

General Terms and Conditions of much. GmbH

-- none binding English translation --

Version 2.2, valid for all orders from 01.07.2024.

1. scope of application

1.1 These General Terms and Conditions ("GTC") apply to business relationships between much. GmbH, Marcel-Breuer-Straße 17, 80807 Munich ("Consultancy") with its customers. The offers of the Consultancy are aimed exclusively at entrepreneurs within the meaning of § 14 BGB (German Civil Code).

1.2 The customer's general terms and conditions shall only become part of the contract instead of or in addition to these GTC if the parties expressly agree this in text form when the contract is concluded.

1.3 Offers made by the consultancy are non-binding unless they are expressly designated as binding. The consultancy shall be bound by a binding offer for one month from the date of submission of the offer, unless otherwise stipulated in the offer.

2. performance classes

2.1 The services and the costs for the services are set out in detail in the consulting offer prepared individually for the client. There are different service categories, which are described in more detail in sections 2.3. to 2.9. In the offer, the respective services can be assigned to the service categories by the product identifier in the offer description.

2.2 The consultancy shall use its own employees or third parties with the necessary qualifications to provide the services. The parties agree that English-speaking employees or third parties may also be used.

2.3 Services (All other identifiers)

2.3.1 Services are all services that do not have any of the product identifiers listed in sections 2.4. to 2.9. in the offer.

2.3.2 This includes all types of consulting services and analyses, as well as support with configuration, implementation, development, migration and other support services.

2.3.3 In order to ensure successful cooperation, the client and the consultancy shall provide sufficient resources (employees and information) to realize the project within the agreed time. The client shall be responsible for the project organization and planning and shall thus control the professional, timely and budgetary implementation of its project (see Section 8 - Client's obligations to cooperate).

2.4 Service Retainer (identifier: "reta-")

2.4.1 Service retainers are all services that are marked in the offer provided by the consultancy with the product identifier "reta-" and are usually commissioned after the implementation of an implementation project.

2.4.2 Service Retainer is a monthly quota of hours that the consultancy makes available to the client in order to provide various services for the client on an ongoing basis. The hourly quota can be freely distributed among the services.

2.4.3 The Customer is free to use less than the times agreed in the Service Retainer. In the event of less use, only the times actually used shall be invoiced, whereby at least 50% of the agreed time of the Service Retainer shall be deemed to be times worked and to be invoiced each month. If a monthly quota of eight or fewer hours is agreed, four hours shall be deemed to be hours worked and to be invoiced.

2.4.4 Additional hourly quotas can be booked by the customer on a monthly basis by arrangement at the list price.

2.5 Software rental (identifier: "app-")

2.5.1 Software rental includes all services marked with the product identifier "app-" in the offer provided by the consultancy.

2.5.2 Consulting shall provide the customer with software add-ons for the agreed term of the contract. The functionality of the software add-ons is described in detail in the offer. The software add-ons shall be provided by the consultancy making them available online as an archive for download or transmitting them electronically. These are not so-called "marketplace apps" (see 2.7).

2.5.3 The software add-ons are provided in source code.

2.5.4 The installation and commissioning of the software add-ons is the responsibility of the customer, unless he has additionally commissioned the consultancy to do so.

2.6 Managed hosting (identifier: "host-")

2.6.1 Managed hosting are all services which are marked in the offer provided by the consultancy with the product identifier beginning with "host-".

2.6.2 The provision of managed hosting services for the customer includes services that are specified in the order line. A software solution is always provided on a server that is obtained from an IT infrastructure service provider commissioned by the consultancy.

2.6.3 If it is necessary to take over the software solution and data for operation at an IT infrastructure service provider commissioned by the consultancy ("migration services") in order to operate the software solution previously used by the customer, such migration services shall only be provided on the basis of an individual offer as services in accordance with Section 2.3. of these GTC.

2.6.4 If agreed between the customer and the consultancy, the server shall be operated in accordance with an individual Service Level Agreement, see also Section 2.7. of these GTC.

2.6.5 The functionality of the server, the software add-ons in detail and any additional services provided by the consultancy are described in more detail in the offer. The consultancy is entitled at any time to extend the functionality of the software add-ons or to adapt the software add-ons in any other way, provided that this does not impair the features described above.

2.6.6 The consultancy is not responsible for the content of the content provided and exchanged by the customer via the hosting services. The consultancy is not obliged to check this content for legality.

2.7 Service Level Agreement (identifier: "sla-")

2.7.1 Service Level Agreement are all services which are marked in the offer provided by the consultancy beginning with the product identifier "sla-".

2.7.2 At the client's request, the consultancy offers a service level agreement, which can be agreed in a separate agreement for a fixed monthly price.

2.8 Charging on of third-party services & travel expenses

This includes all services incurred for the provision of the contractually owed services by the consultancy. This includes the following:

- External software add-ons from third parties These are labeled in the offer provided by the consultancy beginning with the product identifier "ext-app" or "o-app-store".
- Travel and accommodation costs agreed and incurred during the consultation, as well as third-party / external services that were necessary for the provision of the service and requested by the client. These services are not explicitly included in the offer and are always invoiced additionally.

2.9 Contract for work and services (identifier: "wv-")

2.9.1 Contracts for work and services are all services which are marked in the offer submitted by the consultancy with the identifier "wv-" at the beginning.

2.9.2 The consultancy must produce the work defined more precisely in the offer in a manner that is ready for acceptance and free of defects by the date agreed in the offer at the latest.

2.9.3 Any service that is not expressly defined in detail in the offer or differs from it shall be categorized as a "change request" and invoiced separately.

2.9.4 After production of the work, the consultancy must immediately notify the customer that the work is ready for acceptance.

2.9.5 The work shall be deemed to have been accepted as soon as the customer uses it productively or has not submitted a list of defects within 14 days of notification of readiness for acceptance in accordance with 2.9.4, in which at least one defect preventing acceptance is listed.

2.9.6 All services that are provided as contracts for work and services take place within the framework of agile projects due to the agile approach. The services are generally billed on a time and material basis, which results from the agile nature of the projects. Due to the nature of the agile approach, the elimination of defects is carried out and invoiced by the consultancy in future sprints. The elimination of defects free of charge is excluded.

2.10 Managed Services (identifier "base-" and "ticket-")

2.10.1 Managed Services are ongoing support services for specific services for systems in productive operation on the basis of fixed-price tickets. The service class comprises two components marked accordingly in the offer: the general option of using ongoing support on the basis of fixed-price tickets (offer lines with the identifier "base-") and the agreement of expense categories for fixed-price tickets (offer lines with the identifier "ticket-").

2.10.2 The flat-rate provision fee (identifier "base-") covers the basic availability of the service, is a prerequisite for the use of the fixed-price tickets and is invoiced either monthly or annually. The agreement of this service and payment of the corresponding fee is the prerequisite for the customer having continuous access to the consulting services and being able to request support.

2.10.3 In order to order specific services, the customer must make use of fixed-price tickets ("ticket-" identifier). These tickets are divided into expense categories that reflect the scope and complexity of the respective service. For each request, a ticket of the lowest level is initially created and billed for the analysis. If the request cannot be answered directly, the consultancy offers the customer to process the request as a ticket of a higher category. Processing begins when the customer accepts this offer.

The prices and categories of tickets are specified in the respective offer and may include the following services, among others:

- Analysis of an incoming ticket, question or problem,
- Answering user questions,
- Correction of system errors,
- configurations, and
- small & medium customizations.

For major adaptations, i.e. those that exceed the highest category in scope, the customer receives a separate offer in accordance with service class 2.3.

2.10.4 If, during the processing of fixed-price tickets, the customer requests changes to the scope of services of the fixed-price ticket, a change to the current ticket is excluded. In this case, the consultancy will close the current fixed-price ticket, invoice the current ticket as agreed and offer the customer the processing of a new fixed-price ticket with the category matching the new scope of services.

2.10.5 In the context of the processing of fixed-price tickets, error correction free of charge is excluded. Post-processing of fixed-price tickets takes place within the framework of subsequently ordered fixed-price tickets.

3. prices and terms of payment

3.1 The prices stated in the offer are in euros, plus the statutory VAT applicable at the time the service is provided, without deductions. The remuneration only covers the scope of services documented in the offer. Additional services shall be invoiced separately on the basis of the agreed prices.

3.2 Unless otherwise agreed, invoices are due for payment within 14 days of receipt. In case of doubt, invoices shall be deemed to have been received three working days after the invoice date. The granting of discounts is excluded. Payment by the customer can be made by SEPA bank transfer or SEPA direct debit by individual agreement. Any bank charges incurred (in particular for foreign payments or chargebacks due to insufficient funds in the account) shall be borne by the customer.

Supplementary provisions for individual benefit categories:

3.3 Services and service retainers in accordance with Sections 2.3. and 2.4.

The services provided by the consultancy in accordance with sections 2.3. and 2.4. shall be remunerated by the client at the daily rate agreed with the consultancy or, in the absence of an agreement, at the daily rate defined in 10.3.

The remuneration for services and service retainers shall be invoiced on the last day of the month, unless otherwise specified in the offer.

Unless otherwise agreed in the offer, the consultancy shall invoice expenses per half hour commenced. If, according to the offer, remuneration is based on "days", "man-days", "person-days", etc., one such "day" corresponds to eight hours worked by an employee on one calendar day.

3.4 Software rental, managed hosting, service level agreement and managed services (basic fee) in accordance with sections 2.5, 2.6, 2.7 and 2.10.2.

3.4.1 The remuneration shall be invoiced in advance at the beginning of a billing period.

3.4.2 Price changes shall be announced to the customer in text form four (4) weeks before they come into effect and shall automatically apply from the next renewal. If the customer objects to the price increase before it comes into effect, the contractual relationship shall end at the end of the term.

3.4.3 Termination of the contract does not release the customer from the obligation to pay for the services used up to the time of termination.

3.5 Charges in accordance with section 2.8

3.5.1 Travel expenses, external software add-ons and all other costs incurred in accordance with Section 2.8. for the provision of the contractually owed services by the consultancy shall be invoiced to the client additionally and on a time and material basis with an administrative surcharge of 20%, unless otherwise specified in the offer.

3.5.2 Unless otherwise agreed in individual cases, the consultancy shall invoice travel times for trips to project locations at 50% of the agreed hourly rate.

3.6 Contracts for work and services in accordance with section 2.9

The remuneration for contracts for work and services pursuant to Section 2.9. shall be paid in full by the customer prior to commencement of the provision of services.

3.7 Managed services (tickets) in accordance with section 2.10.3

The fee for agreed fixed-price tickets can be invoiced by the consultancy when the respective ticket category is agreed, i.e. before the start of the service provision.

4. term and termination

4.1 Unless otherwise agreed, the contract shall commence on the date of acceptance of the offer by the client or, if the consultancy begins providing the service before this date, on the date on which the service commences.

4.2 In the event that the consultancy incurs costs as a result of premature termination by the client, the client shall compensate the consultancy for these costs. Both parties reserve the right to terminate a contract in text form for good cause.

4.3 Notices of termination must be made in writing; text form (e.g. e-mail or online communication) is permissible.

Supplementary provisions for individual benefit categories:

4.4 Services in accordance with section 2.3.

4.4.1 Unless otherwise agreed, contracts can be terminated by either party at any time by giving 90 days' notice in text form to the end of the month. Services provided to date shall be remunerated in full.

4.4.2 Previously commissioned services for which work has already begun shall be remunerated in full.

4.4.3 In an ongoing order, termination before use of the entire order volume is excluded; the right to terminate without notice for good cause remains unaffected.

4.5 Service retainer, software rental, managed hosting service level agreement and managed services (basic fee) in accordance with sections 2.4, 2.5, 2.6, 2.7 and 2.10.2.

The consultancy shall provide the agreed services for a minimum contract term of one (1) year from the date of provision, unless otherwise agreed in the offer. Thereafter, the contract term shall be extended by one (1) further year in each case unless one party terminates the contract in text form in whole or in part no later than one (1) month before the end of the term. The date of receipt of the notice of termination shall be decisive.

4.6 Software rental and managed hosting in accordance with sections 2.5. and 2.6.

4.6.1 The customer's right to extraordinary termination of the contract without notice is excluded if the contractual use of the rental object is not granted or withdrawn in full or in part on time (Section 543(2)(1) BGB).

4.6.2 The consultancy may terminate the contract in text form if the customer breaches material obligations under this contract, in

particular the provisions on rights of use, and has not remedied this breach within thirty (30) days of a warning from the consultancy.

4.7 On-charging and contracts for work in accordance with Sections 2.8. and 2.9.

The customer's right to ordinary termination is excluded if the consultancy has already begun with the creation of the work or has already ordered the services to be charged on.

5. rights of use

5.1 As part of the provision of the services in accordance with Section 2, with the exception of software rental in accordance with Section 2.5, the Consultancy shall grant the Client a non-exclusive right of use, unlimited in time and space, for its internal business purposes for the results created for it within the meaning of copyright and industrial property rights (hereinafter "Work Results"). The right of use includes the right to edit the work results. The consultancy grants this right to the client subject to full payment. The right of use shall expire if the client is more than thirty (30) days in arrears with payment of the remuneration. A separate reminder from the consultancy is not required for this. The customer shall be entitled to transfer the right of use to companies affiliated with it within the meaning of Section 15 of the German Stock Corporation Act (AktG) at the time of conclusion of the contract or to grant them a simple right of use to the work results.

5.2 Clause 5.1 shall not apply to standard products that are part of the work result. Standard products are products or solutions from the consultancy or third parties that can be delimited in themselves and are subject to their own license conditions. The customer's rights to these standard products are determined exclusively by their license conditions, which are part of the software modules as a copy. In deviation from clause 5.1, the customer shall receive rights of use to work results that contain "open source software" or adaptations of this software in accordance with the relevant license conditions for this software (e.g. "GNU General Public License").

5.3 The granting of rights under clause 5.1 shall not apply to materials or solutions (hereinafter "much. IP") already existing at the consultancy, including any changes and additions made thereto. The consultancy shall at all times retain all rights to the much. IP AT ALL TIMES. The rights of use granted to the client to the much. IP shall be determined by the purpose of the contract as agreed by both parties. The isolated use of much. IP is excluded.

5.4 Separate rights of use for **software rental** in accordance with section 2.5.

5.4.1 Upon payment of the agreed prices, Consulting shall grant the customer and the employees designated by the customer to use the software add-ons ("users") the non-exclusive, non-sublicensable, non-transferable right, revocable at any time, limited in time and content to the term of the contract and in accordance with the following provisions, to make the software add-ons available on its IT systems for the group of users agreed in the offer. The IT systems may also be those of affiliated companies of the customer within the meaning of Sections 15 et seq. of the German Stock Corporation Act and of the customer's service providers (outsourcing), which operate the IT systems and the software add-ons for the customer. The customer may operate one copy of the software add-ons on a single server for productive use. The customer is entitled to install a second copy for test purposes only. The customer shall not receive any further rights to these software add-ons.

5.4.2 The customer shall only use the software add-ons for its internal purposes. It is not entitled to use the software add-ons beyond the use permitted in accordance with this agreement or to have them used by third parties or to make them accessible to third parties. In particular, the customer may not rent, lend, sell, sublicense, assign or transfer the software add-ons themselves or the rights to the software add-ons to third parties for use, nor copy the software add-ons or authorize the copying of the software add-ons either in part or as a whole, except in the cases expressly permitted here. Users are not considered third parties within the meaning of this provision.

5.4.3 All IT systems on which the software add-ons are installed or copied in whole or in part, temporarily or permanently, are under the control of the customer.

5.4.4 The customer may not edit the software add-ons, but may only extend their functionality in a separate module.

5.4.5 The customer shall not remove alphanumeric identifiers, trademarks and copyright notices contained in the software add-ons.

5.4.6 Any supplementary program code (e.g. patch, update) provided to the customer for the purpose of troubleshooting shall be considered

part of the respective software add-ons provided and shall be subject to the terms and conditions of these GTC.

6 Warranty for material defects and defects of title

6.1 The consultancy guarantees that the services in accordance with clause 2 will be performed carefully and in accordance with the standards customary in the industry, taking into account its special knowledge and experience.

6.2 The consultancy guarantees that the work results provided do not infringe any third-party rights if used by the client in accordance with the contract. This warranty requires that the client informs the consultancy immediately in text form of any third-party rights asserted against it and leaves the legal defense and settlement negotiations to the consultancy. The customer shall support the consultancy to a reasonable extent free of charge, in particular by providing the information required for this purpose. The customer's statutory obligations to give notice of defects remain unaffected.

6.3 If the customer cannot use a work result in accordance with the contract due to a conflicting right of a third party, the consultancy may, at its own discretion, either (a) modify the work result in such a way that the right of the third party is no longer infringed, or (b) procure the necessary authorization for the customer to use it. Self-remedy by the customer or by involving third parties is excluded.

6.4 The Client shall have no claims for defects of title if the work results have been modified after acceptance by the Client or third parties, unless the Client proves that the infringement of rights is not the result of the modifications. The client shall also have no claims in the event of legal infringements resulting from a combination of the work results of the consultancy with such services or products of third parties who are not subcontractors of the consultancy in this respect.

6.5 Separate warranty for **software rental** in accordance with section 2.5.

6.5.1 In the event of defects in the software add-ons, the Consultancy shall guarantee the contractual use by providing updates to the software add-ons or a workaround as soon as this is available to the Consultancy. The contractual condition shall be deemed to have been restored if only insignificant errors remain.

6.5.2 The software add-ons are free from material defects if they essentially have the agreed quality described in the offer at the time of transfer of risk. "Guarantees" (in particular regarding the quality and/or durability) are not given by the consultancy with regard to the software add-ons.

6.5.3 Consulting shall receive from the customer all documents and information required for the elimination of software errors. The customer's claim to rectification of defects is excluded if the defect is not reproducible or cannot be demonstrated by written or machine-recorded output.

6.5.4 The customer's claims for defects shall become time-barred twelve (12) months after the start of the statutory limitation period. This period shall not apply if longer periods are prescribed by law. Legally required notifications of defects by the customer must be made immediately in text form with a precise description of the problem. Only the contact person (GTC Section 8.2) is authorized to give notice of defects.

6.5.5 The customer shall have no right of retention if his claims for defects are time-barred.

6.5.6 The customer shall have no claims for defects

- in the event of only insignificant deviations from the agreed quality, or
- in the event of only insignificant impairment of usability or
- in the event of damage arising after the transfer of risk as a result of incorrect or negligent handling (see also the annex to the offer on technical requirements) or in the course of a breach of obligations to cooperate, in particular when using an outdated version of the software solution.

6.5.7 If the notification of defects is unjustified, the consultancy is entitled to demand reimbursement of the expenses incurred from the customer. The support provided by the consultancy shall be remunerated by the customer at the rates agreed with the consultancy or, in the absence of an agreement, at the daily rate in accordance with clause 10.3 per day.

6.6 Separate warranty for **contracts for work and services** in accordance with section 2.9.

6.6.1 In the event of a breach of the duty to inspect and give notice of defects, the service shall be deemed approved with regard to the defect in question.

6.6.2 The customer's claims for material defects shall lapse within twelve (12) months of acceptance, unless the consultancy has fraudulently concealed the material defect; the statutory limitation period for the customer's claims for damages due to material defects shall remain unaffected. The customer's statutory obligations to notify defects remain unaffected, in particular the obligation to notify defects immediately in accordance with § 377 BGB. Consulting may determine the type of subsequent performance at its own discretion.

6.6.3 If a notification of defects by the customer is unjustified, the consultancy shall be entitled to demand reimbursement from the customer for the expenses incurred by the consultancy in connection with the processing of the unjustified notification of defects. The support provided by the consultancy shall be remunerated by the customer at the daily rate agreed with the consultancy or, in the absence of an agreement, at the daily rate defined in clause 10.3.

7. liability

7.1 The consultancy shall be liable without limitation for damages caused by gross negligence or intent on the part of the consultancy, its legal representatives or vicarious agents. The consultancy shall also be liable without limitation for damages arising from culpable injury to life, limb or health. Only in the event of a breach of material contractual obligations, the breach of which jeopardizes the purpose of the contract and on the fulfilment of which the customer was particularly entitled to rely (so-called cardinal obligations), shall the consultancy also be liable in cases of simple negligence. This liability is limited to compensation for damages that were typically foreseeable at the time the contract was concluded. Any further limitation of liability for all cases of slight negligence to the respective project volume shall be agreed in the offer on a case-by-case basis.

7.2 Liability for **software rental** in accordance with section 2.5.

In the case of software rental, liability under Section 536a BGB is excluded.

7.3 Liability for managed **hosting** in accordance with section 2.6.

The consultancy is not responsible for backing up the customer's data. In the event of data loss, the liability of the consultancy is limited to the recovery costs that would have been incurred if the customer had backed up the data as required. Section 7.2.1 also applies to managed hosting.

8 Obligations of the customer

8.1 The customer acknowledges its obligations to cooperate (as specified in these GTC and, where applicable, additionally in the offer) as a prerequisite for the provision of services by the consultancy and thus as its contractual obligations.

8.2 The customer is subject to the following obligations to cooperate:

- Providing and ensuring the proper operation of the necessary technical infrastructure and IT systems for using the software solutions provided by the consultancy.
- Granting access to necessary IT systems and providing all documents that enable the consultancy to trace and reproduce faults and errors.
- Informing software users about their rights and obligations in connection with the use of the software.
- Appointment of at least one contact person for advice and ensuring that they can be reached during normal business hours (Single Point of Contact, SPOC).
- Cooperation in the course of the project and facilitation of project implementation, in particular by providing requirements, data, deadlines, approval of requirements and releases, answering questions and calling up the order volume agreed in the offer.

8.3 The use of any third-party software solution as part of the project requires the conclusion of a corresponding license agreement between the Client and the third-party provider. The Client shall ensure in good time the conclusion of the license agreement for the required software solution and, where possible, the appointment of the Consultancy as its "implementation partner" so that the Consultancy can properly provide its services.

8.4 Technical requirements and specifications in accordance with Section 8.2.1 may change. The customer shall implement the current requirements and specifications without delay.

8.5 The Customer shall be responsible for the definition, documentation and execution of its processes in the area of application of the Software, including but not limited to the configuration of the Software, system administration, application and data security guidelines and other legal requirements.

8.6 For the duration of the contract, the Client is prohibited from directly or indirectly enticing away employees and freelancers of the Consultancy or of third parties engaged by the Consultancy (non-solicitation clause). This non-solicitation clause shall end twelve (12) months after the end of the respective contract.

8.7 If an employee of the consultancy changes from the consultancy to the client during the term of a contract or within a period of twelve (12) months after its termination, this shall constitute an employment relationship brokered by the consultancy's activities, for which the client is obliged to pay a brokerage commission. It is irrefutably presumed that the consultancy has acted as an intermediary if the customer has directly or indirectly approached the employee in question. The commission consists of a fixed component of EUR 12,500.00 (net) plus a variable component amounting to three (3) gross monthly salaries (net) of the employee.

Supplementary provisions for individual benefit categories

8.8 Obligations of the customer in the case of **software rental** in accordance with section 2.5.

The customer is subject to the following obligations to cooperate:

- Carrying out proper data protection through daily backups and ensuring the recoverability of data and documents.
- Use of the current software solution or one of the two previous versions for which long-term support is still available according to the information on the website.
- Immediate commissioning of updates provided, insofar as this is reasonable taking into account the interests of the parties.

8.9 Obligations of the customer for **managed hosting** in accordance with section 2.6.

The customer shall ensure that the use of the services of the consultancy does not lead to an overload of the server provided. If the use by the customer requires a higher capacity of the server, the customer shall immediately request a contract adjustment with a change to a sufficient server category from the consultancy.

The customer undertakes not to store any unlawful content that violates the law, official requirements or the rights of third parties on the storage space provided. He shall ensure that the Internet address selected by him, under which the content can be accessed via the Internet, also does not violate laws, official requirements or the rights of third parties.

The customer shall also ensure that programs, scripts or similar installed by him do not endanger the operation of the server, the communication network of the consultancy or the security and integrity of other data stored on the servers of the consultancy. The customer shall indemnify the consultancy against any claims by third parties, including the costs incurred as a result of such claims.

In the event of an imminent or actual breach of the above obligations and in the event of the assertion of claims by third parties against the consultancy to refrain from the complete or partial dissemination and accessibility of the data stored on the servers via the Internet, the consultancy is entitled, taking into account the legitimate interests of the customer, to cease the connection of this content to the Internet in whole or in part with immediate effect. The consultancy shall inform the customer of the corresponding measures.

The customer is obliged to indemnify the consultancy on first demand against all third-party claims based on unlawful use of the software by the customer or with the customer's approval or which arise in particular from data protection, copyright or other legal disputes associated with the use of the software. If the customer recognizes or must recognize that such an infringement is imminent, there is an obligation to inform the customer immediately.

The customer shall oblige the users authorized by him to comply with the provisions listed for the use of the services.

The customer shall back up its existing data in the system by download until the time of termination of the contract, as it cannot be ruled out that the customer will no longer be able to access this data

after termination of the contract. In any case, the consultancy shall delete the customer's data 30 days after termination of the contract.

The content stored by the customer on the IT systems of the consultancy within the scope of managed hosting or the data stored by the consultancy on the IT systems of the consultancy on behalf of the customer may be protected by copyright and data protection law. The customer grants the consultancy the right to make the content and data stored on the IT systems of the consultancy accessible via the Internet, in particular to reproduce and transmit them for this purpose and to be able to reproduce them for the purpose of data backup, insofar as the consultancy considers this necessary for its own service provision.

8.10 Obligations of the customer for **Managed Services (tickets)** in accordance with section 2.10.3.

The customer shall respond promptly to queries from the advisory service regarding fixed-price tickets; the customer shall accept/release completed fixed-price tickets promptly.

If the customer does not respond to queries within 14 days, the consultancy is entitled to close the fixed-price ticket; it remains billable. If the ticket is not accepted/released by the customer within 14 days, acceptance/release shall be deemed to have been granted.

8.11 If the client does not fulfill an obligation to cooperate, does not do so properly or does so late and the consultancy is therefore unable to provide its services in accordance with the contract, the consultancy shall not be responsible for any disadvantages incurred by the client as a result. The consultancy shall invoice the client for any additional expenses incurred as a result, in particular for the extended provision of the personnel or materials used, at the agreed prices or, in the absence of an agreement, at the daily rate defined in 10.3. Other further rights of the consultancy due to failure to cooperate or insufficient cooperation on the part of the client shall remain unaffected.

9 Confidentiality and data protection

9.1 The parties shall keep secret all confidential information of the other party that comes to their knowledge in the course of the cooperation, i.e. protect it with due care against unauthorized access. Authorized persons within the meaning of this provision are the subcontractors used in accordance with the contract and employees of the consultancy. The parties undertake to involve only those employees or third parties in the cooperation who have previously been bound to secrecy in a comparable form. All information of a party - irrespective of its form - which is marked as confidential in text form or whose confidentiality clearly results from its nature, in particular trade and business secrets, is subject to confidentiality. This also includes much. IP. The confidentiality obligations shall continue to apply for three years after the end of the respective contract.

9.2 The parties shall comply with the applicable regulations on the protection of personal data. If the consultancy processes the client's personal data as a processor, the parties shall enter into an agreement on order processing in accordance with customary market standards, which can be viewed at <https://muchconsulting.de/agb-de/>.

10 General provisions

10.1 Consulting reserves the right to amend these GTC at any time. The client will be informed of the changes in text form four (4) weeks before the changes come into effect. As part of this information, the customer shall be notified of the new GTC. The customer is entitled to object to the validity of the new GTC within four (4) weeks of receipt of this notification. If the customer fails to object, the amended GTC shall become part of the contract after expiry of the four-week period. Consulting shall expressly draw the customer's attention to this period in the notification of amendment.

10.2 Excluded from the right to amend these GTC in accordance with clause 10.1 are provisions which affect the main performance obligations of the contracting parties and which thus significantly change the relationship between the main and counter-performance obligations, as well as other fundamental changes to the contractual obligations which are equivalent to the conclusion of a new contract. An express contractual agreement is required for such changes.

10.3 The daily rate for consulting is € 2,000, unless otherwise agreed with the client (e.g. in the offer).

10.4 The parties may use each other's companies and brands publicly as references. In addition, the client has the option of acting as a reference client on the basis of a separate agreement for the consultancy.

10.5 The assignment of rights or obligations of the customer arising from the contract to third parties is excluded from the consultation without prior consent in text form. Offsetting by the customer is only possible with an undisputed or legally established counterclaim.

10.6 If the written form is required under these GTC, the text form shall be sufficient for compliance, unless otherwise agreed in individual cases.

10.7 The legal relationship between the parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Munich, insofar as such an agreement between the parties is legally permissible.