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SPECIAL CONDITIONS for
Project Contracts,
Professional Services and
Consulting Services
Version 1.0 from
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1 Scope of Application

The SPECIAL CONDITIONS for Project Contracts apply to the execution of PROJECTS as well as to the provision of Professional Services and Consulting Services by tegos to the CUSTOMER.

Chapter 1:

The provisions of this Chapter 1 shall apply exclusively to the performance of PROJECTS.

1.1 Subject Matter of Performance

- 1.1.1. The specific services owed by tegos are set out in the SERVICE DESCRIPTION.
- 1.1.2. The SERVICE DESCRIPTION shall define the functional descriptions of the tegosuite platform as well as the software offered via this platform, which shall be specified in the contractual offer, and the Gaps.
- 1.1.3. The project plan shall specify and document the dates by which tegos expects to perform the respective (partial) services. Unless expressly agreed otherwise in writing, the specified dates are only non-binding performance dates for tegos. tegos is not obliged to perform the services owed before the respective performance dates.

1.2 Rights of Use

- 1.2.1. tegos grants to the CUSTOMER the CUSTOMER's rights of use to the services from the PROJECT to which the CUSTOMER is entitled according to the SPECIFIC CONDITIONS for license purchase, license rental or cloud computing, as applicable for the underlying software.
- 1.2.2. tegos does not grant any further rights of use unless the parties agree otherwise in writing in individual cases.

- 1.2.3. All services of the contractor that constitute work performance are subject to acceptance. Partial acceptance shall only take place if this is required by the nature of the order or expressly agreed in the Contractor's offer. The acceptance process is as follows:
- a. tegos shall indicate to the CUSTOMER the acceptability of individual functions and make them available to the CUSTOMER. The CUSTOMER then carries out an integration test. Within the framework of an integration test, the entire system, including all adaptations/interfaces and interacting systems, is tested to determine whether the service owed has been provided in accordance with the contract. The integration test is carried out using the test strategies and test scripts specified by tegos. The test strategies differ depending on the type of service. If a service has been ordered on premise, the CUSTOMER shall test it at its own discretion. If a CLOUD COMPUTING service has been ordered, tegos shall perform an automatic/technical test which technically verifies the functionality of the adaptation on the basis of the previously defined criteria. This shall not apply insofar as individual adaptations are ordered within the scope of the CLOUD COMPUTING service, in which case the CUSTOMER shall also test at its own discretion. During the integration test, the CUSTOMER shall be supported by tegos if required. The content of the integration test will be recorded in preparation for the overall acceptance.
 - b. After a successful integration test, a functional SYSTEM ACCEPTANCE takes place by the CUSTOMER. This functional SYSTEM ACCEPTANCE is a prerequisite for the REAL START.
 - c. With the successful functional system acceptance, the CUSTOMER grants tegos permission to proceed to the REAL START with the tested system. Within the framework of the REAL START, the CUSTOMER will test the operational readiness of the system by using it in his business operations. During the first weeks of the REAL START tegos will support the CUSTOMER if requested by the CUSTOMER. The duration of the support is specified in the offer and acceptance letter on which the contract is based. Four weeks after a successful REAL START, the final project acceptance will take place.
 - d. After completion of all contractually agreed functions, tegos shall notify the CUSTOMER of the final project acceptance. The final project acceptance refers to the entire implementation of the system. The CUSTOMER shall check whether the system complies with the contractually agreed specifications within two (2) weeks after the notification of acceptance. The final project acceptance and any defects

that may occur are recorded. The final project acceptance is prepared by tegos. The final project acceptance is a prerequisite for handover to the customer service.

- 1.2.4. Both partial and total acceptance can only be refused on the grounds of one (1) serious defect or three (3) significant defects. If serious and significant defects are identified during the acceptance test, the parties shall continue to carry out the acceptance test as far as reasonable in order to obtain as complete an overview as possible of any other defects that may be present. A written acceptance report shall be drawn up and signed by both parties.
- 1.2.5. tegos shall remedy the defects preventing acceptance within a reasonable period of time. tegos shall then make the service owed available for acceptance again, whereby the inspection of the service owed shall only cover the defects notified insofar as they can be the subject of an isolated inspection according to their function.
- 1.2.6. The CUSTOMER may not refuse partial or total acceptance due to insignificant defects. These defects shall be listed in detail and conclusively in the respective acceptance report.
- 1.2.7. The CUSTOMER shall declare acceptance in writing no later than two (2) weeks after the respective notification of acceptability; after expiry of this period the performance shall be deemed accepted.
- 1.2.8. In the event that this acceptance process is not agreed within the scope of a project, the CUSTOMER shall accept the services upon payment of the invoice.

1.3 Defect Rights

- 1.3.1. The right of self-execution according to § 637 BGB is excluded.

1.4 Term

- 1.4.1. The term of the contract begins on the date specified in the offer letter and ends with the REAL START of the software. ECHTSTART means the commissioning of a system or part of a system into production operation including the agreed migration.

1.5 Invoicing and Terms of Payment

1.5.1. Unless otherwise agreed between the PARTIES, the services of tegos shall be remunerated on a time and material basis.)

1.5.2. The invoicing process is as follows:

- tegos shall invoice the CUSTOMER for the services on a monthly basis. For this purpose, tegos shall show the CUSTOMER the individual services provided on a monthly basis by means of activity statements.
- The CUSTOMER shall check the activity statements within two (2) weeks. The activity statements shall be deemed to have been approved unless the CUSTOMER objects to these activity statements within the two (2) weeks.
- Upon confirmation of the activity statements, tegos shall invoice the CUSTOMER for the services indicated in the activity statements.
- The CUSTOMER shall pay the invoices within 30 days of receipt of the invoice.

1.6 Termination

1.6.1. After the commencement of the project and during the term of the project, the CUSTOMER shall have the right to terminate the CONTRACT until the completion of the work, with a notice period of four (4) weeks to the end of the month. If the CUSTOMER terminates the agreement, tegos shall be entitled to demand the agreed remuneration; tegos shall, however, take into account any expenses saved as a result of the termination of the agreement. It shall be presumed that tegos shall thereafter be entitled to at least 5% (five percent) of the agreed remuneration attributable to the part of the work not yet performed.

1.6.2. Software, licenses or hardware acquired up to the time of termination remain the property of the CUSTOMER and must be remunerated as agreed.

1.6.3. Insofar as licenses from third-party suppliers were also acquired in connection with the PROJECT, the termination of corresponding licenses from third-party suppliers must be

effected in due time and separately. Details are regulated in the terms of use and contract of the respective third party provider.

1.6.4. The termination must be in WRITTEN form to be effective.

Chapter 2:

The provisions of Chapter 2 apply exclusively to the provision of Professional Services and Consulting Services by tegos to the CUSTOMER.

2.1 Subject Matter and Scope of Services

2.1.1. The content and scope of the Professional Services and Consulting Services shall be determined in accordance with these provisions of Chapter 2 and the SERVICE DESCRIPTION.

2.1.2. Unless otherwise agreed, the Professional Services and Consulting Services to be provided are services, such as consulting services or training. Unless expressly agreed otherwise, tegos shall therefore not be obliged to achieve a concrete result within the scope of the Professional Services and Consulting Services.

2.1.3. tegos shall provide the Professional Services and Consulting Services carefully and professionally, taking into account the generally recognised rules of technology.

2.2 Rights of Use

2.2.1. tegos grants the CUSTOMER a non-exclusive right of use, unlimited in time and space, to the results which tegos produces for the CUSTOMER within the scope of the Professional Services and Consulting Services upon payment of the remuneration agreed for the service. The CUSTOMER is not permitted to transfer the right of use to third parties.

2.3 Term of Contract and Termination

2.3.1. The contract for the Professional Services and Consulting Services shall commence upon signature and shall run for an indefinite period.

2.3.2. Either party may terminate the contract with a notice period of 3 months to the end of a calendar year by a declaration to the other party. If the parties have agreed that the Professional Services and Consulting Services shall be provided until a certain point in time, the contract shall end upon reaching this point in time.

2.3.3. The termination must be in WRITTEN FORM to be effective.

2.4 Invoicing and Terms of Payment

2.4.1. Unless otherwise agreed between the PARTIES, the services of tegos shall be remunerated on a time and material basis.

2.4.2. The invoicing process is as follows:

- tegos shall invoice the CUSTOMER for the services on a monthly basis. For this purpose, tegos shall show the CUSTOMER the individual services provided on a monthly basis by means of activity statements.
- The CUSTOMER shall check the activity statements within two (2) weeks. The activity statements shall be deemed to have been approved unless the CUSTOMER objects to these activity statements within the two (2) weeks.
- Upon confirmation of the activity statements, tegos shall invoice the CUSTOMER for the services indicated in the activity statements.
- The CUSTOMER shall pay the invoices within 30 days of receipt of the invoice.