

GENERAL TERMS & CONDITIONS
for Services
– only for business dealings –



§ 1 Subject Matter of Contract

(1) The following terms & conditions are the basis for the initiation and conclusion of contracts between us and you (in the following "the Customer") on the performance of trainings (in the following "trainings") and on consulting services based on hourly or daily rates, the installation, customization or handling of software acquired or to be acquired (in the following "consulting" or "services" for both trainings and consulting).

These terms & conditions shall also be effective for all future services, even if not explicitly agreed separately. Customer's terms deviant from these terms & conditions which are not explicitly agreed upon by Matrix42 shall not be binding for us, even if no explicit objection is made.

(2) The scope of services and payment for such services is specified in the respective service proposal. If no explicit agreement is made on the amount of payment, the service fees specified in our general valid price list are deemed agreed. Unless explicitly otherwise specified in the service proposal, we do not take the responsibility for any project and/or the success of such a project or service; instead, the Customer will bear the responsibility. However, we agree to render the service according to the basic principles of due exercise of trade.

(3) § 312e para. 1 no.1, 2 and 3 and § 312e para. 1 sentence 2 BGB ("Bürgerliches Gesetzbuch", German Civil Code), which provide for certain obligations of the entrepreneur for electronic business relationships, are excluded.

§ 2 Period of Commitment/Appointment of Date

(1) We shall be bound to our offers for 14 days.

(2) If law requires setting us or the Customer an adequate period of commitment, this will be 2 weeks at least.

§ 3 Employees

(1) We will select the employees that will perform this service. The Customer may only claim a specific employee to render the service, if this has been explicitly agreed. Assigning a project manager or a contact person in the proposal text is not enough to meet these requirements.

(2) The Customer is not entitled to give instructions to our employees.

§ 4 Duty to Cooperate

(1) To the extent to which this is required for the contractual performance, the Customer will provide us all available information and items and create the requirements and prerequisites necessary to render our services in his business environment.

(2) To the extent to which the service is rendered on the Customer's business premises, the Customer will provide us sufficient working space free of charge and grant us access to the required IT systems.

(3) To be able to render our services, we have to rely on the Customer to fulfill his duty to cooperate. If the Customer does not fulfill this duty and this causes delays and/or additional expense, we are entitled to request to change the fee and also the schedule, if such a schedule has been agreed upon.

§ 5 Rights of Use

The Customer is granted the non-exclusive, non-transferable right of use for the service results, based on the agreed services rendered to him, without any limitations in space and time and for internal usage in accordance with the contractual purpose of usage. All other rights remain with us.

§ 6 Operational Failures

Disruptions of operations, unless foreseeable, strikes, lock-outs, official orders and force majeure release us from our service delivery obligations for the duration of such disruptions and to the extent of their impact. If in such cases the performance of services is delayed for more than one (1) month, each party, under exclusion of all other claims, is entitled to cancel the contract as far as the respective service is concerned by such disruptions.

§ 7 Value-Added Tax / Extra Payment for Work During Nights, on Sundays and Public Holidays / Travel Expenses / Payment Period

(1) Our respective proposal is the basis for the payment of services. For the case that the value-added tax has not been explained in our proposal, we hereby state that the legal value-added tax has to be added to the payment specified in the contract.

(2) The agreed hourly or daily rates are increased by 50%, if the Customer requests the service to be rendered on a Saturday or between 6.00 p.m. and 8.00 a.m.; they are increased by 100%, if the Customer requests us to render the services on a Sunday or a public holiday.

(3) If the Customer asks us to postpone an agreed time and date for rendering the service, the Customer will pay for the travel expenses to be paid to a third party, if it was not possible to cancel or rebook the trip.

(4) The Customer is obliged to confirm to the assigned employee the hours/days spent on the Customer's premises to render the service at the end of a day or a week by signing such a confirmation. This written confirmation is the basis for our invoice to the Customer.

(5) Travel times are billed at the agreed hourly or daily rates.

(6) Upon proof of cost, the Customer agrees to pay for travel and other expenses, in addition to the agreed fee.

(7) Unless otherwise and explicitly agreed, all payments must be made without deductions and free of charge at our stated payment office Neu-Isenburg by bank transfer within 14 days after delivery.

§ 8 Default / Setoff and Retention

(1) In case of delayed payments and reasonable doubts regarding the Customer's financial solvency we are entitled – irrespective of our other rights – to request an advance payment for services not yet rendered, revoke granted payment terms and request the partner to settle any outstanding claims related to the business relationship immediately. For as long as the partner is delaying due payments, our obligation to

render the services shall be suspended. The defaulting Customer shall be obliged to pay for all reasonable cost incurred to us with respect to reminders, debt collection and retail credit reports.

(2) The Customer may only offset payments or claim a right of retention if his counterclaims are recognized by declaratory judgment or if they are acknowledged by us.

§ 9 Trainings

(1) The Customer will instruct participants he sent to our trainings to not use media that they have brought along, to observe the security regulations valid at the place of training and to also observe the instructions of the trainer. Technical equipment, including software, may be used for training purposes only.

(2) See § 10 (2) and (3) regarding the right of termination and withdrawal from trainings.

§ 10 Withdrawal / Termination/ Postponement or Cancellation of Training Dates

(1) The Customer shall be entitled to cancel the contract within the scope of legal provisions, provided, however, that we are responsible for any delay in service delivery.

The Customer is obliged to inform us upon request within two (2) weeks whether he will withdraw from the contract due to delayed service delivery, insists on the delivery and/or will claim damages.

(2) The Customer may terminate a contract on personnel services (but not for a training) anytime, however, under consideration of the following: If the Customer terminates the contract without good cause or if we terminate the contract for a good cause for which the Customer is responsible, we reserve the right to claim the full payment agreed upon, minus the expenses saved due to the cancellation of contract. We must only deduct as savings income generated due to the usage of our personnel for other work or income we have failed to generate.

(2) If a training is conducted for a specific Customer only, and

- if the agreed date of training is cancelled up to 28 days before the commencement of training, the Customer must pay only for cost already incurred, such as room rental or travel expenses, upon submission of the respective receipts, if the Customer sets up a new training date within the next 6 months after the cancelled training date. If the Customer fails to do so, we have the right to withdraw from the training contract and claim a flat rate of 20% of the training fee as indemnification.

- if the agreed date of training is cancelled up to 27 days before the commencement of training or later, we have the right to withdraw from the training contract immediately and claim a flat rate of 50% of the training fee as indemnification, plus actual cost incurred, including, but not limited to, costs for room rental and travel expenses.

(3) If a training is conducted for several Customers,

- each Customer may withdraw from the training contract up to 14 days before the commencement of training, if he agrees to pay a service charge of € 100 per participant;

- withdrawal from the training contract within 13 to 8 days before the commencement of training is only possible if the Customer agrees to pay 50% of the training fee;

- withdrawal from the training contract within 7 days before the commencement of training is only possible if the Customer agrees to pay the full training fee.

§ 11 Limitation of Liability

Our liability of damages caused by carelessness is excluded unless these are damages for which Matrix42 is responsible independent of careless behavior or these are damages to the body, health or life or imply a violation of material contractual duties. In case material contractual duties are violated, our liability for carelessness shall be limited to the damage predictable when the contract was concluded.

We shall only be liable for the recovery of data if the Customer has ensured that these data can be reproduced with reasonable effort in the sense of proper data processing based on records that are supplied in a machine-readable format.

Liability according to the Product Liability Code is not affected by the provisions specified above.

In all other cases we shall assume unlimited liability unless legal regulations provide for a maximum liability amount.

§ 12 Privacy and Data Protection

The Customer agrees that his data, including the personal data of employees, are processed for the purpose of performing the contract. The Customer is responsible for getting his employees' consent that their data may be used by Matrix42.

§ 13 Severability Clause/Applicable Law / Place of Venue

(1) In case one of the terms of the General Terms & Conditions is ineffective or inexecutable, this shall not affect the effectiveness of the remaining terms and conditions hereof. We and the Customer agree to replace the invalid or unenforceable term or provision by a valid and enforceable provision that comes as close as possible to the economic and legal intent of the invalid term or provision.

(2) The legal relationship between us and the Customer is subject to the German substantive law.

(3) Exclusive place of jurisdiction for all and any disputes resulting from the contractual relationship existing between the parties is Hamburg, unless legal regulations dictate otherwise.