

1 Object of the Contract

- 1.1 The Provider performs the service exclusively in accordance with the terms and conditions agreed in the contract and those below, in return for the contractually agreed remuneration. The Customer bears responsibility for the project and its success. The Provider performs the service in accordance with the principles of proper professional standards.
- 1.2 The object of the agreement may be the provision of a one-time service or parts thereof, or may be of an ongoing nature.

2 Provision of Service

- 2.1 In the absence of an agreement to the contrary, the place of performance of the service is the place of the Provider's registered offices.
- 2.2 The Provider's employees dealing with provision of the service are chosen by the Provider. The Customer is not entitled to demand performance of the service by specific employees of the Provider.
- 2.3 The Provider determines the nature and method of performance of the service.
- 2.4 The Customer is not authorized to give instructions to the Provider's employees who deal with performance of the service.
- 2.5 Insofar as the Provider is required to present the results of the service in writing, the written version alone is authoritative.

3 Duties of Cooperation

The Customer must ensure that the documents, information and data required for performance of the service are provided by the contact persons nominated by him to the Provider in complete and correct form, in good time, and free of charge unless it is the Provider's duty to provide them. In addition, the Customer must ensure that they are kept up to date. The Provider may assume that these documents, information and data are complete and correct unless it is evidently discernible to him that they are incomplete or incorrect.

4 Rights of Use

- 4.1 In the absence of an agreement to the contrary, the Provider shall grant the Customer the non-exclusive and non-transferable right to use the provision of service results achieved by the Provider within the scope of the contract and handed over to the Customer for his own internal purposes on a continuing basis within the parameters of the contractually stipulated purpose.
- 4.2 All rights are otherwise retained by the Provider.
- 4.3 The Provider may revoke the Customer's right of use if the latter substantially infringes restrictions of use or other regulations for protection against unauthorized use. The Provider shall allow the Customer a period of grace for remedial action beforehand. In case of recurrences or special circumstances which, after weighing the interests of both sides, justify immediate revocation, the Provider may declare revocation without a period of grace. After revocation, cessation of use must be confirmed by the Customer to the Provider in writing.

5 Duration

- 5.1 If the contract is entered into for an indefinite period, it may be terminated in writing with three months' prior notice up to the end of a calendar year. Such termination is possible for the first time at the end of the calendar year following the year of conclusion of contract. If a minimum duration is agreed, it remains unaffected by this right of termination.
The above applies only in the absence of an agreement to the contrary.
- 5.2 Withdrawal from the contract is excluded. The contract may however be terminated by the Provider or the Customer without prior notice if there is good reason.
- 5.3 Declarations of termination apply in written form only.

6 Remuneration

- 6.1 The Provider may adjust the remuneration annually in line with general list prices.
The Customer has a right of termination if the remuneration rates increase by more than five percent. The Provider shall notify the Customer of any such increase two months in advance. The Customer may terminate the contract at the time of such an increase within one month after receipt of notification of it in accordance with 5.3.
- 6.2 Expense documentation is deemed to be approved unless contradicted in detail by the Customer in writing within 21 days after receipt.
- 6.3 Travel costs and expenses as well as other expenses are reimbursed to a reasonable amount; at the least according to the flat-rate amounts allowed for tax purposes.
Traveling time is deemed to be working time.
- 6.4 The Provider may demand reimbursement of his costs if additional expense is incurred as the result of failure by the Customer to fulfill his duties in an orderly manner (see also 3).

7 Disruption of Service

- 7.1 If the service is not performed in accordance with the contract and the Provider is responsible for this (disruption of service), then he shall be obliged to perform the service in accordance with the contract, wholly or in part, without additional cost to the Customer and within a reasonable period of time, unless this would involve a disproportionate effort.
In the absence of an agreement to the contrary, this duty of the Provider exists only if the Customer submits a written complaint about the disruption of service without delay and at the latest within two weeks after it comes to his attention.
For this reason the Customer must appropriately monitor performance of the service by the Provider.
- 7.2 If the Provider is not responsible for non-contractual performance, then he shall, insofar as he is able, offer the Customer service in accordance with the contract. If the Customer accepts this offer, the Provider may claim the resulting expenses and documented costs.
- 7.3 Any further claims for reimbursement of expenses or compensation for damages are governed by Section 6 of CONET's General Terms and Conditions (AV).

8 Applicability of CONET's General Terms and Conditions (AV)

CONET's General Terms and Conditions (AV) apply on a supplementary basis.