

## General terms and conditions for the use of standard software of AI Software Solutions ("AIS")

(As of: February 2022)

### I. Introductory provisions

#### 1. General, scope of application

- 1.1. Offers and deliveries to, and other services against payment for entrepreneurs (cf. subsection 1.2) - including future ones - related to the use of software of AIS are exclusively performed on the basis of these general terms and conditions for the use of standard software over the internet. Conflicting terms and conditions, or alternative terms and conditions of the customer not included in these terms, will not be accepted.
- 1.2. The terms shall apply only to persons who, upon conclusion of the agreement, act in the course of their trade, business or profession ("entrepreneurs"), and in the event of a domestic business transaction to domestic legal entities under public law or a domestic separate fund under public law. They do not apply to natural persons concluding the agreement for purposes that cannot be attributed to their trade, business or profession ("consumers").

#### 2. Object of agreement, conclusion of agreement

- 2.1. AIS offers the customer the possibility to use the software specified in the order confirmation or offer over the internet against payment for the duration of the agreement. If agreed, AIS shall also perform support services especially in relation to the commissioning/implementing of the software and as stipulated in the "General terms and conditions for software support contracts" („Support terms“) and the Service Level Agreement ("SLA"). The surrender of the source code of the software is not a part of the agreement.
- 2.2. The availability of the platform is governed by the provisions of the SLA.
- 2.3. The specifications and information given in the product catalogues and on the homepage operated by AIS shall only be legally binding parts if the agreement expressly refers to them.
- 2.4. The contractual relationship between the parties shall be governed by the accepted offer and the SaaS Terms. Collateral agreements, verbal statements by employees or representatives, as well as changes of confirmed orders

(including changes to delivery items) require written confirmation by AIS to be effective (e.g. electronic transmission).

### 3. Product descriptions

- 3.1. Product descriptions on the AIS homepage or in catalogues, brochures etc. are no quality guarantees.
- 3.2. As far as AIS offer documents, in particular test programs, illustrations and quotations, are concerned AIS reserves all proprietary rights, copyrights and industrial property rights (including the right to register these rights). The aforementioned documents shall upon request be immediately returned to AIS if an offer is not accepted.
- 3.3. AIS reserves the right to technical changes provided that the customary use of the contractual object or its use as agreed is not materially and adversely affected and that the changes are not unreasonable for the customer.

### 4. Delivery, delivery period and delay in acceptance

- 4.1. AIS makes the software available for use by the customer by sending the customer the required access data for identification and authorization via e-mail.
- 4.2. The delivery period is reasonably extended - even in the event of a delay - in case of force majeure and all unforeseeable impediments that may occur after the conclusion of the agreement for which AIS is not responsible insofar as such impediments have a demonstrable effect on the fulfilment of the contractually agreed performance. This also applies if said circumstances occur at preliminary suppliers. AIS will inform the customer about the beginning and end of such impediments as soon as possible. In case that the impediment lasts for more than three months or if it is certain that it will last longer than three months both customer and AIS may withdraw from the agreement.

### 5. Prices

Unless agreed otherwise the prices listed in the current list of prices and conditions of AIS shall apply plus V.A.T. as required by law as well as forwarding expenses.

### 6. Terms of payment, creditworthiness

- 6.1. AIS executes the invoicing annually and in advance for the respective subsequent 12-months' period.

- 6.2. Unless otherwise agreed invoices are due for payment 10 days from the date of the invoice without any deductions. Payments will be considered as made when AIS can dispose of the entire amount without recourse (receipt of payment).
- 6.3. Checks will only be accepted after a corresponding arrangement between the parties and are considered a valid payment only after the amount has been credited without reservations. All costs arising thereof, in particular bank, discount and other charges plus V.A.T. must be borne by the customer and are due without delay.
- 6.4. Any offsetting or retention of payment with the effect of an offsetting is only permitted when the counterclaims by the customer have been acknowledged by AIS, are undisputed, ready for a decision or have become res judicata.
- 6.5. Upon default of payment default interest to the amount of nine (9) percent per year above the relevant base interest rate can be charged. The contractual parties are at liberty to provide evidence of a higher or of a substantially lower actual damage. AIS's right to already charge default interest to the amount of five (5) percent upon default in a reciprocal trade transaction shall remain unaffected.
- 6.6. In the event that it becomes apparent after conclusion of the agreement that the payment claim of AIS is at risk due to a lack of solvency on the part of the customer AIS is entitled to refuse performance and performance preparation activities. The right to refuse performance expires if the payment has been affected or security has been provided for such payment. AIS can grant the customer a reasonable time limit for the payment or the provision of a security. If AIS does not receive any payment or security after expiry of this time limit, AIS is entitled to terminate the agreement.
- 6.7. In case of foreign deliveries to countries within the European Union the customer is obliged to communicate his V.A.T identification number in good time prior to the delivery date agreed under contract as evidence of their obligation to purchase taxation in the importing country. In the event that this information is not furnished in time and in full, AIS reserves the right to charge V.A.T. as applicable.

**II. Terms for the use of standard software against payment**

**7. Rights of customer, use**

- 7.1. The customer receives the non-exclusive, nontransferable, non-sublicensable temporary right limited to the duration of the agreement to use the AIS software as defined in the offer by remote access over the internet. The software is

not assigned to the customer. The customer is entitled use the software for his purposes, to process and store his data.

- 7.2. The customer is not entitled to any further rights, e.g. to change or duplicate the software and/or to use the software for purposes not mentioned in this agreement. The customer is not permitted to reverse engineer, decompile, copy, disassemble, duplicate the software, or use any part of the software to generate a separate application. In addition, the customer is not allowed to generate any other derivative work on the basis of the software, in particular a rival product or service, or to copy features, functions or graphics.
- 7.3. Furthermore, the customer is not entitled to distribute, sell, rent, sublicense, license the rights granted under this agreement or to make them otherwise available to third parties unless it is a named user. The term named user refers to all persons named by the customer upon conclusion of the agreement for the use of contractual services.
- 7.4. In the event that the contractual use of the software is impaired by third-party property rights without the fault of AIS the latter is entitled to refuse performances that are affected by these. AIS shall immediately inform the concerned customer and will find a suitable way to give the customer access to its data. In this case the customer is not obliged to pay for the non-performance. Other claims or rights shall remain unaffected.
- 7.5. The router output to the internet of the data center used by AIS is the transfer point for contractual services.
- 7.6. The software, the computer performance required for the use over the internet, as well as the storage capacity for data required for the use over the internet (RAM and HD) will be made available by AIS or by one of the subcontractors commissioned by AIS. The individual performance ratings depend on each Customer offer.
- 7.7. AIS transfers the access data for identification and authorization to the customer that is required for the use of the software. The customer is not permitted to transfer the access data to third parties unless it is a user/legal entity who was named to AIS and taken into account in the calculation of the fee. The customer shall be responsible for all activities ensuing from the unauthorized use of access data. In the event that such unauthorized use by third parties has occurred or is suspected the customer shall immediately inform AIS by sending an e-mail to legal@AIS.com. New additional users/legal entities will be reported to AIS before they start their activities so that the fee can be adjusted accordingly.
- 7.8. Customer access to the internet is not subject of the contract. The good working order of the internet access,

including transmission lines as well as his own computer, remains under the sole responsibility of the customer.

- 7.9. The recording, processing and use of data entered by the customer while using the software remains under the sole responsibility of the customer.
- 7.10. Trademark rights, copyrights and trade secret and/or other intellectual property rights of AIS remain the property of AIS. The customer shall immediately notify AIS in the event that third parties assert industrial property rights in relation to the software against him.

## 8. Obligations of customer

- 8.1. The customer shall use the software, as well as the provided storage and computing capacity, only in accordance with the terms. The installation of other software is not permitted. The same applies to the storage of data that is not directly connected with the use of the contractual software.
- 8.2. The customer is required to adequately support AIS in the performance of the service.
- 8.3. The customer is obliged to observe the customary and recognized safety standards. This also includes regular data backups by the customer on media of his own, data protection with reasonable technical and economic effort against interference from unauthorized persons, as well as the use of the latest anti-virus programs. In any case backups must be made prior to changes carried out by the customer as well as prior to maintenance works which will be announced in advance by AIS.
- 8.4. The customer will protect all data against any third-party access. Codes and passwords must be changed prior to their first use as well as in regular intervals. Codes and passwords must be changed immediately if there is a reason or cause to suspect that third parties have accessed them.
- 8.5. The customer guarantees that the information transferred to AIS by him is true and up to date at all times. The customer is obliged to update information immediately in the event of any changes to ensure a trouble-free use.
- 8.6. The customer is obliged to verify in advance that the contractual services correspond to the contractual requirements. If that is not the case AIS must be notified without delay. In this case the customer must communicate all relevant information to AIS. In addition, the customer shall also take care that his hardware and software, as well as internet connection, fulfil the minimum requirements for the contractual use of contractual services. The

customer must observe all requirements set by AIS in relation to the contractual services.

- 8.7. The use of the software outside the Republic of Austria may under certain conditions be restricted by other national legal provisions. The customer is obliged to comply with such provisions and bears all costs that may arise in connection with the use of the software, such as customs duties, taxes, or other dues or fees.
- 8.8. In the event of serious violations against customer duties AIS shall be entitled to block the account of the customer at his expense. This does not release the customer from his payment obligations against AIS.
- 8.9. Additional costs and disadvantages resulting from the violation of the duties mentioned above must be borne by the customer.

## 9. Defects

- 9.1. Liability without fault for defects that were already present upon conclusion of the agreement is excluded.
- 9.2. A defect shall be deemed to exist if the suitability for contractual use is nullified or not insignificantly reduced. The contractual use is conclusively defined by any agreed specifications. In the event that the suitability for contractual use is nullified the customer shall be exempted from payment of the remuneration until the defect is remedied. In case of a partial unsuitability the remuneration is reduced to a reasonable amount until the defect is remedied.
- 9.3. The customer undertakes to immediately inform AIS in writing (E-Mail is sufficient) in the event that defects of the software are found. In case of material defects this must be done by way of a detailed description of the time and the particular circumstances of the occurrence of the defect to allow AIS to reproduce, analyze and remedy it.
- 9.4. If the customer does not immediately report defects that are known to him or that are obvious the customer's rights to reduce the agreed price or terminate the agreement for defects are excluded. The same applies to hidden defects unless they are reported to AIS within eight working days from their discovery.
- 9.5. In the event that AIS is unable to remedy the defect within a reasonable time period determined by the customer which allows for at least three attempts to remedy the defect, the customer shall be entitled to extraordinarily terminate the agreement.
- 9.6. If upon a notice of defects by the customer, there appears to be no defects of the software the customer shall

compensate the costs accrued in connection with the examination provided that the unjustified notice of defects is the fault of the customer.

- 9.7. In case that a third party asserts property rights regarding the contractual services against the customer AIS will at its discretion and expenses either change or replace the contractual services so that the property rights claim is no longer against the customer.
- 9.8. The customer shall immediately notify AIS if third parties assert property rights (e.g., copyrights or patent rights) to the contractual services against him. The customer authorizes AIS to solely take legal action against the third party. As long as AIS makes use of the authorization the customer may not acknowledge the claims of the third party without AIS's consent; AIS will then fend off the claims of the third party at its own expense and indemnify the customer of all costs associated with the defense against such claims unless these are based on faults attributable to the customer (e.g. use in violation of agreement).
- 9.9. AIS shall only be liable for damages due to defects within the scope defined in subsections 10 and 11. This limitation does not apply if AIS has fraudulently concealed a defect.
- 9.10. The support agreed in accordance with the support terms and conditions pursuant to subsection 2.1 of these terms does not restrict the warranty rights of the customer according to this subsection 9.

## **10. Liability, disclaimer of liability**

- 10.1. AIS is liable according to the regulations of the Austrian Product Liability Act as well as in cases of culpable incapacity and culpable impossibility. AIS shall in addition be liable for damages according to the legal provisions in cases of malicious intent, gross negligence, acceptance of a warranty, as well as injury to life, body or health for which AIS is responsible. If AIS otherwise violates an obligation due to simple negligence whose fulfilment is a prerequisite for the proper execution of the agreement and the compliance to which the customer regularly trusts and can trust, or an obligation whose violation puts the achievement of the contractual purpose at risk (in total "cardinal contractual obligations"), the obligation to pay compensation of AIS shall be limited to the foreseeable damage which is typical for the agreement; subsection 4.2 - liability limitation in the event of delay in delivery - shall remain unaffected. In all other cases of liability claims for damages due to the violation of contractual obligations and through impermissible acts are excluded, as a result of which AIS shall not be liable for loss of profit or other financial losses of the customer.

- 10.2. In the event of a data loss AIS's liability in cases of simple negligence shall be limited to the expense for a restoration using existing data backups.
- 10.3. Insofar as the liability of AIS is excluded or limited due to the aforementioned provisions this also applies to the personal liability of office employees, factory workforce, staff members, legal representatives and agents.

## **11. Limitation period**

Subject to sentence 3 all liability claims against AIS expire by limitation after one year. The time limit for the liability limitation commences on the date specified in section 1489 of the Austrian Civil Code (ABGB). The regulations specified not apply to AIS's liability on account of malicious intent and gross negligence, injury to life, body and health for which AIS is responsible, as well as on account of simple, negligent violation of cardinal obligations, a liability pursuant to the Austrian Product Liability Act and as a result of a warranty.

## **12. Content published, use of the software**

- 12.1. The customer undertakes to designate content put on the internet as his own or third-party content, as well as to state his full name and address. Further obligations, in particular information obligations, may arise from the Austrian Distance Selling Act (Fern- und Auswärtsgeschäfte-Gesetz) as well as the provisions of the Austrian Communication-Platform Act. The customer is obligated to investigate on, and comply with, such obligations.
- 12.2. The customer undertakes not to publish content which violates third-party rights or statutory regulations. The customer is in particular not permitted to spread and/or put images, texts, graphics and links or other data or content online which violate legal regulations or third-party copyrights, intellectual property rights or any other third-party rights. Storage and/or disclosure to third parties of extremist content, or content which is against public policy or of texts or data depicting violence or contain pornographic, discriminatory, racist, defamatory or other illegal content or illustrations are not permitted. AIS is entitled to block the customer account in case of violation of the above. The same shall apply if the customer discloses content to third parties which offends their honor, or insults or disparages persons or certain groups of people. The same applies even if an actual legal claim is not given. The customer bears the sole responsibility for data and content provided by him. AIS does not examine the content for its correctness, or lack of viruses or to determine whether it is technically possible to examine it for viruses.

- 12.3. The customer is prohibited (a) under these SaaS terms to store or forward infringing, defamatory or other illegal and/or illicit content, (b) to use services and systems provided under this agreement to store or forward malicious codes or other sabotage programs, (c) to impair or disturb the integrity or performance capacity of the services and system provided under this agreement, (d) to use the services provided under this agreement to gain illicit access to systems or networks which are interconnected with these services, as well as (e) to send spam, mass e-mails or other unwanted messages in violation of applicable laws and regulations.
- 12.4. AIS is entitled to block the customer's account in case of non-compliance. With a provision of these Terms.

### **13. Remuneration, due date, default in payment**

- 13.1. Unless otherwise agreed the remuneration for the use of the AIS-software during the minimum term is calculated in accordance with the list of prices and conditions of AIS plus turnover tax. After expiry of the minimum term, provided that a new agreement is concluded and unless otherwise agreed, the remuneration shown in the relevant list of prices and conditions for the minimum term plus turnover tax shall apply unless a new minimum term is agreed upon.
- 13.2. Unless otherwise agreed the remuneration for the agreed minimum term is due in advance on the third working day of the agreed minimum term. After expiry of the agreed minimum term, and unless the agreement is terminated, the remuneration for the following term shall always be due in advance on the third working day of the respective term.
- 13.3. For the interest on arrears payable by the customer in case of default in payment subsection 6.5 above shall apply accordingly.

### **14. Term and notice of termination**

- 14.1. The term of the agreement is subject to the time period stated in the offer (hereinafter "minimum term"). After expiry of the minimum term the agreement is extended automatically for the period of the minimum term, however by at least 12 months, but no more than 24 months (hereinafter "extension period"), unless it is terminated in writing by one of the parties with a notice period of ninety days at the end of the minimum term or extension period. In the event that no minimum term is stated in the offer it is agreed that the minimum term is 12 months.

- 14.2. The contractual relationship commences with the transmission of the access data to the customer.
- 14.3. A right of termination of the customer on account of denial of use pursuant to section 920 of the Austrian Civil Code (ABGB) is excluded, unless the effort to bring the contractual services into conformity with the agreement must be deemed to have failed.
- 14.4. Section 1114 of the Austrian Civil Code (ABGB) is excluded.
- 14.5. In addition, the agreement can be terminated in writing by any of the parties without observance of a notice period for material breach. For the purposes of the agreement a material breach entitling AIS to terminate the agreement exists in particular if the customer violates rights of AIS by using the software beyond the scope agreed upon in the agreement and does not stop the violation within a reasonable period after a warning notice by AIS, or if the customer does not pay an invoice despite reminder with appropriate deadline. For the customer a material breach can be a substantial undercutting of the agreed software availability which must be regularly be an undercutting of more than 10%.
- 14.6. Terminations must be made in writing.
- 14.7. With the termination of the agreement no matter for what legal reasons all rights granted under the agreement are void.

## **III. Final provisions**

### **15. Subcontractors**

AIS shall be entitled to provide the contractual services by third parties acting as subcontractors provided that the subcontractors have the necessary skills to provide the contractual services.

### **16. Data protection**

- 16.1. The parties agree to comply with all applicable data protection regulations.
- 16.2. To the extent that the provision of the services requires the transmission and processing of personal data, the contracting party shall process and use the transmitted personal data only for the contractual purpose and shall limit such use to what is necessary for the performance of the agreed services.

- 16.3. As far as AIS acts as a data processor towards the customer, AIS and the customer will conclude a separate data processing agreement in accordance with the applicable data protection laws before the services in question are provided. AIS will process the personal data exclusively according to the instructions of the customer, except in the case of deviating legal obligations. AIS will provide the customer with such a data processing agreement upon request.
- 16.4. AIS and its subcontracted third parties are not allowed to store or transfer personal data in countries outside of the European Economic Area or Switzerland, unless prior written consent of the customer has been obtained or another contractual agreement has been made.
- 16.5. AIS takes appropriate technical and organizational measures to protect the personal data against loss or any form of unlawful processing, and these measures have been taken taking into account the risks involved in the processing and the nature of the data to be protected. The measures are also intended to prevent the unnecessary collection and further processing of personal data.
- 16.6. At the request of the customer and upon termination of the contract, AIS must return or destroy all personal data and copies thereof provided by the customer, and at the request of the customer, to demonstrate that AIS has carried out these actions, unless this is prohibited by legal obligations.

## **17. Compliance with export control laws**

- 17.1. The parties are mutually obliged to comply with all applicable economic sanctions, export control regulations and antiboycott regulations of the EU, Austria and the USA. With regards to the US regulations, however, compliance is only mandatory insofar as these regulations are compatible with the law of the EU or the law of the Republic of Austria ("Applicable Export Control Regulations"). AIS shall not be obliged to perform this Agreement to the extent that Applicable Export Control Regulations conflict with such performance.
- 17.2. The customer warrants that, at the time of entering into this Agreement, neither it nor any natural or legal person exercising control over it is subject to economic sanctions under the Applicable Export Control Regulations.
- 17.3. AIS shall be entitled to refuse deliveries and services as soon as it has knowledge or reason to believe that the customer is in breach of the Applicable Export Control Regulations. If the customer becomes aware that the use of the software and/or services delivered under this Agreement by the customer is not in compliance with the

Applicable Export Control Regulations, the customer shall immediately notify AIS thereof in writing or in text form.

- 17.4. The customer shall indemnify AIS against all costs or other losses (in particular claims by third parties, administrative fines, immaterial damages) resulting from the customer's non-compliance with the Applicable Export Control Regulations and the provisions of this Clause.

## **18. Confidentiality**

- 18.1. The customer undertakes to maintain secrecy as to all confidential information made known to him during this contractual relationship and to refrain from using that knowledge in particular for his own business purposes. Confidential information under this agreement includes all information that is known only to a small group of persons, that is not obvious, that must be kept secret according to the (explicit or implied) will of AIS, and in the secrecy of which AIS has a legitimate or economic interest.
- 18.2. Secrecy does not extend to publicly available knowledge, or knowledge that has been or can be disclosed without violation of any secrecy obligation, that the customer may or must disclose due to a law or by order of governmental or judicial authorities, or that can be passed on without obvious disadvantages for the company.
- 18.3. The obligation to maintain secrecy shall remain in force for another five years after termination of the agreement.

## **19. Reference customers**

AIS is entitled to cite the name of the customer along with the full company name and company logo on its marketing materials (including Websites) as a reference customer.

## **20. Place of fulfillment, applicable law, place of jurisdiction, supremacy clause, escape clause**

- 20.1. Unless otherwise agreed the place of fulfillment shall be the company domicile of AIS in Vienna, Austria.
- 20.2. The law of the Republic of Austria shall apply for these terms and all legal relationships between AIS and the customer. Any collision rules as well as the UN Convention on the Sale of Goods (CISG) are excluded.
- 20.3. Insofar as the customer is a businessperson in the meaning of the Austrian Commercial Code, a legal person subject to public law or special public law fund, the exclusive place of jurisdiction for all rights and obligations of the contractual parties from any kind of business - including disputes over

bills of exchange and checks - shall be the company domicile of AIS. The same applies if the customer does not have a general place of jurisdiction domestically (Republic of Austria), relocates his domicile or usual place of residence (outside the Republic of Austria) after conclusion of the agreement, or if his residence or usual place of residence is not known at the time proceedings are instituted.

- 20.4. In the event of inconsistencies between terms and support conditions the provisions of the terms shall have priority.
- 20.5. These terms can be changed between the customer and AIS by way of a corresponding arrangement as follows: AIS sends the customer the changed terms before they shall take effect in writing (e.g. via e-mail) and separately informs the customer about the new regulations as well as the date when they are to take effect. AIS will at the same time grant the customer a reasonable, at least four-week deadline to declare whether he accepts the changed conditions for a further use of the contractual services. In the event that no declaration is made within this time period, which commences with the receipt of the written notification, the changed conditions are deemed to have been accepted. At the beginning of the time period AIS will separately inform the customer about the legal consequences of his actions or inactions, i.e. the right to object, the time limit for filing an objection, and the legal effect of his silence.