

General terms and conditions of contract

1. Performance of the services by ITPC

ITPC shall perform the agreed services with due professional diligence and with suitably qualified personnel.

If ITPC has not provided a service in compliance with the Contract, the Customer must report that fact immediately and allow ITPC a reasonable period to remedy the situation. If ITPC has not provided a successful remedy after having been granted two periods of grace the Customer may

- seek compensation for defective performance pursuant to Section 6 of these general terms and conditions of contract (liability);
- terminate the Contract in the event of a substantial breach of contract. A substantial breach of contract is deemed to occur if a significant function of a system in productive use by the Customer is not in working order.

The elimination of defects and faults which are attributable to use of the systems and software other than for their intended purpose, to the operating conditions of the systems on the Customer's site or to inappropriate system specifications, interruptions of the power supply or intervention by third parties do not form part of the services provided by ITPC.

2. Use of third parties

ITPC may make use of third parties to provide services. ITPC remains responsible for their services.

3. Obligations of the Customer to participate

The Customer shall provide the necessary participation for the provision of the services in particular:

- he shall make available the information and documents needed to provide the services;
- ITPC and the third parties utilized by it shall be given access to his systems and remote access to the systems shall be made available;
- ITPC and the third parties used by it shall be granted access to his premises for on-site support;
- ITPC and the third parties used by it shall be granted the necessary rights in the systems and applications;
- a suitably qualified contact person shall be designated as the first point of contact for questions and problems in connection with the services provided by ITPC;
- he shall support ITPC with the analysis and reproduction of faults;



- he shall give ITPC timely information about modifications to the systems and all circumstances which may influence provision of the services;
- he shall take the decisions incumbent upon him within a reasonable period;
- he shall appoint a superuser, IT coordinator or project manager.

Further obligations of the Customer are stipulated in the service catalogue.

Failure by the Customer to provide proper or timely cooperation may result in delays and additional expenditure for ITPC. Delays and additional expenditure caused by failure of the Customer to participate effectively shall be charged to him. The additional expenditure is to be paid by the Customer at the agreed rates for additional services.

4. Confidentiality

Both contracting Parties give a mutual undertaking on their own behalf and on that of their staff and auxiliaries used by them to safeguard the confidentiality of all documents which are not in the public domain and which refer to the business sphere of the other partner and are made available to them for the preparation and performance of this Contract. This obligation is maintained even after the contractual relationship has ended.

5. Data protection

The Parties shall comply with the provisions of the applicable data protection legislation and take reasonable technical and organizational measures in order to protect personal data against unauthorized processing. ITPC will only process and disclose to third parties personal data of the Customer that they process in connection with the performance of the Contract for purposes of such performance.

The Customer is aware of the fact, and declares his agreement thereto, that personal data may be disclosed to third parties and also sent abroad in connection with the provision of the services. The Parties shall ensure compliance with data protection requirements by taking suitable organizational and technical measures.



6. Liability

ITPC is liable for prejudice caused through its own fault or through that of third parties used by it subject to a maximum equivalent to one year's flat-rate service fee for the recurring services ordered by the Customer pursuant to this Contract. The liability for indirect or consequential damage such as loss of profit, savings which have not been made, claims of third parties and damage consequential upon defects or damage caused by data losses is waived to the extent permitted by law.

7. Billing and terms of payment

The flat-rate service charge is billed quarterly in advance. Services provided at cost are invoiced monthly at the agreed rates. Costs and disbursements incurred in connection with the provision of the services will be billed as a supplement.

Non-recurring remuneration will be billed when the Contract is signed or at the start of the project concerned.

Save where otherwise agreed, all invoices are payable within 30 days of receipt of the invoice without any deduction. Once the final date for payment has passed, the Customer shall be deemed to be in arrears without further warning. The interest on arrears is 5% p.a. In addition, ITPC may cease to provide its services until the payment is received. The payment obligation of the Customer (including for the flat-rate service charge for recurring services) shall be maintained despite cancellation of the services.

The Customer may only offset non-contested claims or claims that have been established as legally enforceable against claims of ITPC.

8. Price changes

The flat rate service charge and the agreed rates for work at cost may be adjusted by ITPC after giving not less than six months advance notice. In the event of a price increase, the Customer is entitled to give three months written notice from the date of the increase to terminate the entire Contract.



9. Written form

To be valid, amendments and additions to the Contract must be made in writing. This formal requirement can only be waived by written agreement.

10. Severability clause

Should individual provisions of this Contract be inapplicable or invalid either in whole or in part, that fact shall not affect the validity of the remaining provisions. In such a case, the contracting Parties shall adjust the Contract in such a way that the purpose of the section which is inapplicable or invalid is achieved as far as possible.

11. Assignment and transfer

This Contract and the resulting rights and obligations may only be assigned or transferred to any third party with the consent of the other contracting Party.

(Release 1.2, December 2016)