vis-à-vis the authorities ordering disclosure to ensure that all confidential information to be disclosed is treated confidentially.
- 10.7. The confidentiality obligations of this Agreement shall continue to apply for a period of 2 years after termination of this Agreement. With regard to data that is subject to data secrecy or professional secrecy, the confidentiality obligation shall apply for an unlimited period of time.
11. Assumption of contract
- 11.1. We are entitled to transfer rights and obligations from this contractual relationship in whole or in part to a third party with a notice period of four weeks.
- 11.2. In this case, the customer is entitled to terminate the contract within two weeks days after notification of the transfer of the contract.
12. Termination and consequences of termination
- 12.1. The right of both parties to terminate the contract for good cause remains unaffected. In particular, we are entitled to terminate this contract without notice in exceptional cases if
- the customer is in default of payment of an amount for a period of more than two months which is at least equal to the agreed fee for the use for the period of two months

- insolvency proceedings or other judicial or extrajudicial proceedings serving to settle debts have been or are being initiated against the customer's assets
- the user account has been transferred or the access data for the solution has been made available to third parties without our prior consent
- the customer has otherwise violated his obligations under this contract and, despite the setting of a deadline with the threat of rejection, does not cease the violation of the contract or proves measures which are suitable to exclude the repetition of the violation of the contract in the future.

12.2. In the event of termination of the contractual relationship, irrespective of the legal grounds, the parties are obliged to handle the contractual relationship properly. For this purpose we will

- to hand over the data stored with us within the scope of the contract as well as any databases created within the scope of the contractual relationship to the customer or a third party named by him at his own expense no later than four weeks after the termination of the contract, at his choice either by remote data transmission or on data carriers.
- delete the data immediately after confirmation of successful data transfer and destroy all copies made.

12.3. We can provide further support services for the migration of the data by separate order. Such further support services shall be remunerated in accordance with the price list valid at the time.

Special Terms and Conditions Consulting Services

In addition to the General Terms and Conditions, the following Special Terms and Conditions apply to consultancy services.

1. Scope of application
 - 1.1. These General Terms and Conditions of Consulting apply to contracts and services whose object is the provision of advice and information by customers to us in the planning, preparation and implementation of business or technical decisions.
 - 1.2. The following terms and conditions shall only apply to entrepreneurs within the meaning of § 14 BGB (German Civil Code).
 - 1.3. The following terms and conditions shall apply to all contracts concluded between us and the customer whose object is the provision of advice and information by consultants to the customer in the planning, preparation and implementation of business or technical decisions in the following areas:
 - Corporate management and management
 - Technology, research and development
 - Marketing and distribution
 - Finance/accounting and controlling
 - Materials management and logistics
 - Production
 - eCommerce
 - Electronic data processing.
 - 1.4. The terms and conditions of consultancy apply exclusively. Any terms and conditions of the client that are contrary to or deviate from our terms and conditions shall not be recognised unless their validity has been expressly agreed.
- 1.5. We hereby object to the applicability of any deviating general terms and conditions of business of the Client, even if they have been sent to the Consultant in a letter of confirmation or otherwise.
2. Subject of the contract / scope of services
 - 2.1. Details of the order, such as task definition, duration, fee, etc., shall be regulated in a separate written contract (performance certificate).
 - 2.2. The subject of the order is the agreed consultancy work, not the achievement of a specific economic success or the preparation of expert opinions or other works. The consultant's services are deemed to have been rendered when the necessary studies, analyses and the resulting conclusions have been worked out with the client. It is irrelevant whether or when the conclusions or recommendations are implemented.
 - 2.3. If the consultant is also to prepare a detailed report, this must be agreed separately. The report is not an expert opinion, but only reflects the essential content of the course and result of the consultancy.
 - 2.4. At the request of the customer, we will provide information on the status of the service provision and give an account in the form of a written

- report that reflects the essential content of the course and result of the consultation. If the contractor is to prepare a comprehensive written report, in particular for submission to third parties, this must be agreed separately.
- 2.5. The Consultant may use the services of third subcontractors for the provision of services, whereby the Consultant shall always remain directly liable to the Client. We shall decide at our own discretion which employees he shall use or replace.
 - 2.6. We will employ trained staff with the necessary expertise and will continuously supervise and monitor them during the performance of the services. Otherwise, we shall decide at our own discretion which employees are to be deployed.
3. Changes in services
 - 3.1. Subsequent changes and additions to the order must be made in writing to be effective. This also applies to the waiver of the written form requirement.
 - 3.2. Minutes of meetings and the project status shall be deemed to be in accordance with this requirement if they are signed by the authorised representatives of both parties.
 - 3.3. We shall be obliged to take into account the customer's requests for changes, provided that this is reasonable for us, especially with regard to the effort and time required.
 - 3.4. Insofar as the examination of the possibilities for changes or the realisation of the desired changes have an effect on the contractual conditions, in particular on our expenditure or the time schedule, the parties agree on an appropriate adjustment of the contractual conditions.
 - 3.5. If an examination of the additional expenditure is necessary, we can demand a separate order for this.
 - 3.6. Changes and additions to the service specifications must be made in writing to be effective.
4. Confidentiality and data protection
 - 4.1. We are obligated to maintain secrecy, even after termination of the order, about all business or order-related facts that become known to him in connection with the performance of the service.
 - 4.2. Without the written consent of the customer, we may neither pass them on to third parties nor use them for ourselves. This also applies to written statements, especially order-related reports or recommendations.
 - 4.3. We undertake to obligate all persons employed by us to carry out the order in writing to comply with this provision.
 - 4.4. Within the scope of the purpose of the order, we are authorized to process the personal data entrusted to us or to have them processed by third parties in compliance with the data protection regulations.
 5. Obligations to cooperate on the part of the client
 - 5.1. The customer is obliged to support us to the best of his ability and to create all the conditions necessary for successful execution.

- In particular, to provide the consultant with a workplace in his company, if necessary,
 - to provide necessary data and information
 - and to provide the consultant with access to all necessary sources of information.
- 5.2. The client must obtain the relevant information promptly.
- 5.3. At the request of the contractor, the customer must confirm in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.
- 5.4. Furthermore, he shall comply with the provisions of the Works Constitution Act and the Law on the Provision of Temporary Workers.
6. Remuneration, payment terms and offsetting
- 6.1. Unless otherwise agreed, all prices quoted are exclusive of travel costs, expenses and statutory value added tax in accordance with our current price list. This also applies to fixed price offers.
- 6.2. The remuneration for the consultant's services is calculated according to the time spent on the activity (time fee), according to commissions (commission agreement) or agreed in writing as a fixed price.
- 6.3. Fixed price offers are also service offers. Fixed prices are therefore invoiced pro rata over the project time.
- 6.4. For projects over €25,000, a first installment of thirty percent of the fixed price or the estimated contract amount may be demanded before the services are rendered. A fee based on the degree of success or a fee to be paid only in case of success is always excluded.
- 6.5. All claims are due upon invoicing and are payable within fourteen days without deductions. The statutory value-added tax must be added to all price quotations and shown separately on the invoice. Several clients (natural and/or legal persons) are jointly and severally liable.
- 6.6. Offsetting against our claims is only permissible with undisputed or legally established claims.
- 6.7. Several customers (natural and/or legal persons) are jointly and severally liable.
7. Warranty and statute of limitations
- 7.1. We carry out all work with the greatest care and always in relation to the individual situation and the needs of the client.
- 7.2. We guarantee that the surveys and analyses correctly and completely reflect the situation of the company with regard to the issue at hand. Data supplied by third parties or by the client are checked for plausibility.
- 7.3. The conclusions and recommendations to be derived from the surveys are made to the best of our knowledge and in accordance with the recognised rules of science and practice. The recommendations are presented in an understandable and comprehensible manner.
- 7.4. We select properly trained staff with the necessary expertise for the assignment and ensure that they are continuously supervised and monitored during the provision of services.

- 7.5. The limitation period for rights in the event of defects is six months and begins upon completion of the consulting services.
 - 7.6. For consulting services, the Customer shall only be entitled to have any defects in defect classes 1 and 2 remedied and only without charge if the service was provided at a fixed price.
 - 7.7. If the order has been placed by a merchant within the scope of his trade, a legal entity under public law or by a special fund under public law, the customer may only demand the cancellation of the contract if the service rendered is demonstrably of no interest to him due to the failure of the rectification. Any further claims for damages are excluded.
 - 7.8. The customer is obliged to report defects immediately. In this respect, the customer shall bear the burden of proof for prerequisites for claims, in particular for the defect itself, for the time of detection of the defect and the timeliness of the notification.
8. Liability
- 8.1. We are liable for damages resulting from injury to life, body or health, which are based on a negligent breach of duty with regard to the consulting services on the part of the consultant or an intentional or negligent breach of duty by a legal representative or vicarious agent of the consultant.
 - 8.2. The Consultant shall only be liable for slight negligence if an obligation is violated, the observance of which is of particular importance for the achievement of the purpose of the contract (cardinal obligation). In the event of a breach of the cardinal obligation, liability is limited in sum to the simple amount of the amount on which the order is based and to such damages that must typically be expected to arise within the framework of the contract.
 - 8.3. Our employees, co-workers, representatives and vicarious agents are also personally liable only in accordance with the provisions of this liability clause.
 - 8.4. Descriptions in brochures, on the Internet or in advertisements do not represent an agreed quality.
9. Intellectual property
- 9.1. The customer shall ensure that the reports, organization charts, drafts, drawings, lists and calculations produced by us within the scope of the order are only used for its own purposes and are not published or passed on to third parties without express consent.
 - 9.2. The use of the consulting services provided for companies affiliated with the customer requires a separate written agreement.
 - 9.3. Insofar as work results are subject to copyright, the consultant remains the author. In this case, the client receives the above-mentioned limited, otherwise temporally and locally unrestricted, irrevocable, exclusive and non-transferable right of use of the work results.
10. Default of acceptance and failure to cooperate

- 10.1. If the customer is in default of acceptance of the consulting services or if he fails to cooperate in spite of a reminder and setting a deadline, the consultant is entitled to terminate the contract without notice.
- 10.2. Irrespective of the assertion of this right of termination, the Consultant is entitled to compensation for the damage and all expenses incurred as a result of the delay or failure to cooperate.
- 11. Duty of allegiance
 - 11.1. The parties commit themselves to mutual loyalty. They shall inform each other immediately of any circumstances that may occur during the course of the project and that may influence the processing.
 - 11.2. The customer and associated companies will not employ any employees of us who are or were active in the execution of the order during the cooperation and for a period of twelve months after the end of the cooperation or will commission them via third parties without our consent.
 - 11.3. The customer shall notify us immediately as soon as he becomes aware of any termination or change intentions of the employees employed by us to perform the services.
- 12. Force majeure
 - 12.1. In the event that employees designated for the project - unforeseeable in the definition of individual tasks - are absent, we shall be entitled to postpone the fulfilment of this obligation for the duration of the hindrance and for a reasonable start-up period.
 - 12.2. Events of force majeure that make performance considerably more difficult or temporarily impossible shall entitle the contracting parties to postpone the performance of their services for the duration of the hindrance and a reasonable start-up period.
 - 12.3. Industrial disputes and similar circumstances shall be deemed equivalent to force majeure insofar as they are unforeseeable, serious and not attributable to any fault.
 - 12.4. Both parties shall inform each other immediately of the occurrence of such circumstances.
- 13. Termination of the consultancy contract
 - 13.1. The possibility of ordinary termination of consultancy contracts is excluded. However, the contract can be terminated at any time without notice for good cause.
 - 13.2. A termination for good cause must be made in writing (letter, fax, e-mail), stating and explaining the good cause. Refusal to accept or non-use of deliveries and services shall not be deemed to be a termination.
- 14. Right of retention and retention of documents
 - 14.1. We have a right of retention until the complete settlement of his claim, but the exercise of this right is contrary to good faith if the retention would cause the customer a disproportionately high damage which cannot be justified when weighing up both interests.

- 14.2. After settlement of all claims arising from the contract, we shall surrender all documents which were handed over to us on the occasion of the performance of the service. This does not apply to correspondence between the parties and to simple copies of reports, organization charts, drawings, lists, calculations and similar documents produced within the scope of the order, provided that the client has received the originals.
 - 14.3. We shall be entitled to document and retain all information even beyond the time of performance of the services if this serves the purpose of providing future maintenance services and support for technical services and products for the customer.
 - 14.4. The Consultant's obligation to retain the documents shall expire six months after the end of the work. In the case of documents retained for other reasons, the retention period ends after five years from the end of the service provision.
15. Other
 - 15.1. Rights from the contractual relationship with the Consultant may only be assigned with prior written consent.
 - 15.2. All claims arising from the contract shall be governed exclusively by German law to the exclusion of UN commercial and sales law.
 - 15.3. Changes and amendments to these terms and conditions must be made in writing and must be expressly identified as such.

Service price list for consulting services

In addition to the General Terms and Conditions of Business, the following price list for services applies to consultancy services. Individual price agreements for consulting services take precedence over this price list.

Senior consultant and project management	EUR	160,00	per hour
Consulting, development, installation and support services	EUR	150,00	per hour
Travel times	EUR	75,00	per hour
Reimbursement of costs for flight, train, taxi and overnight stay			at cost against receipt
Mileage allowance for travel by car	EUR	0,75	per kilometer
Lump-sum expense allowance	EUR	28,00	per day of travel
Night and public holiday surcharges			25 percent surcharge on the calculated hourly rate

All prices are subject to the statutory value added tax. Travel packages for trips abroad may vary. Hours are charged per 15 minutes or part thereof.

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