



# **GTC for UMH Professional Services**

**Version: 2025-12-08**

(hereinafter referred to as "Agreement")

between

UMH Systems GmbH  
Oskar Jäger Straße 170  
50825 Köln

(hereinafter referred to as „UMH“)

and

Customer subscribing to the UMH Professional Services as set forth herein and in the Order Form

(hereinafter referred to as "Customer")

(UMH and Customer are hereinafter referred to collectively as "Party" or "the Parties")



## **Preamble**

UMH provides data application solutions and services with the possibility of the integration of Industrial IoT-devices to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB).

UMH provides professional services, particularly support services to set up and individualize the UMH Software, to Customers subscribing to the UMH cloud software under the following agreements Enterprise License for the Use of UMH Software and Service Level Agreement (SLA) available via <https://terms.umh.app/>

Now, therefore, the Parties agree as follows:



## 1 Definitions

1.1 Unless the context otherwise requires, the following definitions apply:

1.1.1 "Confidential Information" means any commercial or technical information in whatever form which it is disclosed by one Party to the other Party and which would be regarded as confidential by a reasonable business person. This shall include, without limitation, all business, statistical, financial, marketing and personnel information, Data and Information, Customer or UMH details, know-how, designs, trade secrets or software of the disclosing Party or any information that is marked as "Confidential".

1.1.2 "Order Form" means a document specifying the Professional Services provided by UMH to Customer and the commercial details.

1.1.3 "Services" has the meaning given in Section 3.1.

1.1.4 "Subcontractors" means any contractors, subcontractors or other vendors of UMH. Subcontractors must be carefully chosen and evaluated by UMH concerning in particular the capability of the Subcontractor concerning the cybersecurity and data protection compliance.

1.1.5 "Work Results" has the meaning given in Section 11.1.

1.2 The words "includes" or "including" shall be construed as illustrative only and shall not limit the generality of the preceding words; and any headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

## 2 Order of Documents

The following order of documents and annexes shall apply, with a document of higher order superseding documents of lower order.

- a) DPA, as the case may be (highest order)
- b) Order Form
- c) Agreement(s)
- d) This Agreement

## 3 Subject Matter

3.1 UMH provides services within the meaning of Sections 611 et seq. BGB, including in particular onboarding support, trainings, workshops, and the creation of customer-specific documentation as well as other advisory and enablement services, which may be rendered at the Customer's premises and/or on the Customer's IT infrastructure as set forth in the Order Form (hereinafter referred to as "**Services**").

3.2 The Parties acknowledge that UMH does not owe a work result or any specific success. No formal acceptance takes place.



- 3.3 Any dates, durations, performance indicators, or outcomes are planning targets only unless expressly agreed in writing as a binding specification. Services may be offered as fixed-price packages or on a time-and-materials basis according to person-days (or pro rata), as specified in the Order Form.
- 3.4 This Agreement applies exclusively to entrepreneurs (Section 14 BGB). The Customer represents and warrants that Customer acts as an entrepreneur within the meaning of Sect. 14 BGB under this Agreement. UMH reserves the right to verify Customer's status as an entrepreneur within the meaning of Sect. 14 BGB at any time, in particular based on the information and documents to be provided in connection with the conclusion of the contract; upon request, Customer shall immediately provide UMH with any additional evidence required for this purpose.

#### **4 Conclusion auf the Agreement; Conflicting Terms**

- 4.1 This Agreement is concluded by executing this document and the Order Form in writing.
- 4.2 The Customer's general terms and conditions shall only become part of the contractual relationship between the Parties if UMH expressly agrees to Customer's general terms and conditions in writing.

#### **5 Term and Termination**

- 5.1 The term and termination modalities of this Agreement are set out in the applicable Order Form.
- 5.2 The right to terminate this Agreement without notice for good cause shall remain unaffected. Good cause shall exist, in particular
  - a) In the event of material or repeated breaches of this Agreement or the Order Form;
  - b) the respective other Party breaches clauses of the Order Form or this Agreement governing privacy or confidentiality more than insignificantly or repeatedly;
  - c) the nature and / or frequency of damage caused by the respective other party impair the business operations of the damaged Party to such an extent that the damaged Party can no longer be reasonably expected to adhere to all or parts of this Agreement;
  - d) Customer's payment exceeding 30 days despite UMH has reminded Customer once of the outstanding payment;
  - e) insolvency proceedings are opened against the assets of one Party or the opening of such proceedings is rejected for lack of assets and the continuation of the contractual relationship is therefore unreasonable for the other Party;
- 5.3 Any termination of this Agreement must be in writing.

#### **6 Scope of Services; Place of Performance**

- 6.1 The concrete scope, milestones, estimated efforts, place of performance (remote/onsite), and any travel expenses are set out in the Order Form.
- 6.2 UMH may perform Services fully or partly remotely unless the Order Form provides otherwise.



- 6.3 UMH shall provide the Services with due professional skill and care, in line with generally accepted industry standards for services of the agreed nature.
- 6.4 Training content and delivery are determined by UMH at its professional discretion; no particular learning outcome is owed.

## **7 Customer Cooperation; Access to Infrastructure**

- 7.1 Customer shall cooperate with UMH to the best of its ability in the provision of the Services
- 7.2 The Customer shall provide UMH with all information, points of contact, access credentials, approvals, test and production environments, hardware, software, licenses, and sufficient permissions required for Service delivery in a timely, complete, and appropriate manner. This includes timely encrypted remote access and/or site access with a safe workplace as well as integrating UMH into relevant change/approval processes of the Customer.
- 7.3 The Customer ensures compliance with its internal security, compliance, and occupational safety policies and with applicable law, and informs UMH in advance about any specific risks at the place of performance and applicable IT/security policies.
- 7.4 If Customer's cooperation, as set forth in this Section 7 is omitted, delayed, or defective, timelines shall be reasonably extended; additional efforts and costs incurred by UMH shall be compensated at the rates agreed in the Order Form.

## **8 Subcontractors; UMH Personnel**

- 8.1 UMH may engage subcontractors only with the Customer's prior approval per email, which the Customer shall not unreasonably withhold, condition, or delay; UMH will select any approved subcontractors with due care, in particular regarding information security and data protection. The approval shall be given per each subcontractor, or explicitly cover the engagement of subcontractors in general, as agreed and documented per email between the Parties.
- 8.2 UMH decides on staffing and may replace personnel at its reasonable discretion, provided that qualifications are not reduced and the engagement is not unreasonably impaired.

## **9 Changes to Scope (Change Requests)**

- 9.1 If the Customer requests changes or extensions of the Services not included in the Order Form, these shall be specified in a written change request.
- 9.2 UMH will assess impacts of a change request on effort, timelines, and fees and submit an adjusted offer to Customer. Changes become binding only once agreed by the Parties in writing. UMH may decline any change request on UMH's sole discretion.

## **10 Remuneration**

- 10.1 UMH's fees are set out in the Order Form.



- 10.2 Where time-and-materials billing applies, one person-day equals 8 productive hours unless otherwise agreed. UMH will record time-based efforts in an appropriate form. Travel time, travel and lodging expenses, and necessary out-of-pocket costs are reimbursed as per the Order Form; absent any such provision, reasonable, evidenced expenses per UMH's travel policy apply.
- 10.3 If the Customer cancels or reschedules onsite or training dates at short notice, the cancellation fees in the Order Form apply; absent any such provision, the following applies: cancellations 5 to 2 business days before the date incur 50% of daily/package rates; cancellations 1 business day before or on the day incur 100%. Non-cancellable third-party expenses are reimbursed in all cases.
- 10.4 Unless agreed otherwise, invoices are due thirty (30) days net from receipt.
- 10.5 Prices are exclusive of applicable taxes and duties, unless agreed otherwise in the Order Form.
- 10.6 The Customer may only set off with undisputed or finally adjudicated claims and may exercise rights of retention only for counterclaims arising from the same contractual relationship.

## **11 Intellectual Property; Rights of Use**

- 11.1 UMH may create training materials, handouts, minutes, concepts, reports, configuration recommendations, and customer-specific documentation and other materials subject to UMH's intellectual property rights (hereinafter "**Work Results**") when providing the Services to Customer.
- 11.2 To the extent Work Results do not constitute UMH pre-existing materials, UMH grants the Customer a simple, non-transferable, and non-sublicensable license to use such Work Results internally for its own business purposes. UMH's pre-existing materials, tools, templates, methods, know-how, and other protected content remain with UMH; the Customer receives the simple rights necessary for contractual use of the Work Results. Pre-existing materials are such materials provided by UMH that either existed before the creation of the respective Work Result and Work Results that are created not solely and individually for the Customer.
- 11.3 Where the Customer provides content, data, materials, or software, the Customer warrants that it holds all necessary rights and authorizes UMH to use them as required to perform the Services. The Customer shall indemnify UMH from third-party claims arising from an infringement caused by UMH's usage of Customer-provided content.

## **12 Service Warranty (Dienstvertragsrecht)**

- 12.1 UMH performs the Services with customary care and professional skill.
- 12.2 No express warranties or guarantees ("Beschaffenheits- oder Erfolgsgarantie") are given unless expressly agreed in the Order Form as such.
- 12.3 Statutory remedies for breaches of duty under service contract law remain unaffected; remedies under German work contract law do not apply.



## **13 Liability**

UMH shall be liable within the scope of the statutory regulations only in accordance with the following provisions:

- 13.1 UMH shall be liable for damages based on intent or non-compliance with a guaranteed quality, for injuries to life, body and health as well as for damages caused by gross negligence in accordance with the statutory provisions.
- 13.2 For simple negligence, UMH is liable only for breach of an essential contractual obligation (cardinal duty / "Kardinalpflichten" under German law). In such cases, liability is limited to typical, foreseeable damages at the time of the conclusion of this Agreement and the applicable Order Forms.
- 13.3 Cardinal obligations within the meaning of Section 13.2 are obligations that are essential for the achievement of the purpose of the contract so that their fulfilment is a prerequisite for the proper execution of the Order Form or this Agreement and on whose compliance the Customer can rely.
- 13.4 The aggregate liability of UMH arising out of or in connection with this Agreement and the Services provided hereunder is limited to a total amount of value to be paid under the order form by the customer in the contractual year before the claims made to UMH. The foregoing limitations also apply in favour of UMH's corporate bodies, employees, and vicarious agents. Mandatory statutory liability remains unaffected.

## **14 Privacy; Information Security**

- 14.1 If UMH processes any personal data within the meaning of the Regulation (EU) 2016/679 ("GDPR") on behalf of the Customer when performing its obligations under this Agreement, the Parties will set down their intention that Customer shall be the data controller and UMH shall be a data processor. In that case, the Parties will enter into a data processing agreement in compliance with the applicable privacy laws.
- 14.2 UMH maintains appropriate technical and organizational measures aligned with the state of the art for information security. Customer-specific security requirements will be reasonably taken into account if communicated in due time.
- 14.3 Where Services are performed on the Customer's IT infrastructure, the Customer remains responsible for the security, availability, and compliance of its systems. UMH performs within the access rights and technical constraints provided by the Customer. Implementation of any configuration recommendations is the Customer's responsibility.

## **15 Confidentiality**

- 15.1 During the term of this Agreement, neither Party shall disclose Confidential Information to any third party (save for as permitted by this Agreement) and shall only release the Confidential Information to those of its directors, officers or employees for whom the knowledge of the particular Confidential Information is required to fulfil the purpose of this Agreement.



15.2 Each receiving Party shall treat Confidential Information with the same degree of care and apply no lesser security measures than it exerts to its own confidential information. The receiving Party warrants that these measures provide adequate protection against unauthorized disclosure, copying or use. The receiving Party shall make no commercial use of the Confidential Information or use it otherwise than for the purpose of this Agreement.

15.3 Confidential Information may be disclosed if and to the extent:

- it is required by law, court order or other authority of competent jurisdiction or any regulatory or governmental authority to which the receiving Party is subject, but in each case only to the extent required and for the purpose of such disclosure;
- the receiving Party reasonably considers it necessary to disclose the information to its professional advisers, auditors or bankers provided that it does so on the basis of binding and legally valid terms protecting the respective information;
- the information has entered the public domain through no fault of the receiving Party;
- the information was previously disclosed to the receiving Party without any obligation of non-disclosure; or
- the Party, owning the information which is to be disclosed, has given its prior consent in writing,

provided that in any of the circumstances specified in the aforementioned sub-clauses a) and b) the receiving Party shall give the disclosing Party as much notice of such disclosure as possible (to the extent legally permissible) as early as possible.

15.4 This clause will be valid up to three years after the termination of this Agreement.

## **16 Exit; Handover**

Upon request at contract end, UMH will provide Customer-provided materials remaining with UMH in a commonly used format. UMH will provide handover and transition assistance upon Customer's request on a time-and-materials basis at the rates agreed in the Order Form under the terms of this Agreement.

## **17 General**

17.1 UMH is allowed to use the name and logo of Customer for marketing purposes, such as references on UMH's website and other advertising purposes.

17.2 This Agreement is subject to German law, excluding the CISG and German International Private Law.

17.3 Contractual language is English only.

17.4 The courts of Cologne, Germany, have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement.

17.5 In case of disagreements, the Parties will first seek an amicable resolution at the level of the project leads. If unsuccessful, the matter will be escalated to executive management. Statutory rights to seek judicial remedies remain unaffected.



- 17.6 Neither Party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by circumstances beyond the reasonable control of the Party. The respective Party shall be entitled (subject to giving the other Party full particulars of the circumstances in question and to using its best endeavours to resume full performance without avoidable delay) to a reasonable extension of time for the performance of its respective obligations.
- 17.7 This Agreement in connection with it's the document listed in Section 2 of this Agreement forms the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior communications, written or oral, between the Parties. All amendments and modifications to the Agreement shall be made by a written document signed by both Parties.
- 17.8 Unless expressly agreed otherwise, the written form within the meaning of this Agreement shall only be complied with by the postal transmission of a signed declaration in the original or in an electronic form that complies with Regulation (EU) No. 910/2014 (eIDAS Regulation) and fulfils the functions of the written form in a comparable manner.
- 17.9 Should any provision of this Agreement be or become invalid, this shall not affect the validity of the remaining terms. The parties shall in such an event be obliged to cooperate in the creation of terms which achieve such legally valid result as comes closest commercially to that of the invalid provision. The above shall apply accordingly to the closing of any gaps in the Agreement.