

# Terms and Conditions for the Use of AGC Suite

*Software-as-a-Service, Implementation and Related Services*

**Version 1.0** · Last updated: 18 May 2026

*These terms apply to the use of AGC Suite, the SaaS product of AGC Consult.*

As of: [Date]

## § 1 Scope, Subject Matter of the Contract

(1) These Terms and Conditions (hereinafter "T&C") apply to all contracts between AGC Consult, Friedenstraße 59, 97072 Würzburg, Germany, (hereinafter "Provider") and its commercial customers (hereinafter "Customer") regarding the use of the software "AGC Suite" and related services (implementation, consulting in the context of the Suite, training, support).

(2) These T&C apply exclusively. Deviating, conflicting or supplementary terms of the Customer shall only become part of the contract if the Provider has expressly agreed to their validity in writing.

(3) The subject matter of the contract is the provision of AGC Suite as Software-as-a-Service (SaaS) as well as the provision of the additional services defined in the respective offer.

(4) AGC Suite comprises the modules booked in the respective offer and is provided for use via the internet.

## § 2 Conclusion of Contract

(1) Offers of the Provider are non-binding unless expressly designated as binding.

(2) The contract is concluded by written acceptance of the offer by the Customer (including by e-mail or by signing the offer document) and receipt of this acceptance by the Provider.

(3) Components of the contract are, in the following order of precedence: (a) the written main offer, (b) the Data Processing Agreement (DPA) pursuant to Art. 28 GDPR, (c) these T&C. In case of contradictions, the more specific provisions prevail over the general ones.

## § 3 Scope of Services

(1) The Provider makes AGC Suite available to the Customer in its current version for use via the internet. The specific scope of functions is set out in the respective offer.

(2) The Provider is entitled to further develop AGC Suite and to adapt functions, provided that the contractually agreed scope of functions is essentially maintained.

(3) Extensions and new functions within the booked modules are made available to the Customer within the scope of its license at no additional cost, unless otherwise agreed in the offer.

(4) Independent new modules released as separate premium modules are not part of the existing contract and may be licensed separately if required.

## § 4 Rights of Use

- (1) The Provider grants the Customer the non-exclusive, non-transferable and non-sublicensable right to use AGC Suite within the agreed scope for the term of the contract.
- (2) Use is limited to the number of user licenses defined in the offer. Each user license may only be used by one natural person. Simultaneous multi-use of a license is not permitted.
- (3) Access credentials may not be passed on to third parties. The Customer is liable for the confidentiality of access credentials.
- (4) The Customer may not use AGC Suite for purposes that violate applicable law or the security and integrity of the system.

## § 5 Customer Obligations and Cooperation

- (1) The Customer provides the technical infrastructure required for using AGC Suite on its side (in particular internet-capable devices, sufficient internet connection, current web browser).
- (2) The Customer undertakes to back up its own data regularly, insofar as this is necessary beyond the backup functions provided by the Provider.
- (3) The Customer designates a responsible contact person for contract administration as well as for technical and administrative matters.
- (4) The Customer supports the Provider in the provision of the agreed services, in particular by providing information, data and decisions in a timely manner.

## § 6 Remuneration and Payment Terms

- (1) The specific remuneration is set out in the respective offer. All prices are exclusive of statutory VAT.
- (2) Implementation services are invoiced after project start. License fees are invoiced monthly in advance, unless a different billing period has been agreed.
- (3) Invoices are due for payment within 14 days of the invoice date without deduction.
- (4) In case of default, the Provider is entitled to charge default interest at the statutory rate and, after prior reminder, to block access to AGC Suite. Blocking does not affect the payment obligation.
- (5) Set-off by the Customer against claims of the Provider is only permitted with undisputed or legally established claims.

## § 7 Availability (SLA)

- (1) The Provider guarantees an availability of AGC Suite of 99.5% on a monthly average.
- (2) The following are not counted as downtime against availability:
  - a) Planned maintenance windows announced by the Provider at least 5 working days in advance. Planned maintenance windows are scheduled outside usual business hours where possible.
  - b) Maintenance work and outages of the hosting provider, provided these were announced in time by the hosting provider or are outside the Provider's sphere of influence.

c) Outages due to force majeure, failures of the public internet, power outages or comparable external events.

d) Outages due to circumstances for which the Customer is responsible, in particular incorrect entries, violations of the terms of use, or problems with the Customer-provided infrastructure.

(3) Availability is calculated monthly. The actual usage time minus the periods excluded under paragraph 2 is decisive.

(4) If the guaranteed availability is undercut in a calendar month, the Customer is entitled to a proportional credit on the monthly license fees, graduated by the severity of the shortfall. Further claims remain reserved, subject to § 10 (Liability).

## § 8 Support and Maintenance

(1) The Provider provides e-mail support. Specific response times and included hourly quotas are set out in the respective offer.

(2) Inquiries identified as bugs or defects are not charged against included hourly quotas.

(3) Consulting and development services beyond included hourly quotas are billed according to the conditions set out in the offer.

(4) The Provider is entitled to install updates and patches to remedy security vulnerabilities or to maintain functionality, even without prior notice.

## § 9 Warranty

(1) The Provider warrants that AGC Suite essentially fulfills the functions described in the offer.

(2) Defects are remedied by the Provider within the agreed response times and within the technical possibilities.

(3) Strict liability for defects already existing at the time of contract conclusion is excluded within the scope of § 536a para. 1 BGB, unless fraudulent intent is present.

(4) In case of unremediable defects that significantly impair the use of AGC Suite, the Customer may reduce the monthly remuneration appropriately or, in case of permanent loss of usability, terminate the contract extraordinarily.

## § 10 Liability

(1) The Provider is liable without limitation in case of intent and gross negligence as well as in case of injury to life, body and health.

(2) In case of slight negligence, the Provider is only liable for the violation of essential contractual obligations (cardinal obligations), the fulfillment of which makes the proper performance of the contract possible in the first place and on the compliance of which the Customer may regularly rely. Liability is limited in this case to the contract-typical, foreseeable damage.

(3) The Provider's liability for damages is limited overall to the sum of the license fees paid by the Customer to the Provider in the twelve months preceding the damage-causing event.

(4) Liability for indirect damages, lost profits or consequential damages is excluded, unless intent or gross negligence is present.

(5) Liability under the Product Liability Act remains unaffected.

## § 11 Data Backup and Data Export

(1) The Provider performs daily automated backups of Customer data. Backups are retained for 30 days and then deleted.

(2) The Customer can export its data at any time during the contract term in a common, machine-readable format.

(3) After contract termination, the Provider makes Customer data available for export for a period of 30 days. After this period, data is deleted in accordance with the Data Processing Agreement, unless statutory retention obligations preclude this.

## § 12 Contract Term and Termination

(1) Contract term and termination periods are set out in the respective offer.

(2) The right to extraordinary termination for good cause remains unaffected for both parties. Good cause is given in particular in case of:

- Default of the Customer with more than two consecutive monthly installments despite reminder
- Significant violation of essential contractual obligations by either party
- Permanently significantly impaired usability of AGC Suite that cannot be remedied within a reasonable period

(3) Terminations require written form (including by e-mail to the contractually agreed address).

## § 13 Confidentiality

(1) Both parties undertake to treat all confidential information of the other party obtained in the course of contract performance as confidential and not to pass it on to third parties, unless a statutory disclosure obligation exists.

(2) This obligation also applies for a period of 3 years after termination of the contract.

(3) Confidential information includes in particular commercial, technical and personal information that is marked as confidential or which is evidently of a confidential nature according to the circumstances.

## § 14 Subcontractors (Hosting)

(1) AGC Suite is hosted in data centers of Hetzner Online GmbH, Industriestraße 25, 91710 Gunzenhausen, Germany. The data center is located in Falkenstein, Germany.

(2) Hetzner is subject to German data protection law (GDPR) and operates on ISO 27001 certified standards.

(3) The use of further subcontractors is communicated to the Customer in the Data Processing Agreement (DPA) and in a list maintained therein.

## § 15 Data Protection

(1) The processing of personal data takes place in accordance with the Data Processing Agreement (DPA) concluded separately between the parties pursuant to Art. 28 GDPR.

(2) The DPA is part of the contractual relationship and, in case of doubt, takes precedence over these T&C in matters of data protection.

## § 16 Reference Use

(1) Where expressly agreed in the offer (e.g. as part of a Founding Customer Program), the Customer grants the Provider the right to mention the Customer as a reference in external communication, to use the company logo, and to publish a case study upon mutual agreement.

(2) Without a corresponding agreement in the offer, any public mention of the Customer requires separate written consent.

## § 17 Final Provisions

(1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.

(2) Exclusive place of jurisdiction for all disputes arising from or in connection with this contract is Würzburg, provided that the Customer is a merchant, a legal entity under public law, or a special fund under public law.

(3) Should individual provisions of these T&C be or become wholly or partially invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid one that comes as close as possible to the economic purpose of the invalid provision.

(4) Amendments and additions to these T&C require written form. This also applies to the cancellation of this written form clause itself.

**Note on language:** This English version is provided for convenience only. In case of discrepancies between the German and English version, the German version shall prevail.

---

**Note on language:** This English version is provided for convenience only. In case of discrepancies between the German and English version, the German version shall prevail.