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1. General, scope of application

- 1.1 These contractual terms and conditions apply to all legal transactions between Logic media solutions GmbH (hereinafter referred to as "LOGIC") and its clients, on the basis of which LOGIC provides services (§ 611 et seq. BGB) and/or works (§ 631 et seq. BGB) (hereinafter collectively referred to as "Services"). Any terms and conditions of the customer which conflict with or deviate from these Terms and Conditions of Contract shall not be recognized by us unless we have expressly agreed to their validity in writing.
- 1.2 These contractual conditions also apply to all future services and offers to the client, even if they are not expressly agreed upon again.
- 1.3 These contractual conditions consist of the General Conditions for Services, Part A, and the Special Conditions for Work Services, Part B.

Part A - General Conditions for Services

2. Offer and conclusion of contract

- 2.1 Our offers are subject to change and non-binding, unless they are expressly marked as binding or contain a specific period of acceptance.
- 2.2 Solely decisive for the legal relations between us and the customer is the contract concluded in writing including these contractual conditions. This contract fully reflects all agreements between the parties to the contract regarding the subject matter of the contract.
- 2.3 Supplements and amendments to the agreements made, including these contractual terms and conditions, must be in writing to be effective. With the exception of managing directors and authorized signatories, our employees are not entitled to make oral agreements deviating from this.

3. Remuneration, terms of payment

- 3.1 Unless otherwise agreed, all services are rendered and invoiced according to the time spent and the hourly or daily rates stated in the offer or otherwise agreed. Any calculations of expenditure contained in the offer or otherwise stated are non-binding, unless they are expressly designated as a fixed price or binding upper limit.
- 3.2 Proofs of expenditure shall be deemed approved unless the customer objects in writing within 21 calendar days of receipt, stating the reasons.
- 3.3 Unless otherwise agreed, travel costs and expenses as well as other expenses will be reimbursed in an appropriate amount, but at least according to the tax flat rates. Travel time shall be considered working time.
- 3.4 Costs and expenses which are incurred due to (1) incorrect or incomplete information provided by the customer, (2) defective cooperation services or supplies provided by the customer and/or (3) incorrect notifications of defects by the customer shall be borne by the customer.
- 3.5 Statutory value-added tax is not included in our prices; it is shown separately in the invoice at the statutory rate.
- 3.6 Invoice amounts are due for payment within 14 days without any deduction, unless otherwise agreed in writing.
- 3.7 The offsetting of counterclaims of the customer or the retention of payments due to such claims is only permitted if the counterclaims are undisputed or have been legally established.

4. Cooperation services of the client

- 4.1 The client shall assist LOGIC in the performance of the contract to the extent necessary and reasonable and shall ensure that all the conditions for the performance of the contract are fulfilled in good time and free of charge to LOGIC. In particular, the client shall provide LOGIC with the documents, information and data required for the performance of the services of LOGIC within its area of responsibility (hereinafter referred to collectively as "Materials") in full, correctly, in good time and free of charge to LOGIC. In addition, the Client shall ensure that the Materials are kept up to date during the performance of the Agreement.
- 4.2 All supplies agreed between the parties (e.g. technical specifications, test data, texts) must be provided by the client in a timely manner, free of charge to LOGIC, and in the form and quality necessary for LOGIC to perform its obligations under the contract. The client shall be solely responsible for the materials provided. In particular, the materials provided must not violate any applicable law.

5. Transfer of performance results; transfer of risk

- 5.1 LOGIC may deliver the deliverables to the customer by electronic transmission or by making them available for download, provided that the deliverables are suitable for such purpose by their nature (e.g. in the case of software developed) and no other agreement has been made. If the results of the Services are made available for downloading, LOGIC shall provide the client with the information required for downloading.
- 5.2 Where the results of the services are transmitted electronically, the risk of accidental loss shall pass to the client upon receipt by the telecommunications provider appointed by LOGIC to forward the results.
- 5.3 If performance results are made available for downloading, the risk of accidental loss shall pass to the customer upon provision and notification of the customer in this regard, providing the information required for downloading.

6. Rights of use of performance results

- 6.1 Unless otherwise agreed, LOGIC grants to the Client, on full payment of the fees due, the non-exclusive right to use the results of the services for its own purposes on a permanent basis within the framework of the contractually agreed use. All other rights remain with LOGIC.
- 6.2 The right of use granted above may only be transferred by the client to a third party if the client completely abandons its own use.
- 6.3 Logic is entitled to take reasonable technical measures to protect against any use of the performance results in violation of the contract and/or the law. Their use in accordance with the contract may not be significantly impaired thereby.

6.4 LOGIC may revoke the right of use granted to the CUSTOMER under Clause 6.1 if the CUSTOMER commits a material breach of any agreed restrictions on use or other provisions protecting against unauthorised use. LOGIC must first grant the client a reasonable period of grace to remedy the situation. In the event of recurrence and in special circumstances which, after weighing the interests of both parties, justify immediate revocation, LOGIC may also revoke the contract without setting a time limit. The client must confirm to LOGIC in writing without delay that it has ceased to use the service after receipt of the notice of cancellation.

7. Term of contracts

7.1 If the contract is concluded for an indefinite period of time, it can be terminated in writing by either party to the contract by giving 3 months' notice to the end of a calendar year. For the first time, such termination is possible at the end of the calendar year following the conclusion of the contract. Any agreed minimum term shall remain unaffected by this right of termination. The foregoing shall not apply if otherwise agreed.

7.2 A withdrawal from the contract is excluded. However, the contract can be terminated by either party without notice if there is good cause.

7.3 Notices of termination are only effective in writing.

8. Liability of LOGIC, limitation of liability

8.1 LOGIC is always liable to the client

- for damages caused by it and/or its legal representatives, executive employees or other vicarious agents intentionally or through gross negligence,
- according to the product liability law and
- for any loss of life, physical injury or damage to health for which LOGIC, its legal representatives, officers and/or other agents are responsible.

8.2 LOGIC shall not be liable for slight negligence, except where LOGIC has breached a material contractual obligation, the performance of which is essential to the proper execution of the contract, or where the breach of such obligation endangers the achievement of the purpose of the contract and compliance with which the client may regularly rely on. This liability is limited in the case of property damage and financial loss to the foreseeable damage typical for the contract.

The above paragraph shall also apply to lost profits and missed savings. Liability for other remote consequential damages is excluded.

For each individual case of liability due to slight negligence, liability is further limited to the contract value, in the case of ongoing remuneration to the amount of remuneration per contract year, but not to less than EUR 2,000,000.00. The parties to the contract may agree to further liability for separate remuneration upon conclusion of the contract.

The unlimited liability according to section 8.1 remains unaffected.

8.3 In the event of loss of data, LOGIC shall be liable only for the cost of restoring the data if the data has been properly backed up by the client. In the event of slight negligence on the part of LOGIC, this liability shall only arise if the client has made a proper backup immediately prior to the action leading to the loss of data.

9. Law and place of jurisdiction

9.1 The law of the Federal Republic of Germany applies.

9.2 The place of jurisdiction in relation to a merchant, a legal entity under public law or a special fund under public law is the registered office of LOGIC.

Part B - Special Conditions for Work Services

10. Scope of the following regulations

The provisions of this Part B shall only apply to work performances (§ 631 et seq. BGB), for which they shall have priority over the other provisions of these contractual terms and conditions.

11. Responsibility for success; performance description

11.1 LOGIC shall only be responsible for the success of any work contract if

- the relevant criteria for this purpose were specifically and completely defined in the performance specification in terms of scope and effect at the time of conclusion of the contract and have become the subject of the contract (agreed performance criteria) and
- the customer fulfils his cooperation services and provisions in a timely and proper manner.

If any of the above conditions are not met, LOGIC shall not be liable for the success of the work. This does not apply to the extent that the failure to cooperate and/or provide assistance and/or materials in a timely or proper manner does not affect the performance of the work by LOGIC.

11.2 The service description is based on the technical and functional requirements communicated by the client. It is conclusive and in particular reflects the agreed performance criteria (see Section 11.1) and any test criteria to be applied for this purpose. Changes to the service description are made in accordance with Section 13.

Any analysis, planning and consultancy services relating to the Specifications shall be provided by LOGIC only on the basis of a separate agreement.

11.3 If not yet agreed in the service description, the contracting parties shall agree in good time (i.e. as a rule 2 weeks) before the start of acceptance (cf. Section 14) on the procedure to be used for testing the services, including the data required for this purpose, on the basis of the agreed performance criteria (procedure and data summarized below as "test equipment").

If the means of testing have not been agreed in good time, LOGIC may, for its part, define in a binding manner the means of testing that are suitable for practical use. The interests of the client shall be given due consideration.

Where the subject matter of the contract is the creation or processing of software, the customer shall, at LOGIC's request, provide suitable test cases and data in machine-readable form for the acceptance test. The Purchaser and LOGIC shall agree on suitable software for this purpose.

was interrupted due to the amendment proposal and/or its examination.

12. Cooperation of the contracting parties; special cooperation services of the client

12.1 The customer shall ensure that, during the performance of the agreement, LOGIC has access to a reasonable number of competent personnel to assist the customer.

12.2 Where the subject matter of the Agreement is the creation or processing of software, the customer shall notify LOGIC in good time, fully and in detail of its technical and functional requirements for the software.

12.3 The client shall hand over to LOGIC, in a timely and orderly manner, the test resources agreed and/or defined in Clause 11.3, to the extent that they are within its responsibility. If the client is in default of delivery, LOGIC shall be entitled to prepare or procure suitable test materials at the expense of the client.

12.4 The client must report defects immediately in writing in a comprehensible and detailed form, stating all information useful for the identification and analysis of the defect. In particular, the work steps that led to the occurrence of the defect, the form of appearance and the effects of the defect are to be stated. In the event of defects in the software under the Agreement, the customer shall, to the extent necessary and reasonable for LOGIC, assist LOGIC in remedying the defects, in particular by providing remote access to the customer's system and by making available existing analysis material.

13. Procedure for changes in services

13.1 Both parties to the contract may propose changes to the service description (see Section 11.2) and/or other changes to agreed services at any time (hereinafter "proposed changes"). The following procedure shall apply:

13.2 LOGIC will review any proposed changes proposed by the Client and will advise the Client whether or not a full review of the proposed change is necessary.

13.3 If the proposed amendment requires extensive examination, LOGIC will inform the client of the period of time and costs likely to be required. The client shall, within a reasonable period of time, accept or reject the request for review.

13.4 If it is not necessary to carry out an extensive review of the proposed amendment or if the commissioned review has been completed, LOGIC will either

- notify LOGIC that the proposed amendment is not feasible for LOGIC within the scope of the agreed services, or
- submit a written offer for the implementation of the changes (hereinafter referred to as "offer of change"). The amendment offer shall contain in particular the amendments to the performance specification and their effects on the performance period, the scheduled dates, the test equipment and the remuneration.

13.5 The customer will either reject an amendment offer within the offer commitment period stated there or declare acceptance.

13.6 The contracting parties may agree that services affected by an amendment proposal shall be interrupted until the end of the review or - if an amendment proposal is submitted - until the expiry of the offer commitment period.

13.7 In the absence of an agreement in accordance with Section 13.6, the services will be continued on the basis of the previous agreements until acceptance of the amendment offer. The service periods, dates and deadlines shall be automatically extended by the number of calendar days on which the provision of services

13.8 Clauses 13.3 to 13.7 shall apply mutatis mutandis to any proposed changes made by LOGIC.

14. Acceptance of work results

14.1 The client shall examine all work contractual performance results (hereinafter referred to as "work results") handed over to him or made available to him and capable of being examined without delay, as a rule within 14 calendar days after handover or making available, in accordance with the following provisions, unless another deadline has been agreed upon. During this period (hereinafter referred to as the "Inspection Period") the Customer shall satisfy itself, in particular by means of the test equipment, that the work results are free of defects and in accordance with the contract, in particular that they have the agreed quality.

14.2 LOGIC is entitled, at its own discretion, to accompany and assist the client in the acceptance inspection, including on site at the client's premises.

14.3 Section 15 shall apply to defects discovered during the inspection period. Unless otherwise agreed, each properly reported defect shall be assigned to one of the following categories:

- a) Category 1
The work result is afflicted with a defect that makes its usability impossible or allows it only with serious limitations.
- b) Category 2
The work result is afflicted with a defect that significantly limits its usability without being a Category 1 defect.
- c) Category 3
The work result is afflicted with a defect that only insignificantly limits its usability.

14.4 In the event of a Category 1 defect, the client may refuse to accept the work results concerned. The client shall have the same right if several Category 2 defects together lead to Category 1 effects. LOGIC shall remedy duly notified (see Clause 12.4) defects with Category 1 effects within a reasonable time such that Category 1 effects no longer exist. If the tests could not be properly continued due to such a defect, its effects or its removal by the client, the test period shall be extended appropriately for the work results concerned.

14.5 Acceptances or partial acceptances already declared shall remain unaffected by later acceptance tests for other work results. The same shall apply to tests already carried out, except where these are affected by a defect or its elimination.

14.6 As soon as there are no (more) Category 1 defects, the work result is considered to be acceptable. In this case, the client shall declare acceptance of the relevant work results without delay, but no later than upon expiry of the test period (see Section 14.1).

Any work product shall be deemed to have been accepted by LOGIC, even in the absence of any express statement and/or request for acceptance by LOGIC,

- if the client uses the work result for other than testing purposes,
- with its payment, unless the customer has previously expressly and justifiably refused acceptance,
- if the customer does not report any defects that hinder acceptance within the test period,
- if the client does not accept the result of the work within a reasonable time limit set by LOGIC, although it is obliged to do so,
- if the client does not give notice of any defects which prevent acceptance within a reasonable period of time set by LOGIC for this purpose and LOGIC has drawn attention to this consequence when setting the period of time and/or
- if the tests have been carried out without any defects that would hinder acceptance when using the test materials.

14.7 Unless otherwise agreed, LOGIC may at any time, even individually, require the acceptance of delimitable parts of work results. Such acceptances shall be carried out in accordance with the provisions of this Clause 14.

14.8 In addition, the commercial duty to examine and give notice of defects (§ 377 HGB) shall apply to the customer.

15. Claims of the client in case of defects of the work results

15.1 The client shall only have claims for defects if the reported defects are reproducible or can otherwise be proven by the client. This also applies to defects in view of which the client has declared acceptance with reservation.

15.2 If the customer is entitled to claims for defects, he alone has the right to subsequent performance within a reasonable period of time. LOGIC shall, at its own discretion, remedy the defect or replace the defective goods. The interests of the client shall be given due consideration in this decision.

15.3 If the subsequent performance fails or cannot be carried out for other reasons, the customer may, if the legal requirements are met, reduce the remuneration, withdraw from the contract and/or - within the scope of item 8 - demand compensation for damages or expenses.

15.4 The client is only entitled to remedy the defect itself for a fee if the defect has not been remedied by LOGIC despite the expiry of a reasonable period for remedy and the cause of the defect lies within LOGIC's sphere of responsibility.

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