

Terms of Service

Part 1: General Terms

Section 1: Scope

1. These Terms of Service ("ToS") are valid for and apply to services which Next Matter GmbH, Gormannstraße 14, 10119 Berlin, Germany (hereinafter referred to as "Next Matter"), provides to its customers under respective orders.
2. The Next Matter Services are offered only to non-consumers. Therefore, consumers as defined in Section 13 of the German Civil Code (BGB) cannot become customers of Next Matter for Next Matter Services. The SaaS services include the provision of the appropriate version of the software, depending on the plan selected. Other terms and conditions of business apply to consulting, training and customer-specific development services as well as to any other services.
3. The specific Next Matter Services to be provided by Next Matter shall be requested by the customer through appropriate orders (see Section 3).
 - 3.1. The ToS shall apply also to any subsequent extension of Next Matter Services already ordered and to any subsequent extension of the extent of their use.
 - 3.2. Any and all obligations of Next Matter GmbH under this Agreement shall apply only with respect to the Next Matter Services ordered and their functionalities.
4. Any deviating or supplementary terms and conditions of business of the customer shall apply only if expressly accepted in writing by Next Matter. The provision of any service by Next Matter without reservation shall not be deemed acknowledgement of the customer's terms and conditions of business.

Section 2: Conclusion of the Agreement

1. The contract (hereinafter referred to as the "Agreement") shall be concluded upon the customer's order based on Next Matter's order form and receipt by the customer of Next Matter's corresponding order confirmation by email, but no later than upon Next Matter's performance of the services.
2. Should the customer extend the Agreement by ordering additional services or any extension of a service (e.g., plan upgrades, additional users), the date of conclusion of the Agreement shall be the date of the initial order.

Section 3: Remuneration, ancillary costs, payment due dates

1. The amount of the service fees and the billing period result from the respective order.
2. The service fee shall be payable in advance at the start of the billing period upon issuing of the relevant invoice by Next Matter. Additional fees caused by surpassing the plan limitations will be invoiced with the next due service fee. The invoice shall be paid within ten days of its due date. The customer shall be in default automatically upon expiry of the time allowed for payment, without the need for Next Matter issuing a reminder.
3. Where the Agreement for a pay-for online service commences during the billing period, the service fee shall be calculated pro rata temporis. To calculate such proportional service

fees, one-thirtieth of the monthly service fee shall be charged for each day of a monthly service fee.

4. Next Matter may adjust the amount of the service fee at the end of the billing period by giving three months' written notice. In such a case, Section 12.4. of these ToS shall apply.

5. All prices are free-of-expense net cash prices and exclusive of the statutory value added tax applicable at the time of service provision and any other taxes and customs duties payable for Next Matter Services.

6. Payments shall be made using the method of payment selected upon registration. In the case of payments based on invoices, the customer shall make payment to the account specified in the invoice in such a way that bank charges will be borne by the customer and Next Matter will have received the money at the latest on expiry of the time allowed for payment. In the case of other methods of payment (e.g. credit card, direct debiting), Next Matter shall initiate the payment when it is due.

7. In the event of default, Next Matter shall be entitled to charge interest in the amount of 9 percentage points on top of the interest rate of the European Central Bank applicable at the time, subject to the reservation of claiming further damages. In the event of default of payment or other reasonable doubt about the customer's ability to pay or creditworthiness, Next Matter shall, notwithstanding other rights, be entitled to demand collateral and advance payment for outstanding services and to immediately claim all receivables from the business relationship.

8. If the customer is in default of payment of more than one invoice or substantial parts thereof, Next Matter shall have the right to revoke the granting of rights and to prevent access for use of the Next Matter Platform and the Next Matter Services. In any case of doubt, neither such revocation nor the prevention of access shall represent withdrawal from the Agreement. Access shall be enabled again as soon as the customer has fully settled all payment arrears.

9. The customer may retain or set off with any claim only if it is undisputed or has been determined without further legal recourse. Moreover, the customer may claim any right of retention only to the extent it is based on the same contractual relationship as Next Matter's claims.

Section 4: Intellectual property rights

1. Next Matter warrants that the Next Matter Services provided by it, to its knowledge, are free from third-party intellectual property rights that exclude or restrict their use by the customer in accordance with the Agreement.

2. Should any infringement of intellectual property rights pursuant to paragraph 1. above be asserted after conclusion of the Agreement and should the use of the Next Matter Services in accordance with the Agreement be impaired or prohibited, Next Matter shall be obliged to either adjust or replace the Next Matter Services in such a way that they no longer infringe the intellectual property rights but still comply with the contractual provisions or to obtain the right to enable use of the Next Matter Services without restriction and without additional costs in accordance with the Agreement, at Next Matter's option.

3. The customer shall be obliged to forthwith inform Next Matter in writing if any claims are raised against it based on an infringement of intellectual property rights and to act in agreement with Next Matter in the dispute with the third party.

3.1. Next Matter shall in particular have the right, and be obliged to the extent this is legally permissible, to conduct all legal disputes that arise from such claims at its own expense. Next Matter shall indemnify the customer from and against any and all costs and claims that are raised against the customer in the context of a third-party claiming infringement of intellectual property rights.

3.2. The customer cannot claim further damages if Next Matter was not aware of the intellectual property rights.

Section 5: Liability and damages

1. For damage caused by injury to life, body or health, in the event of liability under the German Product Liability Act (Produkthaftungsgesetz) or under a guarantee and in the case of wilful intent or gross negligence, Next Matter shall be liable in accordance with the legal regulations.

2. Next Matter's liability for damages regardless of negligence or fault for defects that already existed when the respective individual order was placed shall be excluded.

3. In any case not covered by paragraph 1. above, any liability shall be excluded in the case of free-of-charge Next Matter Services.

4. The following shall apply in the case of Next Matter Services provided in return for payment not covered by the cases of paragraph 1. above:

4.1. Next Matter shall be liable for insured risks, in particular those covered by the business liability insurance, up to an amount of EUR 500,000.00.

4.2. For claims not insured, Next Matter shall be liable, irrespective of the basis of the claim that may come into consideration, also for its own employees and for third parties involved in the context of the Agreement up to a maximum pecuniary claim in the amount of the average service fee for the last six months.

4.3. Unless a material contractual obligation (obligation fulfilment of which makes proper performance of the Agreement possible in the first place and discharge of which the contractual partner may typically rely on) has been breached, liability on the part of Next Matter shall be excluded.

4.4. Likewise, liability on the part of Next Matter for indirect and consequential damage caused by a defect shall be excluded.

Section 6: Statute of limitations

1. Except if they are based on wilful intent, claims for damages shall become statute-barred after one year of the circumstances giving rise to the claim becoming known.

Section 7: Force majeure

1. Force majeure events (meaning circumstances and events that cannot be prevented by using due diligence in business management) shall suspend the contracting parties' contractual obligations for the duration of the disturbance and to the extent of its effects. Should the restrictions resulting from such events be effective for more than 14 days, either contracting party shall be entitled to terminate the Agreement with respect to the Next Matter Service affected without observing any further deadline. Further claims cannot be asserted.

2. The consequences of any industrial action at Next Matter or a third party for which Next Matter is not responsible shall likewise be a force majeure event if they have an impact on the performance of Next Matter.

Section 8: Secrecy

1. Both contracting parties shall be obliged to treat as strictly confidential any and all information about secret knowledge or internal company matters of the other contracting party obtained before or after conclusion of the Agreement. This shall apply in particular to all information about the Next Matter Services that is not publicly available and to the customer's data processed in the context of the Next Matter Services.

2. Both contracting parties shall in writing bind to secrecy, to the extent mentioned, their employees (including temporarily employed persons, student apprentices and the like) and any subcontractors possibly engaged for the performance of the Agreement and provide to the other contracting party the relevant declarations of obligation. The obligation of secrecy shall continue in effect without limitation also after the end of this Agreement.

3. customer agrees that Next Matter may refer to the customers name and trademarks in Next Matter marketing materials, case studies and website. However, Next Matter will not use material, that is explicitly covered in a mutually agreed non-disclosure agreement (“NDA”) between the customer and Next Matter. As such, any NDA has precedence over this clause.

Section 9: Miscellaneous

1. Except where these ToS give Next Matter unilateral rights of amendment or adjustment, any amendment and/or supplement shall only be valid if made in writing. This written form requirement may also be waived only in writing. Any amendment or supplement in the context of the contractually agreed amendment or adjustment rights may also be communicated via the Next Matter Platform and shall take effect as soon as the customer has been made aware of the amendment or supplement when it accesses the Next Matter Platform again and had the opportunity to take note of and print out the amendment or supplement.

2. Should any individual provision of the Agreement or these ToS be invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties shall be obliged to replace such invalid provision with a valid provision coming as close as possible to the economic purpose of the invalid provision.

3. The law of the Federal Republic of Germany shall apply exclusively. The provisions of the UN Convention on Contracts for the International Sale of Goods (CISG) and any reference to foreign state law shall not apply.

4. The exclusive place of jurisdiction and fulfilment for all obligations under this Agreement shall be Berlin.

Part 2: Terms related to Software as a Service

Section 10: Definitions

1. “Next Matter Services” means the provision of software applications, including associated offline components and any associated file templates and documentation, on a system platform made available or used by Next Matter.

2. “Next Matter Platform” means the totality of the hardware and software (system platform) that is kept available by Next Matter, directly or indirectly, to provide the Next Matter Services. Any hardware and/or software for communicating with the Next Matter Platform or a third party, such as browser or virtualisation software, shall not be part of the Next Matter Platform, even if kept available by Next Matter.

3. “Availability” means the technical usability of the Next Matter Platform at the transfer point for use by the customer, as more specifically defined in Section 6.

4. “Fault” means an objectively detrimental deviation of the functionality of an Next Matter Service from the functionality described in the application documentation or, where a functionality is not described, from the functionality of an Next Matter Service that can usually be expected.

Section 11: Provision of the Next Matter Services

1. The subject-matter of the Agreement shall be the provision of the Next Matter Services specified in the order, placed by the customer on servers located at places which Next Matter may determine in its sole discretion, for use by the customer for its own business purposes via the internet, using browser software, a mobile app or any other means agreed to in the Agreement.
2. The content of the functions shall be as defined in the online documentation which is available as part of the Next Matter Platform.
3. The service fee covers the quantity of runs and workflows included in the ordered package. Runs and workflows exceeding the included quantity will be charged additionally.

Section 12: Hardware, system software and infrastructure

1. Next Matter shall provide the hardware, including system software and electronic data processing technical infrastructure, that is necessary for providing the Next Matter Services and shall ensure the technical operation of the Next Matter Platform. Next Matter reserves the right to change the service provider that hosts the Next Matter Services and/or to have the solution hosted at third-party data centres.
 - 1.1. External access to the Next Matter Platform at the connection point (e.g., the hardware and software equipment of the customer's clients and the provision of appropriate access to the internet) shall be the customer's responsibility. The transfer point for the Next Matter Services and application data shall be the connection point of the Next Matter Platform with the public telecommunications network (outbound port of the outbound router of the Next Matter Platform).
 2. During the term of an individual agreement, Next Matter shall keep storage space available on the EDP technical infrastructure (in particular in the database and the file system) for the data generated by the customer and for the data necessary for using the Next Matter Platform.
 - 2.1. Any additional storage space used shall be charged for at the prices defined in the individual agreement, if defined there, or according to the Next Matter price list valid at the time of ordering. When the individual agreement ends, Next Matter shall keep the customer's application data stored on the Next Matter Platform available for one further month in order for the customer to download it. If the customer accordingly instructs Next Matter, Next Matter shall transfer the application data to the customer through a suitable medium within that time period. Upon expiry of the one-month time limit, the customer's application data will be irretrievably deleted from the Next Matter Platform.
 - 2.2. Next Matter shall carry out a daily backup of the database and the file system on a weekly rolling basis. The customer shall be responsible for complying with any legal retention periods. Should it be necessary to reimport data from the backup copies into the production system due to a loss of data for which Next Matter is not responsible, Next Matter shall charge the customer in addition for the expenditure caused by this according to the price list valid at the time.

Section 13: Availability

1. For the Next Matter Services selected under an individual order, Next Matter shall guarantee a minimum Availability of 99%. This target value shall always refer to one full calendar year. This indicator shall be determined by multiplying the achieved Availability in minutes by 100 and dividing the result by the achievable Availability in minutes, with
 - (a) the achieved Availability in minutes being the value of the defined Availability time in minutes (total time) less both the total of the downtimes within the defined Availability time in minutes and the total of the planned or excluded non-availability in minutes;
 - (b) the achievable Availability in minutes being the value of the defined Availability time in minutes (total time) less the total of the planned or excluded non-availability in minutes.

The result shall be commercially rounded to the first decimal place.

In this provision, “indicator” shall mean the Availability, expressed in percentage points, and the “total of the planned or excluded non-availability” shall refer to the total in minutes of the following values:

- All downtimes of less than 15 minutes.
- Scheduled maintenance work, provided that Next Matter shall announce such work to the customer at least 8 hours in advance via the Next Matter Platform. Next Matter shall strive to carry out scheduled maintenance work during weekends, from 6 am CET on Saturdays to 4 am CET on Mondays, where this can reasonably be done.
- Any non-availability caused by force majeure or circumstances beyond the control of Next Matter. This shall include, in particular, natural disasters, inundation, fire, earthquakes, terrorist attacks, social unrest, strikes, action taken by the government, disturbance of the internet and unlawful attacks by third parties on the infrastructure of the Next Matter Platform.

1.1. The contractually agreed Availability target shall be deemed to have been achieved if Next Matter has achieved the defined threshold value within the measuring period. The measuring period shall always be one full calendar year. Should the customer order the online service during a calendar year, the Availability for the service provision period already expired shall be 100%.

2. Next Matter may adjust the Availability target by giving three months' written advance notice to the customer. In such a case, Section 12.4. of this Agreement shall apply.

3. Where Next Matter is responsible for not achieving the Availability agreed here, the customer may deduct from the remuneration that would be payable for the respective year 0.05% as liquidated damages for each 0.1% of Availability not achieved. With this, all claims based on the temporary non-availability of the Next Matter Platform shall be satisfied, except where Next Matter has caused it by wilful intent or gross negligence.

4. To assert the claim, the customer shall have to provide to Next Matter within 90 days of the end of the measuring period a detailed list of the downtimes, stating date, time and duration.

Section 14: Rights of use

1. During the term of the respective agreement, the customer shall have a non-exclusive right, not including the right to grant sub-licences, to use the Next Matter Services and the application documentation for its own business purposes. The customer is in particular not allowed to modify the Next Matter Platform beyond the configuration options provided to it.

2. The right of use is not transferable and the Next Matter Platform must not be used by or for the benefit of any third party, neither in whole nor in part, unless such use is for the customer's own business purposes. Any letting or lending out and any other transfer of rights of use to a third party, temporarily or permanently, with or without consideration, and the enabling of the use of the Next Matter Platform by a third party are expressly prohibited.

3. The Agreement shall not grant the customer any property rights of whatever nature nor any permanent rights of use or rights of use that exceed the term of the Agreement and the respective functionalities of the Next Matter Services. Next Matter shall remain the owner of all rights to the Next Matter Services and the underlying software applications in original, copied or modified form.

Section 15: Changes to the Next Matter Services

1. Next Matter continuously develops the Next Matter Platform and the Next Matter Services and may use new versions in its sole discretion.

2. However, the customer shall not be entitled to demand the use of new versions, except where such use is necessary due to changes of legislation. For the purposes of this provision, a change made on the basis of a contract or unilateral regulation outside of formal legislation shall not be deemed to be a change of legislation, even if such change requires the legislator's declaration of binding nature or acknowledgement.
3. Next Matter shall be entitled to discontinue individual functionalities of the Next Matter Services by giving six months' notice. In such a case, Section 12.4. of these ToS shall apply.

Section 16: Support

1. Next Matter may provide support services in order to advise and assist the customer. The level of support provided for each plan is detailed in the [Pricing](#) page.
2. Faults shall be reported through the communication channels and at the business hours specified on the Next Matter Platform. Should the Next Matter Platform not be available for this, Faults may also be reported using the support contact details provided on the Next Matter website.

Section 17: Defects as to the quality of the Next Matter Services

1. Should any Fault occur in the Next Matter Services, the customer shall notify Next Matter as set forth in Section 9.2 of these ToS.
2. Fault reports by the customer shall specify the program function and the text of the error message, including a description of the effects of the Fault and demonstrate its reproducibility, as far as this is possible and reasonable.
3. The customer shall grant Next Matter access to its data as required for analysing and clearing the Fault. Should any customer data required for analysing and clearing the Fault not be available on the Next Matter Platform, the customer shall provide such data separately. The customer shall support Next Matter by providing, free of charge, sufficient qualified personnel and any other cooperation necessary for analysing and clearing the Fault.
4. Next Matter shall provide sufficient resources for Fault clearance in order to clear a Fault within such time as is appropriate to the severity of the impairment of function caused by the Fault and the root cause of the Fault. Should a workaround exist for the Fault reported, Next Matter shall communicate whether the Fault can be avoided and, if so, by which alternative functions.
5. Faults of the Next Matter Services shall be remedied by multiple subsequent improvements. Reduction and termination of the individual order affected due to a failure to enable use as contractually agreed shall be permissible only after subsequent improvement has failed and the customer can no longer be expected to accept attempts of subsequent improvement. Moreover, termination of an individual order shall be permissible only if a defect that occurs is substantial.

Section 18: Customer's responsibilities

1. The customer shall procure any and all approvals from third parties (e.g., works council) or public authorities that relate to the use of the Next Matter Services by the customer. This shall not apply to the technical operation of the Next Matter Platform and with respect to possible rights of third parties to the Next Matter Platform.
2. Within its sphere, the customer shall guarantee data privacy, data security and safeguarding of the know-how, technical intellectual property rights and copyrights of Next Matter vis-à-vis employees and third parties. This shall include, in particular, the absence of

viruses from the data and information transmitted to the Next Matter Platform and the permission to collect, use and process personal data.

3. The customer shall be responsible for state-of-the-art internet access and for meeting the other system prerequisites of its systems. The appropriate specifications and system prerequisites result from the application documentation. Next Matter may adjust the specification by giving three months' written advance notice to the customer. In such a case, Section 12.4. of these ToS shall apply.

4. The customer must not use the Next Matter Services or the Next Matter Platform for any unauthorised or unlawful acts or to process unauthorised or unlawful contents. The customer shall refrain from any act which may impair the Next Matter Services themselves, the use of the Next Matter Services by third parties and/or the integrity of the data contained on the Next Matter Platform.

5. The customer shall be responsible for all activities that take place in the context of its user accounts and shall be liable for all employees and third parties that, with its knowledge or without its knowledge but due to negligent or wilful handling by the customer of its systems and/or its login details, have access to the Next Matter Platform.

Section 19: Term and termination

1. The term of the Agreement shall be the term selected by the customer in its offer of contract (1 month, 3 months, 12 months or 24 months) and shall commence upon conclusion of the Agreement (see Section 3).

2. The Agreement shall be extended each time by the term selected, unless one of the contracting parties gives written notice of a) one day in the case of the 1 or 3 month term to terminate the Agreement at the end of the contract month or b) one month in the case of the 12 or 24 month term to terminate the Agreement at the end of the contract year. The contract month or the contract year shall end on the calendar day before the calendar day in the month or year that corresponds to the day of conclusion of the Agreement (e.g., Agreement concluded on 25th May: the contract month ends on the 24th of a month). Apart from terminating the entire Agreement, individual partial services may also be terminated, provided that such partial service can be ordered independently as an additional service.

3. In derogation from Section 2. above, any contract for free-of-charge Next Matter Services shall end at the latest on expiry of the first six contract months. It shall not be extended automatically. After that, the customer can continue to use the Next Matter Services and to access the customer's data stored on the Next Matter Platform only if the customer in due time, i.e. prior to the end of the first six contract months, orders Next Matter Services in return for payment.

4. Amendments to these ToS or the Agreement by Next Matter, e.g., to the service contents or the prices, shall be offered to the customer in text form at the latest one month prior to the suggested time of their coming into effect. If the customer has agreed an electronic communication channel with Next Matter (e.g., via a web portal) in the context of the business relationship, the amendments may also be offered through that channel. The customer shall be deemed to have given its consent if it fails to indicate its rejection prior to the suggested time of coming into effect of the amendments. The customer may also terminate without notice and free of charge the agreement affected by the amendment prior to the suggested time of coming into effect of the amendments. In its offer, Next Matter shall make the customer aware of this right of termination.

5. Either party's right to terminate the Agreement without notice for an important reason shall not be affected. A prerequisite to any termination without notice due to a breach of the Agreement by the other party shall be that a warning, setting a reasonable time limit, has been issued regarding the breach and that the breach continues or is repeated nevertheless.

Section 20: Relation to other agreements concluded between the contracting parties

1. Additional work and/or services are not in the scope of a Software as a Service order and shall be provided exclusively on the basis of a separate, independent consulting and service provision order. This shall in particular also apply to any customised parameter settings of the Next Matter Services.
2. The contracting parties shall comply with the legal regulations regarding data privacy. Should Next Matter process personal data of the customer in the context of the provision of the services owed under this Agreement by way of commissioned data processing bound by instructions, the parties shall, upon notification given by the customer, conclude a separate commissioned data processing agreement for this. The customer shall be obliged to forthwith inform Next Matter if the customer uses the Next Matter Platform to process personal data. Next Matter shall not be obliged to check itself whether the customer has personal data processed via the Next Matter Platform.
3. In the event of any contradiction between individual contract documents, the provisions set forth in annexes shall take priority over the provisions of this Agreement. Contents of an individual order shall have lower priority than the contents of annexes and the provisions of this Agreement.

Section 21: Fair Use Policy

The rights granted to a customer to access and use the Next Matter Services are subject to customer's compliance with the following:

Customer will not and will not allow or encourage others to:

- reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive, the source code underlying the Next Matter Services;
- for customers on subscription plans that do not specify volume allowances: Employ usage patterns that are outside of reasonable business quantities for: number of workflows created, runs started. As means of guidance, we have detailed the expected volume for each plan in the [Pricing](#) page. The actual threshold may be lower or higher based on our discretion. Special business needs with higher volume requirements can be granted upon request or formalized as part of an enterprise plan, with reasonable notice time.
- transfer, distribute, resell, lease, license, or assign Next Matter Services or otherwise offer the Next Matter Services or any part of the Next Matter Services on a standalone basis without our authorization;
- attempt to bypass or break any security mechanism or authentication measure in any of the Next Matter Services or use the Next Matter Services in any manner that poses a security or service risk to Next Matter or to any user of the Next Matter Services;
- use temporary or publicly accessible email addresses or share user accounts among multiple individuals or disclose access credentials to any third party;
- impersonate another person or entity or misrepresent an affiliation with a person or entity;
- access, search or create accounts for the Next Matter Services by any means other than Next Matter's publicly supported interfaces (for example, "scraping" or creating accounts in bulk); or
- use the Next Matter Services:
 1. to store or process content or information that customer does not have a right to make available under law or any contractual or fiduciary duty;
 2. in violation of applicable laws and regulations or third-party rights;

3. in a way that adversely affects the availability, reliability or stability of the Next Matter Services (including denial of service attacks);
4. for the purposes of competitive evaluation, research or benchmarking;
5. for illegal purposes or purposes otherwise outside the scope expressly permitted, or in a manner that violates intellectual property rights, trade secrets, export controls or other trade restrictions;
6. to interfere with or disrupt the access of any user, host, network or the Next Matter Services, such as by sending a virus, overloading, flooding, spamming or mail-bombing the Next Matter Services, or by scripting the creation of content in such a manner as to interfere with or create an undue burden on the Next Matter Service or by transmitting any material that contains trojan horses, worms or any other malicious, harmful or deleterious programs or code;
7. to publish, transmit or otherwise make available material that is defamatory, libelous, unlawfully pornographic or indecent;
8. to advocate hatred, hostility or violence against an entire class of people on the basis of race, ethnicity, sexual orientation, gender, gender identity, religious affiliation, age or disability; or
9. in any manner that violates any applicable third-party policies or requirements (such as Amazon Web Services use policies), if any.

If Next Matter concludes that the customer has misused the Next Matter Services, Next Matter may take action against the customer and the customer's account and reserves the right to enforce, or not enforce, the rules laid out in this Section 20 in Next Matter's sole discretion in line with the applicable laws and regulations through appropriate means including a notification of misconduct to the customer, the temporary or long-term deactivation and removal of the customer's account, as well as any additional legal proceedings.

Part 3: Terms related to other services and work

Section 22: Subject of delivery (work) and service

1. The content of the services and/or work to be provided results from the service description in the order document. Insofar as this merely describes functionalities or tasks, the concrete realization or implementation within the general state of the art shall be at the discretion of Next Matter.
2. Training measures shall be carried out for the customer in the form of seminars. Unless otherwise agreed, the training measures shall take place at Next Matter's registered office.
- 3 All changes or additions to the content of the service subsequently requested by the customer can only be taken into account by Next Matter if the customer agrees to bear the additional costs incurred or already incurred and agrees to any change in the time of performance or other contractual conditions that may occur as a result. Next Matter shall not be responsible for any delays in the provision of services that occur until the customer has made a corresponding decision on the basis of its request for a change.

Section 23: Delivery and performance time

1. Unless expressly agreed in writing, all dates are non-binding and represent only an approximate performance period.
2. If Next Matter does not provide the services on the agreed date, the customer shall set a reasonable grace period of at least 14 days. If the first grace period expires without result,

the customer may claim damages. Withdrawal from the Agreement shall only be permissible after a second grace period has expired without results. At the request of Next Matter, the customer shall be obliged to declare within a reasonable period of time whether it is withdrawing from the Agreement or insisting on the contractual performance.

Section 24: Copyright and rights of use

1. Next Matter shall be entitled to all copyrights and rights of use to work results (e.g. documents, process descriptions, scripts and software programs) created by Next Matter within the scope of its services. This shall also apply if the customer has contributed to the creation of the work results by creating the requirement specification.

2. Insofar as an Agreement for software as a service ("SaaS") has been concluded between Next Matter and the customer, customer's rights to use the work results/services shall be governed exclusively by the terms of Section 13 above. If no such Agreement exists or if explicitly agreed, Next Matter shall grant the customer the non-exclusive, permanent, irrevocable, transferable right to use, copy, distribute, modify and sub-license the services and work results provided by Next Matter within the scope of the Agreement to the extent and in the manner resulting from the purpose of the service and the area of application of the work result.

3. The rights of use (and may be to sub-license) are granted upon full payment of the remuneration for the service or work.

Section 25: Use of personnel

1. Both parties are each responsible for the selection and deployment as well as the supervision, management, control and remuneration of their own employees.

2. Next Matter shall be entitled to engage expert subcontractors to perform the agreed service or parts thereof in order to execute the order.

Section 26: Cooperation obligations of the customer

1. As an essential contractual obligation, the customer shall provide the following as well as all other agreed cooperation services at its own expense.

2. The customer shall provide Next Matter with all information and notices required for the performance of the service in good time, i.e. at least 3 working days prior to the planned date of performance, even without a special request. Upon request, they shall comply with the duty to provide information without undue delay. They shall ensure that the required system environment is available.

3. The customer shall appoint a contact person for mutual coordination and clarification of all questions arising in the course of the performance of the service. The contact person is authorized to make all declarations that are necessary as an interim decision within the framework of the continuation of the order.

4. The customer shall grant Next Matter the necessary access and access to its premises, IT systems and work equipment at all times for the performance of the agreed services and shall provide the data required for functional tests.

5. Further obligations to cooperate exist, moreover, whenever the service in question can only be provided by the customer due to its specific nature.

6. If the customer does not fulfill its duties to cooperate or does not do so in a timely manner and this results in additional expenses and/or delays, Next Matter may demand reasonable changes to the schedule and to the agreed prices and fees, without prejudice to further statutory rights. The period of performance shall be extended by the period of time during which the customer fails to comply with its duties to cooperate which are necessary for Next Matter to perform the services.

7. If the customer fails to fulfill its obligations to cooperate or defaults on acceptance of the services offered by Next Matter, Next Matter may grant the customer a reasonable grace period for fulfillment of the obligations to cooperate, after the expiration of which Next Matter shall be entitled to terminate the Agreement. However, the Agreement shall not be automatically terminated after expiry of the period. In addition to partial remuneration for the work already performed, Next Matter may in this case claim damages.

Section 27: Acceptance

1. Next Matter shall hand over (make available for acceptance) the agreed work results to the customer after performance of the service.
2. If a functional test of the work results has not been expressly agreed, the acceptance of the work results shall be effected by the customer's receipt of the work results without complaint. If a separate functional test is provided for, this shall be carried out by the customer within 7 days after the work results have been made available for acceptance. Acceptance of the work results shall then be effected by written declaration of the customer after completion of the functional test.
3. If the customer does not accept the work results for any reason other than a significant defect, the work results shall be deemed accepted one week after they are made available for acceptance.
4. Defects hindering acceptance shall be remedied by Next Matter by way of subsequent performance. Subsequently, Next Matter shall make the affected work results available again for acceptance. The customer shall only be entitled to rescind the Agreement if subsequent performance has failed at least twice and further attempts at subsequent performance are no longer reasonable for the customer. Defects that do not prevent acceptance shall be recorded in the acceptance declaration and remedied in the course of the warranty.

Section 28: Warranty (Gewährleistung)

1. Next Matter warrants that the work results to be created are provided in accordance with the state of the art and are not afflicted with defects that nullify or significantly reduce the value or suitability for the use assumed under the Agreement. The warranty shall apply to the latest version of the work results accepted by the customer.
2. Only such defects in the work results that significantly reduce their value or suitability for the contractually stipulated use shall oblige Next Matter to provide a warranty.
3. Justified defects shall be remedied by Next Matter within the warranty period after corresponding notification by the customer by repeated rectification or replacement delivery. If the rectification or replacement delivery fails at least twice and if further attempts at rectification are no longer reasonable for the customer, the customer may demand a reduction of the remuneration or, at its option, rescission of this Agreement, the latter, however, only in the case of significant defects. Claims for damages shall remain unaffected.
4. At the request of Next Matter, the customer shall be obliged to declare within a reasonable period of time whether it will withdraw from the Agreement after failed or refused subsequent performance or whether it will insist on the contractual performance.
5. The warranty period is 12 months.

