

IBExpert Contract Terms for the Provision of Consultancy and other Professional Services (General Terms and Conditions Services)

I. Scope of application

The following terms and conditions of the IBExpert ("IBExpert") for the provision of consulting and other services ("General Terms and Conditions Services") apply to all contractual relations with customers in connection with consulting and other service contracts and are an integral part of the contract unless otherwise agreed in writing in an individual agreement between IBExpert and the customer. The General Terms and Condition for Services supplement the IBExpert Standard Business Terms ("General Terms and Conditions"), which are an integral part of the contract in addition to the General Terms and Conditions Services.

II. IBExpert consulting and other professional services

2.1 IBExpert shall provide, upon separate assignment by the customer, diverse consulting and other professional services with regard to the selection, implementation, installation, use, and customer-specific customization of software programs. The consulting and services to be provided by IBExpert are laid down in such individual cases in the order confirmation. The General Terms and Conditions Services apply in particular for the following IBExpert services:

2.1.1 Identification of the specific software requirements of the customer, taking into consideration the existing customized hardware and software environment.

2.1.2 Planning and concept development for the realization of the introduction of general or IBExpert software programs.

2.1.3 Project support and consultation during the implementation phase of IBExpert software programs.

2.1.4 Implementation of pilot applications of the respective IBExpert software programs at the customer's business.

2.1.5 Consultation during the installation and implementation of IBExpert software programs selected by the customer.

2.1.6 Customer support during production and optimization of the operability of the IBExpert software programs.

2.1.7 Customer consultation regarding the optimal application of IBExpert software programs, such as supporting the creation of the system design, or the construction of customer templates, data warehouse functionalities and OLAP data sources.

2.1.8 Consultation during the customization and for extension of IBExpert software programs.

2.1.9 Instruction and training of end users and the customer's employees (e.g. as standard courses, workshops, seminars) for optimized use of IBExpert software programs.

2.2 The consultancy and professional services listed above will only be provided by IBExpert to the named conditions of a service contract or a supply contract, if this is explicitly agreed with the customer.

III. Scope and provision of services

3.1 The specific objective, scope of the task and the approach is determined by the customer and is established and confirmed in writing in the order confirmation.

3.2. In as far as IBExpert provides support services as part of projects for the customer, the customer is obliged to regularly check that each documented set of project objectives are met. Project management and responsibility lie to this extent exclusively with the customer. IBExpert and the customer shall define by mutual agreement the nature and presentation of the results as well as the documentation and the reporting of project work, and agree deadlines hereby specifying which tasks are to be assumed by IBExpert.

3.3 IBExpert is to deploy qualified staff and to supervise and control these continuously during execution of the order. IBExpert shall retain sole discretion, which staff are to be employed or replaced.

3.4 Should the customer's staff provide active support in the projects, the customer will ensure that his employees are managed by a suitable employee. The designated customer contact must be named to IBExpert before the project support begins.

3.5 If IBExpert assists the customer with adjustments and upgrades of the IBExpert software programs, on behalf of and according to the customer's specifications, IBExpert is liable for the activity, but is not liable for any warranty and version maintenance for this, unless this has been specifically agreed.

3.6 IBExpert provides its consulting and other professional services during normal working hours outside the statutory public holidays of Lower Saxony, Germany, from Monday to Friday from 9:00 am to 5:00 pm. Additional services outside these hours shall be remunerated separately by special arrangement.

IV. Payment, billing

4.1 Consultancy and service contracts are to be remunerated according to time expenditure, with the amount in each case based on the prevailing current price list at the time of the order confirmation or on an individual offer made by IBExpert. The amount of time which is to be paid by the customer includes the activity of the IBExpert staff themselves, in addition to their participation in meetings, project meetings as well as any preparation and finishing work the staff may complete outside the customer's premises, e.g. at an IBExpert office. All prices are quoted net, without any deductions and exclusive of the statutory value added tax.

4.2 Any expenses incurred by IBExpert in connection with the provision of services, are invoiced to the customer exclusive of the statutory value added tax. Expenses include travel, accommodation costs and meal expenses, telecommunications, copying, printing and postage costs. Travel costs arising from the use of motor vehicles will be charged a flat rate of EUR 1.00 per kilometer traveled.

4.3 Services provided by IBExpert are invoiced upon completion of the consulting services, or weekly, if the consulting services extend to more than one week.

4.4 The amount of time, if specified in the order confirmation, is only an estimate. Exceedance of the estimated time may arise during the provision of the service. In such a case IBExpert will inform the customer about the excess of the originally estimated time quoted. If the customer wishes to set a mandatory ceiling to the amount of time expenditure, this must be expressly agreed in writing.

4.5 In the case of larger consultancy or service contracts IBExpert reserves the right to invoice the time accrued on a monthly basis. For individual, not too extensive one-off activities, such as installation support, instruction or training, IBExpert will invoice the services provided following completion.

4.6 If services are not provided or not provided in full due to justifiable reasons on the part of the customer, IBExpert may still invoice this, minus any expenditure saved.

V. Defective performance

For the consulting and support services provided, IBExpert shall be liable for the punctual and proper implementation, but not for economic or other performance success aims of the customer.

VI. Customer's obligations to cooperate

6.1 The customer will provide, if necessary, appropriate rooms for all IBExpert staff working for him, in which documents, technical equipment and data carriers can also be stored.

6.2 The customer will provide IBExpert, if necessary, with all requisite working materials to a sufficient extent without separate charge, and at all times offer the staff of IBExpert free access to all requisite information for their activities and provide them with all necessary information in due time.

6.3 In as far as IBExpert needs to install software programs at the customer's for testing purposes, as part of its consultation services, it is the customer's responsibility to provide an appropriate hardware and software environment in due time. The customer is obliged to test all functions of these software programs, in the customer's own hardware and software environment before putting into operation. IBExpert shall not be liable for any loss of data, if the loss would not have occurred with proper data backup within the area of responsibility of the customer. A proper data backup can be assumed, if the customer has verifiably backed up his data in machine-readable form on a daily basis and can ensure that this data can be recovered with reasonable effort.

VII. Rights of use to services, documents, proprietary rights

7.1 The customer is entitled to fully use the services of IBExpert for the contractually stipulated purpose. IBExpert may appropriate the services otherwise, as long as he does not violate any confidentiality obligations. The aforesaid shall apply in particular to all documents and other materials compiled by IBExpert during the provision of the service for the customer.

7.2 Insofar as trade mark protectable work of any type (e.g. copyrights, patents, utility models) results from the consultation services, they will be attributed to IBExpert as if they were exclusively based on the activities of IBExpert employees. In this case IBExpert grants the customer non-recompensable, perpetual, non-exclusive, usage rights, transferable only with the consent of IBExpert.

VIII. On-site training courses, standard training

8.1 IBExpert can provide training services (training, workshops, seminars) at the customer's premises or at a place designated by the customer. In such a case the customer shall ensure, at his own expense, that suitable premises and a sufficient number of computers per participant are available for the training dates agreed in writing. This also includes installation of the software to be taught on all computers.

8.2 Furthermore IBExpert conducts standard training (training courses, seminars, workshops, etc.) as described on their website www.ibexpert.net/.

8.3 Fees for standard training include, in addition to the participation fee, any necessary training materials and use of technical equipment and systems in the training classrooms. Refreshments are also included in the price. Travel costs, meals and accommodation expenses are to be borne by the participant or by the customer. Partial attendance does not entitle the participant to a reduction of the participation fee.

IX. Amendment and cancellation of training events, miscellaneous

9.1 IBExpert reserves the right to use replacement speakers at the training sessions (training at the customer's, standard training), to alter the content of the training slightly, as well as, if necessary, reschedule the date and change location, e.g. when there is a small number of confirmed registrations, and if necessary, for organizational or other reasons, cancel a training event completely. In the latter case, any training fees already paid will be refunded in full.

9.2 The customer shall notify IBExpert immediately, should he be unable to attend the agreed training course dates. In case of cancellation of a training event by the customer up to two weeks before the course is due to begin, IBExpert is entitled to invoice a processing fee of EUR 250.00 plus the statutory value added tax. If a training event is cancelled up to a week before the training is due to start, half of the seminar fee, after that the full training fee is due, unless a substitute participant (standard training), can be provided. The above cancellation fees do not apply only if the customer can prove that no damage has occurred or is substantially lower than the cancellation fee, or the training event has been canceled by IBExpert in accordance with Section 9.1.

9.3 To meet the deadline cancellations must be received in writing by post for the attention of IBExpert.

9.4 Any form of reproduction of any or all of training materials handed over to the client (e.g. manuscripts, graphics, videos, etc.) on printed or electronic means either whole or in part requires the express written consent of IBExpert.

X. Validity of the Standard Business Terms

The general provisions regarding e.g. the conclusion of the contract, delivery, remuneration and terms of payment, retention of title and reservation of rights, liability, statute of limitation, place of jurisdiction, etc. contained in the IBExpert Standard Business Terms ("General Terms and Conditions") shall apply mutatis mutandis.

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