

Notice on Applicability: These General Terms and Conditions apply exclusively to legal transactions between SIMPLEKSO GmbH and entrepreneurs (B2B) within the meaning of Section 14 of the German Civil Code (BGB). SIMPLEKSO GmbH does not provide services to consumers (B2C). The conclusion of contracts with consumers is expressly excluded.

General Terms and Conditions (T&C)

of SIMPLEKSO GmbH

Status: June 2026

PART A: GENERAL PROVISIONS

§ 1 Scope and Contractual Structure

1. These General Terms and Conditions (hereinafter "T&C") apply to all contracts, offers, and services between SIMPLEKSO GmbH, Neue Plantage 6, 14467 Potsdam, Germany (hereinafter "Provider") and its clients (hereinafter "Client") regarding consulting, conceptualization, design, implementation, development, support, and hosting services in the digital sector.
2. These T&C apply exclusively to business-to-business (B2B) transactions within the meaning of Section 14 of the German Civil Code (BGB). Any deviating, conflicting, or supplementary general terms and conditions of the Client shall not become part of the contract unless the Provider expressly agrees to their validity in writing.
3. The contractual cooperation is structured in a two-tier framework: The legal foundation is established by these T&C. The specific operational performance contents, budgets, estimates, and specific assumptions are defined in independent assignments (hereinafter "Project Order").
4. In the event of contradictions between the documents, the following order of precedence shall apply:
 - The respective Project Order (including its specific annexes and assumptions);
 - These T&C.

§ 2 Conclusion of Contract and Offers

1. All offers made by the Provider are subject to change and non-binding unless a firm binding period (validity period) is expressly stated in the respective offer. They merely constitute an invitation to the Client to place a Project Order. If a binding period is defined in the offer, the Provider is only bound to the terms contained therein if the Project Order, legally signed by the Client, is received by the Provider within this period.
2. A contract is only concluded upon the written or digital signature of a Project Order by both parties or upon the actual commencement of service performance by the Provider.
3. The Provider is entitled at any time to utilize qualified subcontractors and freelancers to fulfill its contractual obligations. The Provider remains fully responsible to the Client for the proper performance of the services.

§ 3 Remuneration and Payment Terms

1. The remuneration is based on the terms agreed in the respective Project Order. All prices are net amounts exclusive of the applicable statutory value-added tax.
2. Value-Based Remuneration (Epic Pricing): The remuneration for functional work packages (hereinafter "Epics") is based on the contractually agreed total economic and technological value of the delivery. These shall be deemed value-based lump-sum budgets per Epic. The remuneration is due in full upon delivery of the functional requirements of the respective Epic or the agreed milestone. The Provider owes the contractually agreed implementation of the scope of services but is not obliged to disclose working hour records, internal calculation bases, timesheets, or logs of hours worked. Any claim by the Client to the disclosure of such data is expressly excluded.
3. Invoices are due for payment within 14 days from the invoice date without any deduction.
4. If the Client defaults on payment, the Provider is entitled to demand statutory default interest in accordance with Section 288 of the German Civil Code (BGB) and to temporarily suspend work on all ongoing Project Orders of the Client until full payment is received (Right of Retention).

§ 4 Retention of Title and Transfer of Rights (IP)

1. All content, data, and materials provided by the Client to the Provider for the purpose of contract fulfillment shall remain the property and within the rights of the Client. The Client grants the Provider a temporally and spatially limited, royalty-free right of use thereto, insofar as this is required for the performance of the contractual services.
2. The Provider generally grants the Client a simple, temporally and spatially unrestricted right of use and exploitation for the contractually intended purpose in the work results created specifically for the Client within the scope of a Project Order (hereinafter "New Works").
3. Strict Retention of Title: The transfer of any and all rights of use and exploitation in the New Works is expressly conditioned upon full payment of the total remuneration agreed in the respective Project Order. Any premature use prior to full payment is not permitted and may be prohibited by the Provider.
4. If open-source components or third-party products are integrated into the work results, a transfer of rights shall only take place within the scope and in accordance with the respective applicable open-source or third-party license terms.
5. Reference Use: The Provider is entitled to name the Client as well as the project implemented for the Client as a reference (e.g., on the website or in presentations) after successful completion. However, the publication of detailed case studies or in-depth project reports shall only take place after prior consultation and approval by the Client in text form.

§ 5 Limitation of Liability and Damages

1. The Provider is liable without limitation for damages resulting from injury to life, body, or health caused by an intentional or negligent breach of duty by the Provider, its legal representatives, or vicarious agents, as well as for intent, gross negligence, and under the German Product Liability Act (Produkthaftungsgesetz).
2. In the event of a slightly negligent breach of a material contractual obligation (cardinal obligation – i.e., an obligation whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the Client regularly relies), the Provider's liability is limited to the compensation of the foreseeable, contract-typical damage.
3. Liability Cap Limited to the Value of the Project Order: In the cases specified in § 5 (2), the total liability of the Provider per damage event and for all damage

events within a Project Order shall be limited to a maximum of the total order value of that specific Project Order in which the breach of duty causing the damage occurred. Liability for indirect damages, lost profits, or consequential damages is excluded.

4. For the loss of data, the Provider shall only be liable under the conditions of § 5 (2) in the case of slight negligence, and only for the effort that would have been incurred for recovery if proper, state-of-the-art, and regular data backups had been performed by the Client.

§ 6 Confidentiality (NDA)

1. The parties undertake to treat all confidential information (in particular commercial, technical, or organizational data, source codes, and documents) that becomes known to them within the scope of the cooperation as strictly confidential and to use it exclusively for the purposes of the respective Project Order.
2. Information is deemed confidential if it is marked as such or if its confidentiality arises from the nature of the matter.
3. This obligation shall survive the termination of the cooperation for a period of three (3) years. Insofar as a separate, independent Non-Disclosure Agreement (NDA) has been signed between the parties, its provisions shall prevail in case of doubt.

§ 7 Governing Law, Jurisdiction, and Form

1. This contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
2. The place of performance and exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual relationship is the registered office of the Provider (Potsdam, Germany).
3. Amendments and supplements to contractual agreements require text form or an electronic signature to be effective (e.g., simple electronic confirmation within the Provider's project management system, email, or digital signature).

PART B: SPECIFIC PROVISIONS FOR DIGITAL PROJECTS

These provisions find application to the execution of individual, software development, and integration projects.

§ 8 Agile Service Performance and Epic Budgets

1. Unless expressly agreed otherwise in writing in the respective Project Order using the term "guaranteed work with work-contractual success guarantee", all digital projects are performed on a service-contractual basis pursuant to Section 611 of the German Civil Code (BGB). The object of the contract is the professional execution of the agreed development and consulting services, not the achievement of a specific economic success.
2. The structuring and budgeting of projects is carried out on the basis of functional work packages ("Epics").
3. If a budget framework ("Range Offer" from/to) is agreed for an Epic in the Project Order, this framework is based on an internal risk assessment regarding the known requirements. The achievement of the functional milestone within this range entitles the Provider to invoice the agreed budget amount. The Provider will inform the Client in a timely manner if it becomes apparent that an Epic will exceed the originally targeted budget.

§ 9 Handling of Assumptions and Dependencies

1. Each Project Order contains a list of project-specific assumptions and dependencies. These assumptions (e.g., the error-free availability of third-party interfaces, prompt cooperation by the Client, provision of consistent data structures) form the calculative basis of business for the estimated budget range.
2. If an assumption or dependency defined in the Project Order proves to be incorrect, incomplete, or faulty, or if risks materialize that were expressly excluded in the Project Order, the estimated budget range for the affected Epic shall automatically lose its binding effect.
3. In this case, the Provider is entitled to temporarily pause work on the affected Epic until the additional effort and the new parameters have been rearranged by a written Change Order (CO) between the parties.

§ 10 Cooperation Obligations and Default of Acceptance

1. The Client is obliged to support the Provider comprehensively and in a timely manner in the performance of the services. This includes, in particular, the timely provision of correct data, texts, media, licenses, as well as unhindered remote access to the target systems via secure protocols.
2. If the Client defaults on its cooperation obligations (e.g., through delayed approvals or missing feedback within the sprint cycle), the Client shall automatically be in default of acceptance. The Provider is entitled to deploy the affected developer resources elsewhere for the duration of the delay. The damage verifiably incurred due to the idle capacity (readiness costs based on the rate card stored in the Project Order) will be invoiced to the Client.

§ 11 Acceptance for Milestones (Automatic Milestone Release)

1. Insofar as the creation of a specific work (fixed-price work contract) was exceptionally and expressly agreed in the Project Order, the following provisions shall apply to the release:
2. The Provider shall notify the Client of the completion and readiness for release of the final milestone or an Epic milestone defined in the Project Order (e.g., by providing access on a testing environment or via presentation in a review meeting).
3. The Client is obliged to test the result of the milestone within 10 working days (Testing Period) and to report any significant defects in text form with a detailed description.
4. Approval by Lapse of Time: The performance of the respective milestone shall be deemed fully and flawlessly released if the Client does not object to significant defects that prevent the contractually intended use in writing within the 10-day Testing Period. An exception shall only apply if the Client proves that a notification within the period was impossible due to circumstances beyond its control and that the defects were raised immediately thereafter.
5. Release of a milestone may not be refused due to insignificant defects. Such remaining points shall be resolved within the scope of regular warranty.

§ 12 Technology-Specific Disclaimer (SaaS / Open Source / AI)

1. For projects that involve the integration of proprietary third-party SaaS platforms and cloud systems, the licensing and terms of use of the respective

manufacturer shall apply supplementarily. The Provider owes the professional configuration and integration according to the state of the art, but assumes no warranty or liability for the permanent availability, error-free operation, or API stability of the third-party provider's infrastructure.

2. For projects based on open-source software and community components, the Provider is not liable for security vulnerabilities, conceptual errors, or license violations originating in the core code or in third-party plugins of the respective open-source systems.
3. In the implementation of systems based on Artificial Intelligence (AI) or Large Language Models (LLMs), the Provider owes a connection corresponding to the current state of the art as well as the implementation of standard technical safeguards (e.g., filter prompts, validation structures). Due to the inherent, non-deterministic nature of AI models, the Provider assumes no liability for unpredictable, system-related errors, content deviations (hallucinations), the lack of third-party intellectual property rights in the base model provided by the manufacturer, or the constant quality of the outputs generated by the AI.
4. Subsequent adjustments necessitated by updates, modifications, or the discontinuation of programming interfaces (APIs) by third-party providers, AI platforms, or open-source core systems are not included in the original cost estimate and will be budgeted as a new Project Order or Change Order.

PART C: SPECIFIC PROVISIONS FOR SUPPORT, MAINTENANCE, AND SLAs

These provisions find application to ongoing support, system maintenance, incident management, and ongoing technical support.

§ 13 Agile Support Control and Flexible Annual Budget

1. The operational execution of regular support, optimization, and continuous development services is carried out as standard within the framework of temporally defined working cycles (Sprints). The planning, assignment, and documentation of tasks take place exclusively within the Project Management System provided by the Provider.
2. Maintenance Retainer (Flexible Annual Contingent): If the Client books a recurring monthly support budget (flat-rate fee) in the Project Order, the agreed monthly hour or performance contingent serves as an operational guideline for filling the Sprints.
3. Holiday and Flexibility Provision: To account for operational fluctuations (e.g., during summer holidays or project-free phases), unused monthly contingents do not automatically expire at the end of the month. Instead, the parties agree on a flexible annual contingent. Deviations from the monthly guideline value (under- or overruns) are permissible and will be balanced within the annual budget, provided that the parties have jointly coordinated and approved the adjustment of the upcoming Sprints at least 4 to 6 weeks in advance within the scope of sprint planning. Contingents not used at the end of the contract year expire without any claim to refund.

§ 14 Incident Management (Error Reporting and SLAs)

1. Differentiated from this are critical system malfunctions (Incidents). An Incident exists if the productive use of the overall system or a business-critical core process is significantly disrupted or impossible.
2. Malfunction reports must be submitted by the Client exclusively via the communication channel defined by the Provider (the digital Ticket System or a dedicated emergency email address). A report via other channels does not set agreed Service Level Agreement (SLA) time limits into motion.
3. Incident management within the framework of agreed SLAs comprises the qualified response (Response Time) as well as the demonstration of a temporary solution path to bypass the error (Workaround). The final resolution

of the underlying root cause in the source code or system core (Root Cause Resolution) is expressly not part of the standard incident management, but will be scheduled as a separate Change Request in the next regular Sprint or budgeted as a separate offer.

§ 15 The "Wait Customer" Rule

1. If the Provider requires additional information, access data, logins, or approvals from the Client for the analysis or resolution of a ticket, the Provider will set the ticket status in the system to "Wait Customer" (or a corresponding equivalent).
2. Upon setting this status, the Provider's agreed SLA clock (response and processing time) is paused with immediate effect. It only resumes running from the moment the Client has provided the requested information completely and documented it within the ticket.
3. If a ticket remains in the "Wait Customer" status for longer than five (5) working days without any substantive reaction from the Client, the Provider is entitled to close the ticket as unresolved. A subsequent reactivation shall be treated as a new ticket.

§ 16 Technical Risk Mitigation and Scope Alignment in Support Operations

1. Proprietary Third-Party SaaS Platforms and Cloud Systems: If the cause of a malfunction lies within the infrastructure, a global server outage, a faulty automatic core update, or an unannounced API modification by the manufacturer of the proprietary third-party SaaS platform, all of the Provider's SLAs shall automatically pause. The Provider will, upon the Client's request, handle the monitoring of the manufacturer's ticket, but shall not be liable for the response or resolution times of the third-party provider.
2. Open-Source Software and Community Components: During the maintenance of open-source systems, the Provider owes the professional deployment of official security patches and stable version updates. If errors, incompatibilities, or undetected security vulnerabilities within community plugins or the core code of the open-source system lead to malfunctions, the Provider shall not be liable for this. The resolution of such externally caused errors takes place outside of agreed SLAs as a fee-based additional budget.

3. Artificial Intelligence (AI) and Custom AI Pipelines: The Client acknowledges that AI models and Large Language Models (LLMs) are subject to continuous change by the global providers. If AI models change their response behavior after an update (e.g., due to altered weightings, modified filtering policies, or hallucinations), this does not constitute a defect in the Provider's performance. The recalibration of prompts, vector databases, or interfaces (AI Blending) will be treated as a Change Request.
4. Supplementary Conditions for Infrastructure & Hosting (General Contractor Status): Insofar as the Provider acts as a general contractor providing web hosting or server infrastructure for the Client via external infrastructure service providers (subcontractors), the following specific regulations apply:
 - The Provider passes the availability guarantees and service levels of the actual infrastructure service provider (data center operator) one-to-one to the Client.
 - In the event of server outages, network node disruptions, or physical defects in the data center, the Provider's SLAs shall rest. In the event of damage, the Provider's liability to the Client is limited to the extent to which the external infrastructure service provider is liable to the Provider in the event of recourse. Any strict, no-fault guarantee liability of the Provider for server availability or pre-existing defects under landlord-tenant law pursuant to Section 536a (1) of the German Civil Code (BGB) is expressly excluded (colloquially referred to under German law as 'verschuldensunabhängige Garantiehafung').