



General Terms and Conditions (GTC)

for software development, SaaS, cloud, maintenance and support services (B2B)

INTERAP GmbH & Co. KG, Kaiser-Joseph-Straße 267, 79098 Freiburg im Breisgau Date: 01/2026

Scope: B2B only

§ 1 Scope

1. These General Terms and Conditions (GTC) apply to all contracts between INTERAP GmbH & Co. KG (hereinafter 'INTERAP') and its clients concerning
 - custom software development,
 - maintenance and support services,
 - Software-as-a-Service (SaaS) services,
 - cloud and hosting-related services.
 2. These General Terms and Conditions apply exclusively to businesses within the meaning of Section 14 of the German Civil Code (BGB), legal entities under public law and comparable companies under Swiss law.
 3. Any deviating or conflicting general terms and conditions of the client shall not form part of the contract unless INTERAP expressly agrees to their validity in writing.
 4. Individual agreements shall take precedence over these General Terms and Conditions.
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§ 2 Conclusion of the Contract

1. Quotations from INTERAP are subject to change and non-binding.
 2. A contract is concluded upon written confirmation of the order, the signing of the contract or the commencement of the provision of services.
 3. An email shall suffice as written form.
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§ 3 Scope and nature of services

1. The specific scope of services is set out in the relevant contract, quotation or service specification.
 2. Unless expressly agreed as a specific task, INTERAP shall provide its services on a time-and-materials basis (hourly or daily rates).
 3. Maintenance and support services include, in particular, fault analysis, fault rectification and adjustments within the scope of the agreed services.
 4. SaaS and cloud services are provided in their current version. INTERAP is entitled to further develop these technically, provided that the agreed core functionality is retained.
 5. INTERAP is entitled to engage subcontractors. INTERAP remains responsible for their services.
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§ 4 Client's Obligations to Cooperate

1. The Client shall provide INTERAP with all information, data and access required for the provision of services in a timely manner.
 2. Should the required cooperation fail to materialise, INTERAP shall not be liable for any resulting delays or additional costs. These shall be remunerated in accordance with the agreed rates.
 3. The Client warrants that the content provided by them is free from any third-party rights and indemnifies INTERAP against any corresponding claims.
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§ 5 Remuneration and Terms of Payment

1. Remuneration shall be based on hourly or daily rates, unless otherwise agreed in writing.
 2. INTERAP is entitled to invoice on a monthly basis or according to project progress.
 3. Invoices are due for payment without deduction within 14 days of the invoice date.
 4. All prices are net, plus statutory VAT.
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§ 6 Acceptance (for work performed)

1. Where work-based services have been agreed, these are subject to acceptance.
 2. INTERAP shall request the client to carry out acceptance. Acceptance shall be deemed to have taken place if the client does not give written notice of any material defects within 10 working days of being requested to do so.
 3. Minor defects do not entitle the client to refuse acceptance.
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§ 7 Rights of use

1. Upon full payment of the remuneration, the client shall be granted a non-exclusive right of use, unlimited in time and geographical scope, to the work results covered by the contract.
 2. Any transfer of exclusive rights of use, disclosure to third parties or the handover of the source code requires a separate written agreement.
 3. INTERAP retains the right to continue using general concepts, methods, frameworks and know-how.
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§ 8 Warranty

1. INTERAP warrants that the services substantially comply with the agreed specification.
 2. Any defects must be reported in writing without delay.
 3. INTERAP shall, at its discretion, remedy the defect.
 4. The warranty period is 12 months from acceptance, insofar as permitted by law.
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§ 9 Liability

1. INTERAP shall be liable without limitation in cases of wilful misconduct, gross negligence and in the event of injury to life, limb or health.
 2. In the event of a breach of essential contractual obligations (cardinal obligations) due to slight negligence, liability is limited to the foreseeable damage typical for this type of contract.
 3. INTERAP's liability is – except in the cases referred to in paragraph 1 – limited in total to EUR 50,000 per calendar year, irrespective of the number of contracts or claims within that year.
 4. Liability for data loss is limited to the typical cost of recovery that would have been incurred had the client carried out proper and regular data backups.
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§ 10 Data Protection

1. The parties shall comply with the applicable data protection regulations, in particular the GDPR.
 2. Where INTERAP processes personal data on behalf of the Client, a separate data processing agreement shall be concluded.
 3. The processing of special categories of personal data is not covered by this contract.
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§ 11 Confidentiality

1. Both parties undertake to keep confidential information secret.
 2. This obligation shall continue to apply beyond the termination of the contract.
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§ 12 Reference

INTERAP is entitled to name the Client as a reference, using the Client's name and logo, and to present the project in general terms for advertising purposes, provided that this does not conflict with any legitimate interests of the Client.

§ 13 Final Provisions

1. The language of the contract is German.
2. The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
3. The place of jurisdiction for all disputes is Freiburg im Breisgau, insofar as permitted by law.
4. For clients based in Switzerland, INTERAP remains entitled to bring legal proceedings, at its discretion, at the client's place of business.
5. Should any individual provisions be invalid, this shall not affect the validity of the remaining provisions.