General Terms and Conditions (GTC)

1. Content

General Terms and Conditions of KIGROUP

1. Scope

1.1 These General Terms and Conditions (the "**GTC**") shall apply to contracts between the companies of the KIGROUP group of companies (each individually hereinafter referred to as "**KIGROUP**") listed in Section 1.2 below and their customers and clients (hereinafter referred to as "**Customer(s)**" and KIGROUP and the Customer are jointly referred to as the "Parties") regarding the "**Service(s)"** described in more detail in Section 1.3 below, contracts and agreements for Services concluded with the Customer (hereinafter: "**Contract(s)**") and the offer forms (hereinafter: "**Proposal(s)**") accepted by the Customer on which the Contract is based.

1.2 These GTC apply to the following companies of the KIGROUP group of companies:

- KI group GmbH (Cologne)
- grow.inc spaces GmbH (Cologne)
- impact AI GmbH (Cologne)
- impact AI services GmbH (Cologne)
- impact AI studio GmbH (Cologne)
- KI capital GmbH (Cologne)
- KI challengers GmbH (Cologne)
- KI decentralized GmbH (Cologne)
- KI group services GmbH (Cologne)
- KI performance GmbH (Cologne)
- KI Professionals GmbH (Stuttgart)
- KI professionals management GmbH (Cologne)
- xgeeks GmbH (Cologne)
- KI Group Suisse AG (Zurich, Switzerland)
- KIBER - STRATEGY SERVICES IBERIA, UNIPESSOAL LDA. (Lisbon, Portugal)
- KICHALLENGERS PORTUGAL, UNIPESSOAL LDA. (Lisbon, Portugal)
- KI PERFORMANCE; UNIPESSOAL LDA. (Lisbon, Portugal)
- xgeeks Portugal LDA. (Leiria, Portugal)

The Contract shall be concluded in the individual case with the KIGROUP company or companies named in the Proposal or Contract document. Within these GTC and the additional valid Additional Terms Agile Projects, if applicable, the term "KIGROUP" is used in the following as a synonym for the respective KIGROUP company with which the Contract is concluded, unless express reference is made to the entire KIGROUP group of companies.

1.3 These GTC apply to the following Services (depending on the type(s), subject matter and scope of the Services):

1.3.1 **Development & Implementation:**

- Result-related planning and conception services in connection with the implementation of standard software applications of third-party manufacturers (including Microsoft), in particular development and preparation of solution concepts, requirement catalogues, specifications and functional specifications for

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implementation projects of the Customer (hereinafter jointly referred to as "**Conception Services**");

- Realization services in connection with the implementation of standard software applications from third-party manufacturers, in particular parameterization and configuration of standard software without modification of the program code for adaptation to the Customer's requirements, the performance of integration tests and the productive implementation of the application thus adapted after successful acceptance or release by the Customer (hereinafter jointly referred to as "**Customizing Services**");

- Development and programming of individual software and/or individual software programs or program modules as a supplement to standard software applications from third-party manufacturers (hereinafter jointly referred to as "**Coding Services**").

1.3.2 **Consulting, Support & Maintenance:**

- Consulting Services and activity-related project services in connection with the conception of IT-supported business processes and business models as well as in the implementation of software applications (including Microsoft), in particular support of the Customer in the development of solution concepts, requirement catalogues, specifications and requirement specifications, training services (hereinafter jointly referred to as "**Consulting Services**");

- Support Services in diagnosing and resolving problems encountered by the Customer in the use of implemented software applications (hereinafter collectively referred to as "**Support Services**");

- Further development of software applications implemented at the Customer with the aim of eliminating errors in order to maintain the functionality of the software applications (hereinafter jointly referred to as "**Maintenance Services**").

1.4 The Proposal or Contract specifies whether KIGROUP provides the Services as Conception Services, Customizing Services or Coding Services or as Consulting Services, Support Services or Maintenance Services.

1.5 These GTC shall apply exclusively. Other contractual terms and conditions deviating from these GTC shall only be binding for KIGROUP if they have been expressly accepted by KIGROUP in at least text form. The Customer's general terms and conditions are excluded as part of the Contract with the Customer.

2. Offers, orders, conclusion of the Contract

2.1 Insofar as Proposals of KIGROUP do not expressly contain a commitment period, the Proposals of KIGROUP for the provision of Services are subject to change. If the Proposals contain a commitment period, the receipt of the declaration of acceptance by KIGROUP before the expiry of the commitment period shall be decisive for the timely acceptance of the Proposal by the Customer. Upon acceptance of the Proposal by the Customer within the commitment period, the Contract shall be concluded.

2.2 In the case of non-binding Proposals from KIGROUP, the Contract is only concluded upon confirmation of the Customer's order by KIGROUP in text form. The same shall apply if the Customer sends KIGROUP an order or declaration of acceptance in response to a Proposal by KIGROUP and the binding period stipulated in the Proposal has already expired at the time of receipt of the Customer's declaration.

3. Scope of Services

3.1 The type, subject matter and scope of the Services are set out in the Proposal by KIGROUP on which the Contract is based.

3.2 Where the Customer provides KIGROUP with documents or information about IT systems, Customer requirements and/or other circumstances relevant to the Services prior to the preparation of the Proposal or during the performance of the Contract, KIGROUP assumes that the Customer's documents or information are accurate, complete and not misleading for the Customer's purposes.

4. Changes in performance

4.1 Until the conclusion/expiry of the Contract or - if agreed - until the acceptance of the Services, the Customer may demand that the agreed scope of Services as well as agreed performance periods and dates for the Services be changed ("Change requests"). KIGROUP may likewise demand changes at any time up to these dates, insofar as these are necessary for KIGROUP for technical or organizational reasons which were not foreseeable at the time of conclusion of the Contract and for which KIGROUP is not responsible. Changes and requirements of the Customer, by which only details of the Services stipulated in the Contract are substantiated, shall not be deemed to be changes in performance.

4.2 In the event of a Change Request by the Customer, KIGROUP shall check within a reasonable period of time whether this is technically feasible and can be implemented by KIGROUP within the execution periods and deadlines agreed in the Contract. If the review requires a longer period of time, KIGROUP shall inform the Customer accordingly. If the implementation of the Change Request requires more extensive adjustments to the scope of services, the remuneration and/or the schedule agreed in the Contract, KIGROUP shall submit a corresponding supplementary Proposal to the Customer within a reasonable period of time.

4.3 Changes in the Services or their performance shall only become binding upon the closing of a corresponding agreement between the Parties on the adjustment of the Contract ("Amendment Contract"). If the Customer requests the implementation of the Change Request prior to the signing such Amendment Contract and if KIGROUP implements the Change Request, KIGROUP's claim to an appropriate adjustment of the remuneration for the Services shall remain unaffected.

5. Contract execution & cooperation

5.1 The Customer shall appoint a contact person for the coordination of the Services. The contact person shall be exclusively responsible for and authorized by the Customer to make and receive declarations on all matters relating to the performance of the Contract and/or the Services, in particular on the following:

    a) Defining performance requirements;

    b) Change of agreed performance requirements including cancellation, postponement or change of agreed dates and deadlines for the completion of Services;

    c) if agreed - acceptance of Services.

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Any change or departure of the contact person shall be notified to KIGROUP in writing without delay, as far as possible in advance.

5.2 The Services shall be provided in accordance with the dates and deadlines agreed in the Contract. Compliance with agreed deadlines and dates shall be subject to the condition that all outstanding technical issues have been clarified and that the Customer has fulfilled its respective duties to cooperate as set out in Section 5.4 at the respective time.

5.3 The Parties shall keep each other informed of the status of the Services within the framework of the project organization. In particular, the following is agreed for this purpose:

a) The Customer shall inform KIGROUP without undue delay if framework data of the Services, in particular changes in the relevant IT systems of the Customer or postponements of deadlines occur which may influence the Services and/or the performance of KIGROUP.

b) KIGROUP will inform the Customer within a reasonable period if

- compliance with agreed deadlines is delayed - for whatever reason;
- it turns out that agreed information or requirements of the Customer are incorrect, incomplete, ambiguous or technically impracticable;
- the performance of the Services is hindered by the lack of cooperation or delayed cooperation of the Customer.

5.4 Furthermore, the Customer shall be responsible for providing all cooperation necessary for the performance of the Services and shall provide or create the required physical, technical and organizational conditions for the provision of the Services in its sphere of responsibility. This includes in particular the following:

a) The Customer shall provide the IT systems of the Customer necessary for the provision of the Services and maintain their operational readiness and operational safety.

b) The Customer shall procure all rights of use to software applications and standard software from third-party manufacturers necessary for the performance of the Services to which the Services relate, insofar as their provision by the Customer has been agreed in the Contract.

c) The Customer shall grant KIGROUP access to the Customer's premises, hardware and software as well as telecommunications equipment to the extent required.

d) The Customer shall ensure that the contact person designated by the Customer as well as a sufficient number of qualified employees of the Customer are available to KIGROUP during the term of the Contract in order to be able to conduct any technical and organizational clarifications required within the scope of the execution of the Contract.

e) The Customer shall ensure that documents, materials and information requested by KIGROUP from the Customer's sphere of responsibility as well as authorizations or approvals required for the performance of the Services and any decisions on the progress of the project which may become necessary are determined, issued and transmitted to KIGROUP without delay.

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f)   The Customer shall provide KIGROUP with information on the Customer's IT systems, requirements and framework conditions, as far as recognizable on its own initiative, otherwise upon KIGROUP's request, in order to enable KIGROUP to provide the Services.

5.5   KIGROUP shall provide the Services as an independent company and shall independently determine the place and time of the Services within the scope of the agreed scope of the Services. KIGROUP is entitled to use affiliated companies of the KIGROUP group of companies as well as other subcontractors at KIGROUP's discretion for the performance of the Services and the Contract. KIGROUP's obligation to maintain confidentiality pursuant to Section 16 shall remain unaffected and KIGROUP shall oblige any subcontractors engaged to maintain confidentiality in an appropriate manner. KIGROUP shall be liable for the conduct of engaged subcontractors as for its own conduct.

6. Installations & acceptance of Services

6.1   Insofar as the installation of software programs on the Customer's IT systems in productive use is due within the scope of the Services, KIGROUP shall inform the Customer thereof and coordinate the installation procedure with the Customer.

6.2   The Services shall only require acceptance if this has been expressly agreed in the Contract. Insofar as the Parties have not made any special provisions for acceptance in the Contract, this shall take place as follows:

a)   KIGROUP shall notify the Customer in writing or electronically of the completion of the performance results awaiting acceptance.

b)   The procedure of acceptance shall be mutually agreed by the Parties.

c)   The Customer shall carry out the acceptance procedure immediately after receipt of the completion notice from KIGROUP; if necessary, KIGROUP shall provide appropriate support, in particular by instructing the Customer in the use of the performance result to be accepted.

d)   The Parties shall carry out the acceptance test together and shall draw up and sign a protocol after the acceptance procedure has been carried out. Any defects found during the acceptance test shall be documented in a comprehensible manner. If the Parties cannot agree on the existence of a defect or its severity, this shall be noted in the record.

e)   The Customer shall declare acceptance without delay if the acceptance procedure has been carried out successfully and the requirements agreed for the Services have been met. Otherwise, the acceptance may be refused by Customers in the acceptance protocol. The Customer may carry out partial acceptances, but is not obliged to do so. The Customer may not refuse acceptance due to insignificant defects.

f)   KIGROUP shall remedy any defects found in accordance with the warranty provisions of Section 12 below.

6.3   Performance results subject to acceptance shall be deemed to be in conformity with the Contract even without an express declaration of acceptance by the Customer if the Customer uses the performance result provided by KIGROUP in productive operation for a period of more than 3 weeks without objection.

7. Support Services

Support Services are exclusively and only part of the Contracts if they are designated and described in the Proposal of KIGROUP accepted by the Customer or in the Contract. The subject matter and scope of the Support Services are set out in the KIGROUP Proposal on which the Contract is based.

8. Maintenance Services

Maintenance Services are exclusively and only part of the Contracts if they are designated and described in the Proposal of KIGROUP accepted by the Customer or in the Contract. The subject matter and scope of the Maintenance Services are set out in the KIGROUP Proposal on which the Contract is based. In the absence of a provision therein, Coding Services shall exclusively comprise such actions and services which are necessary for maintaining and restoring the operational readiness of the software named in the Contract in its respective current version.

9. Prices & terms of payment

9.1   The remuneration to be paid for the Services shall be agreed by the Parties on the basis of KIGROUP's Proposals in the Contract. The prices are in each case exclusive of the applicable value added tax (VAT).

9.2   The due dates for the remuneration to be paid are stipulated in the Contract.

9.3   Invoices from KIGROUP are to be paid within 30 days of receipt of the invoice without discount. Payments shall be made exclusively to the account stated in the respective invoice.

9.4   If the Customer is in default with the payment of a not only insignificant amount, KIGROUP shall be entitled, without prejudice to further rights, to withhold Services not yet performed in accordance with the Contract as well as in accordance with other agreements agreed with the Customer.

10. Documents, software programs, reports & documentation

10.1   If the Customer provides KIGROUP with documents, in particular performance descriptions, concepts, sketches, specifications and/or lists of requirements (hereinafter collectively: "**Documents**") for the execution of the Contract, these shall remain the property of the Customer. The Documents and the information contained therein shall be kept confidential by KIGROUP in accordance with Section 16 and shall be used exclusively for the purpose of performing the Services and the Contract.

10.2   Software programs or program modules developed by KIGROUP shall be delivered to the Customer exclusively in object code form on a common data carrier or online; there is no entitlement to delivery of the source code if not otherwise agreed in the Contract.

10.3   KIGROUP is entitled to provide Coding Services in whole or in part on the basis of and by embedding open source software programs or code, provided that the Customer is granted rights of use to the performance results of the Coding Services exclusively for the Customer's own purposes without the authority to grant sub-licenses and KIGROUP has pointed out to the Customer the possibility of using open source software in the Proposal on which the Contract is based.

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10.4 Reports and documentation to be provided by KIGROUP shall be delivered in printed form or in a common electronic format of KIGROUP's choice; user documentation for software may also be provided as help functions integrated into the software.

11. Rights of use to performance results

11.1 Unless otherwise agreed in the Contract and/or unless otherwise provided in these GTC, the intellectual property and copyright in the performance results of the Services shall remain with KIGROUP and KIGROUP shall grant the Customer rights of use in the performance results of the Services in accordance with the following provisions:

11.2 **Software provided by Customers**

If the Customer provides software programs of third-party manufacturers in connection with the performance of the Services, the Customer shall ensure that the Customer and KIGROUP are granted all rights of use required for the performance of the Services by the third-party manufacturer. KIGROUP shall not grant the Customer any rights of use in this respect.

11.3 **Standard third-party software provided by KIGROUP**

If KIGROUP provides the Customer with standard software from third-party manufacturers within the scope of the Contract, KIGROUP shall ensure that the Customer is granted a non-exclusive, simple right to use the relevant standard software for the Customer's own purposes. The right of use is limited or unlimited in terms of territory and/or time in accordance with the license conditions of the third-party manufacturer. The granting of sub-licenses is permitted, restricted or excluded in accordance with the license conditions of the third-party manufacturer.

11.4 **Performance results from Customizing Services**

If KIGROUP provides Customizing Services for standard software within the scope of the Contract, KIGROUP grants the Customer a non-exclusive, simple right to use the relevant performance results in connection with the relevant Standard Software for the Customer's own purposes, subject to the rights in Section 11.7 below. The right of use is limited or unlimited in terms of territory and/or time in accordance with the license conditions of the third-party manufacturer for the relevant standard software. The Customer may transfer the performance result together with the relevant standard software to third parties. The granting of sub-licenses to third parties is excluded.

11.5 **Performance results from Coding Services (individual software)**

If KIGROUP has provides the Customer with individual software within the scope of the Contract, the intellectual property and copyright in the individual software in question shall remain with KIGROUP. However, KIGROUP grants the Customer a non-exclusive right, subject to the rights in Section 11.7 below, to use the relevant individual software for the Customer's own purposes in unmodified form. The right of use is unlimited in terms of territory and time and it is transferable to third parties. The granting of sub-licenses to third parties is excluded.

11.6 **Other performance results provided by KIGROUP**

If KIGROUP has to provide the Customer with other performance results of the Services protected by copyright or other property rights within the framework of the

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Contract, in particular reports and documentation, the intellectual property and copyright to the relevant performance result shall remain with KIGROUP. KIGROUP grants the Customer a non-exclusive right to use the relevant performance result for the Customer's own purposes in unmodified form. The right of use is unlimited in terms of territory and time. Insofar as the service result relates to software programs used by the Customer, the Customer may transfer the service result together with the relevant software to third parties. The granting of sub-licenses to third parties is excluded.

11.7 **Rights of use remaining with KIGROUP**

KIGROUP reserves the right, even in the event of the granting of exclusive rights of use to its performance results, to continue to use without restriction all performance results already created prior to the conclusion of the Contract, in particular to the templates, development tools developed or used by KIGROUP as well as to pre-existing technical know-how for its own purposes as well as for the purposes of third parties. Likewise, KIGROUP reserves the right to integrate the experience gained within the framework of the Contract without restriction as well as parts of the performance results provided to the Customer for exclusive use in templates, development tools and to use these for its own purposes as well as for the purposes of third parties. The obligation of KIGROUP to maintain confidentiality pursuant to Section 16 shall remain unaffected.

12. Performance quality and warranty for material defects

12.1 KIGROUP shall perform the Services with the diligence of a prudent business, considering standards customary in the industry and the state of the art in the field of information technology.

12.2 If the Services are work performances or deliveries, KIGROUP shall assume liability for material defects to the effect that the relevant objects of performance meet the requirements agreed in the Contract and are not afflicted with defects which nullify or reduce their suitability for the contractual purpose.

12.3 The Customer shall inspect the objects of performance provided by KIGROUP as work performances or as deliveries for the existence of material defects within the framework of the acceptance agreed in the Contract, otherwise immediately after handover by KIGROUP. Material defects discovered or ascertainable in this context must be notified in the acceptance report, otherwise within five working days after handover. Hidden material defects which were not or could not be detected during the acceptance or incoming inspection must also be notified within five working days of discovery.

12.4 Insofar as the objects of performance within the meaning of the aforementioned Section 12.2 show a material defect and the defect was notified in due time, KIGROUP shall be obliged and entitled to remedy the material defect at KIGROUP's discretion by rectification or new delivery. If the subsequent performance fails, the Customer shall be entitled to reduce the remuneration for the object of performance or to withdraw from the Contract. Claims for damages can only be asserted in accordance with Section 14.

12.5 The limitation period for material defect claims of the Customer is 12 months from the beginning of the statutory limitation period.

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13. Warranty of title, industrial property rights of third parties

13.1 KIGROUP assumes liability for defects of title to the effect that KIGROUP is entitled to grant the Customer the rights of use pursuant to Section 11 and that no rights of third parties, in particular property rights and/or copyrights, are infringed by the contractual use of the performance results of KIGROUP made available within the scope of the Contract.

13.2 The Customer shall immediately inform KIGROUP in writing if third parties assert against it that the contractual use of KIGROUP's performance results violates the rights of third parties within the meaning of the aforementioned Section 13.1. KIGROUP shall defend itself against such claims of third parties, support the Customer in the defense against these claims to the best of its ability and indemnify the Customer against any liability arising from the aforementioned claims of third parties.

13.3 If claims have been asserted against the Customer by third parties pursuant to Section 13.1, KIGROUP shall be entitled to

  a) modify the relevant performance result to the extent that an infringement of third party property rights is excluded or

  b) to acquire from the owner of the property rights, at its own expenses, a license to use the property rights, including the right to grant sublicences to the Customer for the scope of use agreed with the Customer.

The obligation to indemnify pursuant to Section 13.2 shall remain unaffected. Further claims for damages due to defects of title may only be asserted by the Customer in accordance with Section 14.

14. Liability for damages

14.1 Unless otherwise agreed in the Contract, KIGROUP shall be liable to the Customer without limitation in accordance with the statutory provisions in the following cases:

  a) in the event of intentional or grossly negligent conduct on the part of KIGROUP and its vicarious agents;

  b) in the event of death or injury to the body and/or health of a person;

  c) to the extent that KIGROUP should have guaranteed a certain quality of an object of performance to be handed over by KIGROUP; and

  d) to the extent that KIGROUP is liable for personal injury or property damage to private property pursuant to the Product Liability Act or mandatory provisions of applicable product liability law.

14.2 Unless otherwise agreed in the Contract, KIGROUP shall also be liable to the Customer for (lightly) negligent breach of material contractual obligations by KIGROUP and its vicarious agents. In these cases, however, KIGROUP's liability shall be limited to the foreseeable and contract-typical damage. All contractual obligations, the fulfilment of which is a prerequisite for the proper performance of the Contract and the observance of which the Customer relies on and may also rely on, shall be deemed to be material. The liability of KIGROUP pursuant to Section 14.1 remains unaffected. In all other respects, however, KIGROUP's liability is excluded.

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15. Contract period and termination

15.1   The project and contract duration shall be specified in the Contract. If no term is stip- ulated therein and the Services are to be accepted by the Customer, the Contract shall end with the successful acceptance of the Services by the Customer or with the expiry of the contract term.

15.2   The statutory rights of termination under the law on contracts for work and services and the right to extraordinary termination for good cause shall remain unaffected. Good cause for one of the Parties shall be deemed to exist in particular if

   a)   insolvency proceedings are opened against the assets of the other Party or the insolvency proceedings are rejected for lack of assets or the other Party ceases its payments;

   b)   the other Party's controlling and/or participating interests change in a way that is unreasonable for the other Party, in particular in the case of a transfer of par- ticipating interests and/or controlling powers involving a competitor of the Party entitled to terminate;

   c)   a Party continues the material breach of any provision of the Contract despite prior written warning.

15.3   Cancellations must be made in writing.

16. Secrecy, publications

16.1   The Parties mutually undertake to keep secret all technical, commercial and financial documents, programs and other information to which they have access in connec- tion with the Contract and which are designated as secret or confidential by the other Party or are recognizable as business or trade secrets according to other circum- stances, even after termination of the Contract.

16.2   The obligation of confidential treatment shall not apply to ideas, concepts, know-how and techniques or other information which the Parties can prove were already known at the time of receipt of such information or which demonstrably become known to them outside the cooperation in accordance with the provisions of the Contract with- out any breach of confidentiality obligations.

16.3   The duty of confidentiality pursuant to Section 16.1 shall continue to exist beyond a termination of the Contract as long as and to the extent that one of the conditions set out in Section 16.2 has not occurred with regard to the respective information.

16.4   Publications of a Party concerning details of the cooperation of the Parties require the prior consent of the other Party. However, KIGROUP shall be entitled to list the Customer as a reference customer on websites of the KIGROUP group of companies or vis-à-vis current or potential interested third parties.

17. Loyalty

17.1   The Customer undertakes not to entice away or to headhunt employees of KIGROUP for itself, for its company or for a third company during the term of the Contract and for a period of two years from its termination.

17.2   In the event of a culpable violation of the non-solicitation clause pursuant to Section 17.1, the Customer undertakes to pay a contractual penalty in the amount of twice the

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gross annual salary of the relevant employee at KIGROUP at the time of his/her departure from KIGROUP. The right of KIGROUP to assert further damages shall remain unaffected.

18. Data protection

18.1   In connection with the Contract, the Parties shall each ensure on their own accountability that the statutory provisions of data protection relevant to them are complied with.

18.2   Controller for the processing of the Customer's personal data in the context of the contractual relationship with the Customer within the meaning of Art. 4 No. 7 of the EU Data Protection Regulation (GDPR) is the KIGROUP Group company with which the Customer has a business relationship or from which the Customer has requested an offer or other services. The legal basis for the data processing is Art. 6 para. 1 sentence 1 lit. b GDPR (which permits the processing of data for the fulfilment of a contract or pre-contractual measures with the data subject) and that of Art. 6 para. 1 sentence 1 lit. f GDPR (which permits the processing of data on the basis of the overriding legitimate interest of the person responsible). Further information on the processing of personal data in the context of the business relationship as well as on the rights of data subjects with regard to their data and the contact details of the data protection officer of the companies of the KIGROUP group of companies can be found in the attached *Information on the processing of personal data in the context of the business relationship with customers of the companies of the KIGROUP group of companies pursuant to Art. 13 EU General Data Protection Regulation (GDPR)* .

18.3   Insofar as the execution of the Contract involves the processing of personal data by KIGROUP on behalf of the Customer and KIGROUP processes corresponding personal data as the Customer's processor pursuant to Art. 4 No. 8 GDPR, the Parties shall separately conclude an agreement on commissioned processing pursuant to Art. 28 GDPR which complies with the provisions of data protection law. The same shall apply if, in the context of the contractual relationship, the processing of personal data is carried out under the joint controllership of KIGROUP and the Customer pursuant to Article 26 GDPR.

19. Obstacles to performance and force majeure

19.1   KIGROUP shall not be liable for non-performance or delay of Services to the extent that the non-performance or delay is due to circumstances beyond the control of KIGROUP and which could not have been prevented by KIGROUP with reasonable measures. These include fire damage for which KIGROUP is not responsible, floods, industrial disputes, operational disruptions caused by third parties, official decrees as well as travel and contact restrictions caused by pandemics and similar circumstances.

19.2   KIGROUP shall inform the Customer immediately of the occurrence of an event of force majeure and coordinate with the Customer on the further course of action. The right of each Party to terminate the Contract for good cause in the event of a prolonged Force Majeure shall remain unaffected.

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20. Compliance

20.1 The Parties mutually undertake to comply with the legal provisions applicable to them in connection with the Contract. This concerns in particular anti-corruption and money laundering laws as well as antitrust, labor and environmental protection regulations.

20.2 In the event of a serious breach of statutory provisions or the provisions of the Contract on the part of the Customer, KIGROUP reserves the right to terminate the Contract for good cause, without prejudice to further claims.

21. Settlement of disputes

21.1 Disagreements between the Parties in relation to the Contract shall be resolved, where possible, at the level of the Parties' contact persons. If the dispute cannot be resolved at this level within a reasonable period of time, an agreement shall be sought at the level of the management of the Parties.

21.2 If no agreement is reached between the Parties in accordance with Section 21.1, either Party may submit the dispute to the conciliation body of the German Association for Law and Information Technology (DGRI) for the submission of a non-binding conciliation proposal in accordance with the conciliation rules then in force. The costs of the involvement of the conciliation board shall be borne by the Parties in equal parts. If the Parties do not declare their agreement with the proposal of the arbitration board within three weeks of the announcement, each Party shall be entitled to take legal action in accordance with Section 22 below.

22. Applicable law, place of jurisdiction

22.1 The Contract and these GTC shall be governed by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

22.2 The place of jurisdiction for all disputes arising from and in connection with the Contract shall be the courts in Cologne, Germany. Alternatively, each Party shall be entitled to bring an action against the other Party at its place of business. Except for the case of interim legal protection, the above jurisdiction agreements are conclusive.

23. Final provisions

23.1 The Customer is not entitled to assign claims against KIGROUP arising from the Contract to third parties. This shall not apply insofar as monetary claims are concerned.

22.2 Deviations from these GTC require at least the text form. This also applies to the amendment of this Section.

23.3 Should individual or several provisions of these GTC be or become invalid, this shall not affect the validity of the remaining business conditions.

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