

General Contractual Conditions of all german legal entities of the iTSM Group

§ 1 Subject Matter

- (1) Orders are subject to the service contract law insofar as the application of the work and services contract law has not been explicitly agreed.
- (2) The following conditions settle the conducting of the individual order signed with the customer.
- (3) Performance and quality descriptions of the contractor in the scope of individual orders do not constitute guaranteed properties.

§ 2 Remuneration

- (1) The remuneration amount depends on the rates of the respective individual orders.
- (2) If a fixed price is not agreed, the vicarious agents of the Contractor will record daily working times and activities in an activity report. The activity reports are made available to the customer with the respective invoice.
- (3) The working time usually amounts to 8 hours, Mondays to Fridays, between 8 a.m. and 8 p.m.. Times spent on the journey towards and from the location are considered working time. For Saturdays, an additional fee of 50%, for Sundays and legal holidays, an additional fee of 100% are added to the daily rate. Legal holidays conform to the work site. Weekend and holiday activities are previously agreed upon between the iTSM Group and the customer and require an approval from both parties.
- (4) The settlements and invoicing take place electronically (PDF format via e-mail) and monthly.
- (5) Invoice amounts are due immediately upon reception of the invoice, without any discount and are to be paid within 14 calendar days. Cheque payments are excluded. Possible individual agreements signed between the contracting parties remain unaffected by the present provision. All fees incurred through payment transactions are borne by the payer.
- (6) If the customer does not perform the payment when due, then the outstanding amounts are to be charged with interests starting with the due date, with the legal rate for interests on arrears; the enforcement of higher interests and additional prejudice in case of arrears remains unaffected. With respect to merchants, our claim to the commercial due date interest rate (§ 353 HGB) shall remain in effect.
- (7) If the Customer does not meet his payment obligation when due, we shall charge a flat administrative fee of € 50 plus interest on arrears in accordance with § 288 BGB for the second reminder and a flat administrative fee of € 75 plus interest on arrears in accordance with § 288 BGB for each further reminder. The assertion of further damages remains unaffected by this provision.
- (8) If the Contractor provides owed services on request or with the consent of the Customer outside of its business premises, the Customer obliges himself to the additional payment of travelling expenses and costs in accordance with the following proviso:
 - Flight: within Europe: Economy Class, Intercontinental: Business Class (net costs)
 - Train: 1st class (net costs)
 - Car: fiscal kilometre flat-rates at the main office of the Contractor: min. 0,40 €
 - Hotel: According to expenditure, max. 4 stars (net costs)

- Public transportation, taxi and parking fees: according to expenditure (net costs)
 - Daily expenses: 30 € starting with 8 hrs.
- (9) All prices are considered plus the respectively valid legal Value-Added Tax.

§ 3 Involvement Obligations of the Customer

- (1) The Customer takes it upon himself to support the Contractor to the best of his ability in executing the respective individual order.
- (2) The collaboration duties in detail will be agreed upon in the respective individual order.
- (3) Insofar nothing deviating is agreed in the individual order, the collaboration duties especially include:
- The transfer of the necessary order documentation at request at the beginning of the order
 - The naming of competent employees for obtaining the information
 - The provision of access possibilities to all technical amenities of the Customer, which are necessary for the execution of the respective individual order
 - The execution of data backup measures, insofar as work results of the Contractor are stored or saved on the Customer's systems
 - If services are provided on the premises of the Customer, he is obligated to make suitable workplaces available during the usual working hours
- (4) If the Customer is in default with performing the collaboration duties and the further providing of services is hampered by the neglecting of the collaboration duties, then the agreed terms will be deferred by the time of the delay. In this case, the Contractor is entitled to request a suitable compensation for the duration of the delay. The compensation, however, is reduced proportionally, as the Contractor would have been demonstrably able to employ his staff, despite the existing hindrance, in this project or other projects, especially for such performed for the Customer.
- (5) The Customer will notify the Contractor of the discontinuance of the hindrance 5 (five) working days before the continuation of the project becomes possible, if the latter has informed that the staff will be employed in different projects.

§ 4 Performing of the Services

- (1) The Contractor is entitled to allocate services to subcontractors.
- (2) Excepting the Starting and Ending date of projects, or delimitable and economically independent services, all target dates are non-binding, unless they have been explicitly marked as binding.
- (3) The Contractor will inform the Customer about foreseeable delays, as soon as these become discernible for him. The Contractor will inform the Customer in a timely fashion regarding the exceeding of binding target dates.
- (4) Bindingly agreed target dates are automatically deferred by the time periods in which the Contractor is hindered in providing the owed collaboration duties by circumstances beyond his control.

§ 5 Scope of Services/Change of the Scope of Services/Service Location

- (1) The agreed service results from the respective individual order.
- (2) Agreed target dates are deferred, respectively deadlines are extended by the time period required for the performing of the changes regarding the agreed Scope of Service.

- (3) The additional costs resulting from the change is to be compensated by the Customer at the hourly fees in accordance with the individual agreement. If a fixed price is agreed and the performing of changes requires an additional cost, the Contractor will create a binding change offer at a modified fixed price before performing the changes. If the creation of the modified offer requires a not negligible expenditure, the creation is to be compensated separately.
- (4) The place of execution for all services is the place of business of the Contractor.

§ 6 Rights of Use and of Property

For all the system created by the Contractor in the scope of this contract, as well as for all other work results, the following licence agreements apply:

- a) The Contractor grants the Customer a non-exclusive, unrestricted and non-transferable usage right to the know-how arising from the providing of the service, the devised development methods, generally usable modules, as for instance program routines and drivers, the ideas, the concept, other foundations of the work results, as well as all other marketable property rights, if and insofar he is the owner of the exploitation rights of the previously named rights.
- b) The Contractor is entitled to unrestrictedly employ the know-how arising from the providing of the service to any and all purposes. This especially applies to the purposes of consulting. The Customer will not sign contracts with third parties, which would hinder the application of this know-how.

§ 7 Liability

- (1) Under reserve of the following provision, the Contractor will pay compensation only amounting to maximum € 1 Million per individual order.
- (2) For indirect prejudice, like lost winnings, any liability is excluded.
- (3) For deliberately or recklessly caused prejudice and injury of life, body or health, or insofar as the product liability law applies, the limitations above, under paragraphs 1 and 2 do not apply.
- (4) If the Customer desires a more extensive insurance against the event of damage, the parties will provide for it by means of individual agreements.

§ 8 Defects of Title/Guarantee Acceptance

- (1) If the Contractor is commissioned to perform customisations or changes to the services or products of third parties, then defects of title caused by the services are not subjected to the responsibility of the Contractor. The costs and expenses resulting from warding off such defects of title will not be attributed to the Contractor.
- (2) Insofar the Contractor makes changes to the Customer's tools, the Contractor does not assume liability for flaws already present in the tool.
- (3) The Customer bears the burden of proof, that it is not an error already existing in the tool.

§ 9 Confidentiality, Data Protection

- (1) The parties obligate themselves, to treat all the knowledge of trade secrets and confidential information of the other party obtained in the scope of this contractual relation and the respective individual orders confidentially, with no time limit, even beyond the duration of the present contract. Both parties will obligate all persons employed in the

scope of the performing of services pertaining to the contract within the respective individual orders to keeping the confidentiality and provide proof of it upon request.

- (2) Information counts as confidential even if it is not explicitly marked as such, however the respective transmitting party has a discernible interest in its secrecy.
- (3) The obligation to confidential treatment applies to the know-how obtained in relation with the contract execution by the contractor, not for general economical and technical know-how.

§ 10 Fiduciary Duty

The parties oblige themselves to mutual loyalty. It is to be refrained from especially the active head-hunting of employees and subcontractors of the respective other contractual partner.

§ 11 Acceptance

- (1) Services provided by the Contractor in the scope of contracts for work and labour are to be immediately accepted by the Customer. After being notified of the completion by the Contractor, the Customer will test the finalised services if needed.
- (2) The testing stage will last a maximum of four weeks. It begins with the reception of the completion notification. If no or only negligible flaws occur in this context, the Customer is obligated to declare acceptance.
- (3) If in the opinion of the Customer flaws exist, he has to notify of them in written, in comprehensible form, within a week after the end of the testing stage. Otherwise, the service counts as provided in accordance with the contract.
- (4) The acceptance takes place at the latest, if the Customer has used the delivered system for other than testing purposes.
- (5) The Contractor is obligated to eliminate existing defects within an adequate time frame. After eliminating the defects, the system counts as accepted, insofar as no other defects exist and are communicated to the Contractor.

§ 12 Guarantee

- (1) The Contractor guarantees the freedom of defects for its services within a guarantee period of 6 weeks.
- (2) The guarantee period starts with the acceptance.
- (3) Should defects occur, the Customer will document them in an error log in comprehensible form and send the error log to the Contractor. The Contractor is obligated to begin the fault correction within the time periods specified in the individual contracts.
- (4) If the fault is not corrected within an time period adequate for the fault correction which is to be agreed upon with the Customer, the Customer is entitled to request a discount of the compensation or rescission of the contract instead of the fault correction.
- (5) The guarantee is forfeit for the entire system or for delimitable components, where the Customer has intervened or which he has modified, unless the Customer can prove that the intervention or the change is not the cause for the fault.
- (6) If the Customer has notified the Contractor of a fault, without there actually being an error, the Contractor can request an appropriate compensation for his activity in the scope of the hourly fees agreed in the present contract.

§ 13 Miscellaneous

The court of jurisdiction is the main office of the company.

General Training Conditions

The “General Training Conditions of the ITSM Group” are extensions to the “General contractual conditions of the ITSM Group”, which will keep their validity besides them.

§ 1 Application

The application for a training has to be directed in written (via fax or web-form on the Contractor’s web site) to the Contractor. Verbal or telephonic applications hold no effect.

§ 2 Training Fees & Invoicing

- (1) The training fees are due for payment two weeks after the invoice date.
- (2) The invoicing takes place exclusively electronically (PDF format via e-mail).
- (3) For VCR trainings, face-to-face trainings and blended learnings, the invoice will be issued on the last day of the training.
- (4) In the case of web-based training, the invoice is issued after the access data for the training and the examination voucher have been sent to the customer.

§ 3 Appointments and Cancellations

- (1) The binding appointment, as well as the place of the event for a training event of the Contractor result from the written order confirmation. The Contractor can move the place of the event with an advance notice term within the country. In this case, the customer is entitled to an extraordinary cancellation right.
- (2) The contractor reserves the right to cancel a training or workshop confirmed in writing up to 14 (fourteen) calendar days before the scheduled start. In exceptional cases, even in the case of guaranteed dates, the training course can be canceled immediately before the start for other important reasons. This is particularly the case in the event of a short-term illness of the speaker as well as force majeure or the occurrence of events that make the provision of the service technically or economically unreasonable for the contractor.
- (3) If the appointment is cancelled or the place of the event is moved by the Contractor and a termination from the customer takes place, see § 3 (1), where applicable, already paid training fees are fully reimbursed. Claims extending beyond, in particular the reimbursement for contingent travelling expenses, will not be accepted.

§ 4 Retirement of the Customer

- (1) If the Customer participant rescinds a firmly booked open training, then in the case of a written rescission until 28 (twenty-eight) calendar days before the training start, then no processing / cancellation fee will be charged.
- (2) If the Customer participant rescinds a firmly booked open training, then in the case of a written rescission until 14 (fourteen) calendar days before the training start, then a processing / cancellation fee amounting to 50% of the training price (without exam) plus Value-Added Tax will be charged.
- (3) If the Customer participant rescinds a firmly booked open training, then in the case of a written rescission until 7 (seven) calendar days before the training start, then a processing / cancellation fee amounting to 75 % of the training price (without exam) plus Value-Added Tax will be charged.

- (4) If the Customer participant rescinds a firmly booked open training, then in the case of a written rescission until 3 (three) calendar days before the training start, then a processing / cancellation fee amounting to 100 % of the training price (without exam) plus Value-Added Tax will be charged.
- (5) If the announced participant should be impeded to the booked training, the Customer can send a replacement participant at any time, free of charge.
- (6) In the event of non-participation by the customer without cancellation, the full training price (without exams) shall be due.
- (7) If a cancellation removes the authorization for the free provision of products, e. g. literature, training documents, these will be invoiced to the customer.
- (8) Rebookings are excluded from a later cancellation.

§ 5 Rebooking (for open training courses/ courses)

- (1) Rebookings can be made up to 14 calendar days before the start of the training course. The change must be notified in writing by the client. The first rebooking is free of charge, for further rebookings a rebooking fee of 60 Euros per rebooking will be charged. Cancellation is excluded.
- (2) In the event of a later rebooking, the training price + exam is due for payment immediately. If costs have already been incurred (e.g. shipping costs, documents, conference flat rate/hotel costs), these will be charged on.
- (3) Attendance of the rebooked training must take place within 12 months of the start of the first originally booked training, after which the entitlement lapses. Cancellation is excluded. A rebooking is only possible for the same topic on a guaranteed date.
- (4) In the event of a rebooking from 13 calendar days (before the start of the training) of a face-to-face training course to an online training course or another digital format, no difference amounts can be refunded. If costs have already been incurred (such as shipping costs, documents, conference flat rate/hotel costs), these will be charged on. Cancellation is excluded.

§ 6 In-House Trainings

- (1) If the customer cancels or reschedules an in-house training up to 28 (twenty-eight) calendar days before the training start, then it will be free of charge. In case of a cancellation or rescheduling up to 14 calendar days, then 50% of the training price (without exam) will become due for payment.
- (2) For a later cancellation of rescheduling, 50% of the training price (without exam), plus already resulting costs (as for instance shipping costs, documents, travelling expenses, etc.) will become due for payment.

§ 7 Liability Exclusion / Copyright

- (1) The materials and documents utilised in the training have been created exclusively for training purposes, respectively for presentation purposes. The compilation of figures and texts takes place with utter care; however errors are not excluded.
- (2) The Contractor does not assume any warranty for faulty information and its consequences. Such indemnity claims are excluded, insofar as they have not been caused by gross negligence or deliberately.

- (3) The training documents are protected by copyright and destined exclusively for the personal use of the training participants. All rights for the duplication of the seminar documents or parts of it will remain reserved to the Contractor. No part of the seminar documents may be reproduced in any form without the written consent of the Contractor, processed, stored, duplicated, disseminated or used for public reproduction, especially by using electronic systems.
- (4) In the case of online Live Trainings (virtual classroom), the recording of the contents is strongly forbidden for Data Protection and copyright reasons. All participants to a hybrid course agree with their application, that sound, image and screen contents are transmitted.

Last change 24.08.2023