



EASY SOFTWARE

General Terms and Conditions “Consulting” (Professional Services)

Version: January 1, 2019

EASY SOFTWARE GROUP

<https://easy-software.com/en/contracts/gtcc>

The General Terms and Conditions "Consulting" apply in addition to the "General Terms and Conditions" of EASY SOFTWARE

- <https://easy-software.com/us/contracts/gtc/>
- <https://easy-software.com/uk/contracts/gtc/>
- <https://easy-software.com/tr/contracts/gtc/>
- <https://easy-software.com/en/contracts/gtc/>
- <https://easy-software.com/en/aq/contracts/gtc/>
- <https://easy-software.com/en/esd/contracts/gtc/>
- <https://easy-software.com/en/ees/contracts/gtc/>
- <https://easy-software.com/en/ems/contracts/gtc/>

and other subsidiaries in the context of §§ 15 ff German law on stock corporations (Aktengesetz, or AktG).

§ 1 Professional services

1.1. Professional services ordered by the Customer, such as implementing or customizing software, shall be agreed separately, at least via an order confirmation by EASY. For this purpose, the Parties will typically agree on the following:

1.1.1. Content of the professional services;

1.1.2. Type and scope of professional service: the assignment is usually performed as a service rendered based on a service contract (Dienstvertrag) unless the Parties agree otherwise;

1.1.3. Presumable start date of rendered service;

1.1.4. Remuneration.

1.2. Ordering services via a contract for services (Werkvertrag) requires express references and contracting; in such cases, concluding a separate contract for service (Werkvertrag) referring to guidelines by EASY is usually necessary.

1.3. An order confirmation or separate agreement notwithstanding, the following applies if EASY provides professional services.

§ 2 Customer's Obligations to cooperate

2.1. If the Customer instructs EASY to provide professional services, the Customer's obligations to cooperate include in particular

2.1.1. providing information regarding processing of data and organization of projects which are necessary for the agreed services;

2.1.2. providing a hardware and software environment, including a development, test and production environment that equals the minimum requirements listed in the EASY software description; if a change of the environment becomes necessary due to a change to and an improvement of the software with the same functionality which is marked by the addition to or change of the primary or the secondary digits of the software's version number (e.g. from 3.1 to 4.0 or 3.2) (so-called release), the Customer will have to execute this change at his own cost;

2.1.3. providing test data in compliance with data protection law;

2.1.4. enabling remote access to the Customer's systems;

2.1.5. other necessary technical facilities required for EASY to provide the services, e.g. power supply, telephone connections, and data transmission lines.

§ 3 Acceptance of services under a contract for services

3.1. Professional services are subject to acceptance in that they have been expressly agreed as services under a contract for services (Werkleistungen) in the context of §§ 633 ff Civil Code of Germany (Bürgerliches Gesetzbuch, or BGB).

3.2. The Parties shall promptly create written acceptance minutes for acceptance of services under a contract for services (Werkleistungen) in which they record the results of the acceptance. Objections to the minutes must be declared on site or immediately after delivery of the acceptance minutes.

3.3. The Customer may not refuse acceptance due to minor defects. Minor defects that may be found must be recorded in the minutes and will be remedied by EASY within a reasonable time.

3.4. The acceptance is deemed given if the Customer uses the software or professional service in his ordinary business operations.

§ 4 Granting rights for Professional Services

4.1. Concerning professional services the following shall apply to the work results.

4.2. EASY grants the Customer concerning work results produced for the Customer as part of the professional services a simple right to use.

4.3. The right to use granted entitles the Customer to use the work results only for product-specific purposes and only within its company. The right includes the right to copy but not to modify, amend or decompile to the extent such use would exceed Section 69c German Copyright Law (Urheberrechtsgesetz, or UrhG). The Customer is not allowed to sell or distribute the right to use or the services provided by EASY.

4.4. The rights are granted non-exclusively. EASY reserves the right to use the work results other than in the context of this Agreement and for different purposes as well as to utilize, modify and further develop the work results.

4.5. The rights are granted subject to the condition precedent of full payment of the agreed remuneration by the Customer. In the event of partial deliveries the condition precedent applies to the payment of partial remuneration.

4.6. Inasmuch as EASY requires intellectual property, in particular copyrighted works and know-how from the Customer for rendering its professional services, the Customer shall grant EASY a non-transferable and non-sublicensable right to use for the term of the Agreement and solely for the purpose of performance of its obligations.

§ 5 Remuneration

5.1. Unless the Parties expressly agreed otherwise, remuneration for professional services will be billed by EASY on a monthly basis in arrears. Invoicing will be not later than the end of the subsequent month. If, for instance, professional services are rendered in March, they will be billed not later than by the end of April.

5.2. The term of payment is 14 days from the billing date.

5.3. All prices apply, plus the costs incurred for postage, packaging, insurance, traveling expenses and other expenses and the respective sales tax/VAT that applies.

§ 6 Remuneration in the event of the Customer's cancellation of appointments for Professional Services

6.1. If the Customer cancels an agreed appointment for professional services, such as implementation, training, or consulting services, in writing, the agreed remuneration will be reduced as follows:

6.1.1. in case of cancellation of more than seven (7) business days prior to the agreed date, 100%;

6.1.2. in case of cancellations of between one (1) and seven (7) days prior to the agreed date, 70 %;

6.1.3. in case of cancellations of between one (1) and three (3) business days prior to the agreed date, 50%;

6.1.4. in case of cancellation of one (1) business day or less prior to the agreed date, full remuneration must be paid.

6.2. In case of canceling dates for services within the meaning of Clause 5.1, the Customer has no claim to subsequent rendering of the service by EASY for the canceled date.

6.3. For professional services subject to acceptance pursuant to § 3, Section 649 of the Civil Code of Germany (BGB) shall remain unaffected.