General Terms and Conditions

for the Sale and Delivery of
Organizational and Programming Services and Rights
to Use Software Products

1 Scope and Validity of Contract

All orders and agreements are only then legally binding, if they have been signed by an authorized representative of the seller and they are binding only to the extent set forth in the order confirmation. The terms and conditions of the buyer are invalid for the legal transaction (the subject of this contract), as well as for the entirety of our business relations. All offers are subject to change without notice.

2 Services and Assessment

The subject of an order can be:

> Development of an organizational plan

> Global and micro analyses

> Creation of custom-designed programs

> Delivery of standard programs

> Acquisition of rights to use software products

> Acquisition of exclusive usage rights

> Support during system start-up (support during system changeover)

> Telephone support

> Program maintenance

> Creation of program carriers

> Other services

2.1 Individual organizational plans and programs shall be implemented in line with the type and scope of the information, documents and supporting material which have been made available by the buyer. Included in this are custom test data as well as the opportunity to test to the necessary extent, which the buyer shall make available on a timely basis, during normal business hours, and at his expense. If the buyer is already using an operating system in production, and this system is being made available for testing, the responsibility for backup and data security the real data lies with the buyer.

2.2 The basis for creating custom-designed programs shall be the written service specifications that either are provided by the buyer or specified by the service provider, at charge to the buyer, on the basis of documentation and information provided by the buyer. This service catalogue is to be inspected by the buyer for correctness and completeness and is to be approved by him as a sign of assent. Requests for modifications which are made thereafter can result in changes to deadline and price agreements.

2.3 For custom software or program adaptations, it is required that each program is accepted by the buyer four weeks after delivery by the seller at the latest. This acceptance will be confirmed in a record of the transaction by the buyer (inspection for correctness and completeness in line with the service specifications agreed on with the seller on the basis of the test data made available to him, as described in 2.2). Should the buyer allow four weeks to pass without stating his acceptance, the delivered software shall be deemed to have been accepted as of the last day of the four weeks' period. If the buyer uses the software in real-time operations, the software is thereby deemed to have been accepted by the buyer. Possible defects – deviations from the written service specifications – are to be reported to the seller with sufficient supporting documentation. The seller shall make efforts to correct the defects as quickly as pos-

sible. If there are serious defects that have been reported in writing, i.e., if real-time operations have not started or cannot be continued, a renewed acceptance of the work following correction of the deficiency is required.

2.4 If standard (library) programs have been ordered, the buyer, by confirming the order, also confirms his knowledge of the scope of performance/service of the program.

2.5 Should it prove impossible in the course of the implementation, actually or legally, to carry out the order in line with the performance/service specifications, it is the responsibility of the seller to immediately inform the buyer. If the buyer does not edit the performance/service specifications accordingly or create the conditions to make implementation of the order possible, the seller may cancel the order. If the impossibility of carrying out the order is due to an omission on the part of the buyer or due to a subsequent amendment by the buyer of the performance/service specifications, the seller is entitled to cancel the order. The buyer has to reimburse the seller's costs and fees incurred up to that point as well as any dismantling costs.

2.6 The shipment of program carriers, documentation, and performance/service specifications shall be at the expense and risk of the buyer. Should the buyer wish further training and information, this will be billed separately. Insurance will be taken out only at the request of the buyer.

3 Prices, Taxes and Fees

3.1 All prices are in Euro and do not include VAT. They are valid only for the present order. The quoted prices are valid from the business domicile or branch office of the seller. The costs of program carriers as well as any contract fees shall be billed separately.

3.2 For standard (library) programs, the valid prices are the list prices effective on the day of delivery. All other services (organizational consultancy, programming, training, support during changeover, telephone support) will be charged at the rates effective on the day the services are performed. Deviations from the amount of time calculated as required for the provision/implementation (which serves as the basis for the price calculation) and for which the seller is not responsible, shall be charged according to the actual expenditure.

3.3 The costs for travel, per diem, and overnight accommodation costs shall be invoiced separately to the buyer according to the valid respective rates. All prices are in Euro excluding VAT. They are only valid for the present order. The quoted prices are valid from the business domicile or branch office of the seller. For services the following applies:

> Official mileage allowance as per time of service provision per km in passenger car

> Travel time at EUR 62,-- per hour travelled

> Other travel expenses (taxis, railway, flights, bus, etc.) as per expenditure

> Accommodation expenses as per expenditure

For services provided in Vienna, in general, no travel expenses apply.

4 Delivery Dates

4.1 The seller is to endeavor to keep as closely as possible to the agreed dates for completion of the order.

4.2 The targeted completion dates can only be met if the buyer makes available to the seller, on the dates established by the seller, all the necessary preliminary work and documents in full, especially the performance/service specifications accepted by him in accordance with 2.3., and if the buyer fulfils his obligation to cooperate to the extent necessary. Delays in delivery and cost increases that result

from incorrect, incomplete, or subsequently changed data and information or documentation provided, are not the responsibility of the seller and cannot result in the seller's being in default of delivery. Additional costs arising from this are to be borne by the buyer.

4.3   In the case of orders which encompass a number of units or programs, the seller is entitled to make partial deliveries and to submit partial invoices.

5   Payment

5.1   The invoices submitted by the seller, inclusive of VAT, are payable at the latest 14 days from receipt of the invoice without deductions and free of charges. For partial invoices, the terms of payment for the entire order apply.

5.2   Where orders encompass a number of units (e.g., computer programs and/or training sessions, completion in stages), the seller is entitled to submit an invoice after the delivery of each unit or service.

5.3   Payment on the agreed-upon dates is an essential condition for delivery and for fulfilment of the contract by the seller. Failure on the part of the buyer to comply with the agreed payment schedule entitles the seller to discontinue current work and to withdraw from the contract. All costs connected therewith as well as loss of profit are to be borne by the buyer. In case of delayed payment, operating costs as per § 458 UGB (Austrian Commercial Code) of EUR 40,- as well as interest in arrears at standard bank rates are billed. The reimbursement of operating costs that exceed this fixed sum is not affected by this as per § 1333 ABGB (Austrian Civil Code). In case two consecutive instalments are not paid on time, the seller has the right to enforce non-compliance and to call accepted drafts.

5.4   The buyer is not entitled to withhold payment because of incomplete total delivery, guarantee or warranty claims, or complaints.

6   Copyright and Use

6.1   The seller or his licensors are entitled to all copyrights on the agreed services (programs, documentation, etc.). The buyer obtains only the right to use the software after payment of the agreed remuneration strictly for his own purposes, solely with the hardware as specified in the contract, and in accordance with the number of licenses acquired, simultaneously at different workplaces. By this contract the buyer merely acquires usage rights. Further distribution of the product by the buyer is not permitted, as per copyright law. The buyer does not by virtue of participating in the production of the software acquire any rights beyond its use as set forth in this contract. Any infringement of the copyrights of the seller will result in the right to claim damages, in which case the seller is entitled to full compensation.

6.2   The buyer is permitted to make copies for archiving and data backup purposes only on condition that the software does not contain an explicit prohibition of the licensor or a third party to do so and on condition that all notices of copyright and ownership are transferred unchanged into these copies.

6.3   Should the disclosure of the interfaces be necessary for interoperability of the software covered by this contract, the seller is to request this of the buyer incl. remuneration of costs. If the seller does not comply with this stipulation and decompilation follows in accordance with copyright law, the results are to be used exclusively for the implementation of interoperability. Misuse will result in claims for damages.

7   Right of Cancellation

7.1   Should the agreed-on date of delivery be exceeded solely due to the fault or the unlawful conduct of the seller, the buyer is entitled to cancel the contract in question by registered letter if essential parts of the agreed service are not performed within a reasonable grace period and the buyer is in no way at fault.

7.2   Force majeure, work conflicts, natural catastrophes, and transportation stoppages, as well as other circumstances that cannot be influenced by the seller relieve the seller of the obligation to deliver or permit him to amend the agreed delivery period.

7.3   Cancellation by the buyer is only possible with the written agreement of the seller. If the seller agrees to the cancellation, he is entitled to charge not only for services rendered and accrued costs, but also a cancellation fee that represents 30% of the value of the total order not yet settled.

8   Warranty, Maintenance, Alterations

8.1   Notices of defects are valid only if they concern defects that are reproducible and if they are submitted within 4 weeks after delivery of the agreed service or, in the case of custom software, after acceptance of the program in accordance with 2.4., and documented in writing. In case of warranty, the improvement has precedence over a price reduction or redhibition. If the notice of defects is justified, the defects are to be remedied within an appropriate period of time, and the buyer has to make available to the seller all measures required by him to investigate the problem and remedy the defects. The principle of the burden of proof, i.e. the obligation of the contractor to prove his innocence, does not apply.

8.2   Revisions and additions, which, before the agreed work is handed over, prove to be necessary because of organizational deficiencies or technical deficiencies of the program, and for which the seller bears responsibility, are to be carried out free of charge by the seller.

8.3   The costs for support provided, analysis of errors, remedying defects and failures that are the responsibility of the buyer, as well as other corrections, revisions and additions are to be carried out by the seller and the costs charged to the buyer. This is also the case for the remedying of errors when program revisions, additions or other interventions have been carried out by the seller himself or by a third party.

8.4   Furthermore, the seller assumes no warranty for defects, failures or damages that are due to improper use, altered components in the operating system, interfaces and parameters, the use of inappropriate organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from the installation and storage provisions) or damage during shipment.

8.5   For programs that are subsequently altered by programmers of the buyer or by third parties, any existing warranty of the seller's is no longer applicable.

8.6   Insofar as the subject of the order is the revision or supplementation of existing programs, the warranty covers the revision or supplementation. The warranty for the original program does thereby not come into effect again.

9   Liability

The seller is liable for damages insofar as intent or gross negligence can be proven, within the framework of statutory regulations. Liability is excluded in case of slight negligence.

10 Loyalty

The parties of the contract oblige themselves to reciprocal loyalty. They will not hire away staff or employ, including by way of third parties, staff of the other party who have worked on the realization of the projects, during the duration of the contract or for 12 months after the end of the contract. A party in violation of this clause is obliged to pay lump-sum damages in the amount of one annual salary of the employee.

11 Protection of Data Privacy, Nondisclosure

The seller obliges his employees to observe the provisions of the European GDPR and all relevant Austrian regulations.

12 Other

Should individual terms of this contract be or become inoperative, this will not affect the remaining terms of this contract. The parties to the contract shall collaborate in a spirit of partnership to find an arrangement that approximates as nearly as possible the inoperative terms.

13 Concluding Terms

Insofar as not otherwise agreed, the statutory regulations applicable to registered merchants are exclusively those in force under Austrian law. This is the case also when the order is carried out outside of Austria. In case of conflict, it is agreed that only the responsible local court in the seller's place of business has jurisdiction. For sales to consumers within the scope of consumer protection law, the above terms are valid only insofar as the consumer law does not insist on other conditions.