General Terms and Conditions

of

dedomind GmbH

1. Scope

1.1. These General Terms and Conditions ("Terms and Conditions") apply to all services provided by dedomind GmbH, Linzer Straße 17, 4100 Ottensheim, Austria FN 665651z (hereinafter referred to as "DEDOMIND") and the client (hereinafter referred to as "Client") in the course of *an* existing contractual relationship.

1.2. *DEDOMIND* offers the *client* IT services in the area of implementation and migration to established ERP standard software from Microsoft. This includes consulting, analysis of the target and actual status, implementation & migration, go-live, hypercare phase, and follow-up support & operation. In addition, *DEDOMIND* offers programming services in the area of custom software and the distribution of standard software. The scope of the services to be provided by *DEDOMIND* and the remuneration to be paid for them shall be agreed in the order placed by *the Client* with *DEDOMIND*.

1.3. These terms and conditions also apply to new orders or extensions to the existing scope of the order, unless otherwise agreed in writing.

1.4. If a specific service agreement is concluded between *DEDOMIND* and the client, the more specific provisions of this service agreement shall take precedence over these terms and conditions in the event of a conflict. The remaining provisions of these terms and conditions shall remain unaffected.

2. Client's obligations to provide information and cooperate

2.1. After placing the *order*, the *client* is obliged <u>to immediately provide *DEDOMIND* with all information, documentation, and facts that could be relevant to the fulfillment of the order and to submit all necessary documents</u>. *DEDOMIND* is entitled to assume the accuracy of the information, facts, original contractual partners, and documents, unless their inaccuracy is obvious.

2.2. During the term *of the contract*, the *client* is obliged to inform *DEDOMIND* immediately of any changed or new circumstances that could be relevant to the execution of the order as soon as they become known.

2.3. In order to fulfill the order, the *client* shall, if necessary and upon request by *DEDOMIND*, name a person with overall responsibility for the service used, who has the appropriate authority to act and make decisions and who is available to *DEDOMIND* as a contact person within the scope of the service provision. If necessary, *DEDOMIND* shall also be provided with the name of an IT or information security officer as a contact person who is sufficiently familiar with the *client's* IT and information security structures.

2.4. Finally, the *client* is obliged to grant the access and entry authorizations required for *DEDOMIND* to provide its services. The *client* must ensure that *DEDOMIND* has free access to the infrastructure necessary for the provision of services, in particular the necessary technical equipment, electricity, telephone, and data transmission lines, when providing services on site at *the client's premises*.

2.5. The *client* shall indemnify and hold *DEDOMIND* harmless for any delays in the provision of *services by DEDOMIND* resulting from the *client's* breach of its obligations to cooperate.

3. Principles of service provision and definitions

3.1. *DEDOMIND* provides its services in accordance with the current state of the art. Compliance with other technical norms or standards in the provision of services shall only become part of the contract if this is explicitly agreed in writing.

3.2. *DEDOMIND* is obliged to maintain confidentiality regarding all matters entrusted to it and any other facts that become known through its activities, the confidentiality of which is in the interest of the client.

3.3. *DEDOMIND* is entitled to commission employees or third parties to handle the client's affairs, provided that they have been demonstrably instructed about the obligation of confidentiality or that the corresponding obligations have been imposed on them.

3.4. *DEDOMIND* shall only be released from the obligations under this contractual provision to the extent that this is necessary to pursue claims *by DEDOMIND* (in particular claims for *DEDOMIND's* fees) or to defend against claims against *DEDOMIND* (in particular claims for damages by the client or third parties against *DEDOMIND*).

3.5. "Individual software" refers to software solutions to be developed individually, which are to be created by *DEDOMIND* for the *client* in accordance with the order within the framework of a software project contract. These are subsequently to be transferred to the client as source code in return for payment, subject to a corresponding agreement.

3.6. "Standard software" is a standard software package defined in an order that is transferred to the *client* once as binary code through the purchase of software and, if necessary, implemented on systems. The sale takes place either together with hardware (complete solution) or by making it available on a device belonging to *the client* and includes the associated ancillary services.

3.7. "Software" refers to the custom or standard software purchased in accordance with an agreement with *DEDOMIND*.

3.8. "System" refers to the hardware sold by *DEDOMIND* to the *client* or provided by the client on which the software is made available.

3.9. "Software maintenance" refers to the regular maintenance of the software provided within the framework of a continuing obligation in the event of a corresponding agreement.

3.10. "Service" is the provision of programming and consulting services outside of a software purchase agreement or a software maintenance agreement. For the purposes of these Terms and Conditions, a service is always provided when *DEDOMIND* is not obligated to deliver a specific result (contract for work or hire, or lease agreement), but rather to provide a service (service agreement).

Terms and conditions for software development

(Custom software - software project contracts)

4. Planning phase (custom software)

4.1. Before developing custom software, the parties shall carry out a planning phase in order to bindingly define the detailed technical, commercial, and time-related framework conditions of the project. Before the start of the planning phase, the contracting parties shall sign a mutual confidentiality agreement.

4.2. During the planning phase, *DEDOMIND* is obliged to obtain a comprehensive overview of the *client's* existing system requirements and to inform the *client* in writing if there are any doubts as to whether the project can be developed on the basis of these system requirements. Reference is made to the *client's* obligations to provide information and cooperate (in accordance with section 2 of these terms and conditions).

4.3. After completion, the framework conditions of the project must be bindingly defined and signed by both clients in a project plan, if necessary on the basis of a specification and a requirements document, and in this context become an integral part of the contract between DEDOMIND and the *client*.

4.4. If it becomes apparent during the planning phase that the project cannot be implemented according to the parameters planned by *the client*, the client is entitled to withdraw from the project by means of a written declaration. In this case, *DEDOMIND* shall receive a reasonable one-time payment for the services rendered during the planning phase, but at least 20% of the budgeted project costs.

5. Development and granting of rights (custom software)

5.1. *DEDOMIND* is obliged to create the custom software in accordance with the agreed framework conditions and to transfer it to the *client* in return for payment.

5.2. After implementation of the project, the *client* is entitled to use the custom software within the agreed framework (right of use).

6. Acceptance of the custom software and operation (custom software)

6.1. Acceptance of the custom software takes place after it has been made available on a system for the first time in the form of a final acceptance. Ongoing tests on test systems serve only to check the progress of the project. The acceptance test must be recorded and the protocol signed by the contracting parties.

6.2. The project completion date shall be deemed to have been met if the acceptance test has been completed without errors by that date or if any errors that have occurred have been rectified before the date. If a delay is due to circumstances for which *DEDOMIND* is not responsible, the project completion date shall be postponed by the period of this delay.

6.3. The acceptance test checks whether the custom software fulfills the agreed functions and specifications. *DEDOMIND* is responsible for conducting the acceptance test in the presence of the client. If the *client* refuses to participate in an acceptance test despite a grace period of two weeks, the custom software shall be deemed to have been accepted as free of defects.

6.4. If defects are found during a test run, this test run shall be repeated after they have been remedied by *DEDOMIND*, and if this is deemed technically necessary by the client, further test runs shall also be repeated.

6.5. After the third unsuccessful repetition of the acceptance test, the *client* is not obliged to accept the custom software, provided that the defects that have occurred are not errors of class 3 or 4 according to these terms and conditions.

6.6. If the acceptance test is successfully completed, the *client* must declare acceptance of the custom software in writing. If, for reasons for which *DEDOMIND* is not responsible, the *client* does not accept the software despite a written request with a grace period of two weeks from the successful completion of all tests, the custom software shall be deemed accepted at the time of successful completion.

Terms and conditions for the purchase of software

(Standard software)

7. Software purchase (standard software)

7.1. The *client* purchases the software from *DEDOMIND* as binary code, including any associated databases and, if applicable, the system on which the software is located and the application documentation in printed and electronic form in German.

7.2. The source code is only part of the subject matter of the contract if this has been explicitly agreed between *the client* and *DEDOMIND*.

7.3. Unless otherwise agreed, *DEDOMIND* grants the *client* simple, unlimited rights of use for *the software* and user manual.

7.4. The *client* may use the software exclusively for its own company and the agreed business transactions arising there; thus, the *client* may not, in particular, (i) make the software available to third parties in any form whatsoever and/or use it for third-party business transactions.

7.5. The *client* may only make copies of the software to the extent that this is absolutely necessary for the agreed use of the software. The *client* also has the right to modify the software within the scope of the to adapt it to its own needs or to the needs of third parties commissioned by it in accordance with this contract. However, the client shall only be entitled to the latter during a current maintenance contract and only after the *client* has provided *DEDOMIND* with a detailed written description of the adaptation requirements and has unsuccessfully requested *DEDOMIND* to carry out the adaptations within a reasonable period of time, in any case not less than one month, in return for payment.

7.6. The *client* may make copies of the software for backup purposes (backup copies) to the extent necessary for the use of the software, whereby backup copies on removable data carriers must be marked as such and bear the copyright notice of *DEDOMIND*.

7.7. The *client* has the right to decompile within the meaning of Section 40e of the German Copyright Act (UrhG), i.e., to reproduce and (re)translate the source code of the software ("decompilation"), provided that the following conditions are met: (i)

Decompilation is essential for the *client* to obtain the information necessary to achieve interoperability of the software with other independently created programs, but exclusively within the scope of the use granted under this agreement; (ii) the decompilation is carried out by *the client* or on its behalf by a person authorized by *the client* for this purpose; and (iii) the decompilation is limited to those parts of the software that are necessary to achieve interoperability. (iv) The decompilation may not – and the *Client* shall be responsible for proving this – (a) be used for purposes other than establishing the interoperability of the software; (b) be passed on to third parties, unless this is necessary for the interoperability of the software; (c) be used for the development, reproduction, or distribution of a software product with a substantially similar form of expression or for other acts that infringe copyright.

7.8. Furthermore, the *client* is only entitled to decompile the software if *DEDOMIND* has not provided the necessary data and/or information within 14 days of receiving a written request from the *client* containing all information necessary and appropriate for establishing interoperability in order to establish interoperability with other independently created software products. The aforementioned period shall be extended appropriately if *DEDOMIND* provides reasonable justification within the 14-day period that compliance is not possible or reasonable.

7.9. *DEDOMIND* shall – if commissioned to do so – install the software within the period agreed in the order on systems sold with it or on the *client's* systems and make it operational for the *client* in accordance with this contract ("integration"). Installation on *the client's* systems requires that the *client* fulfill all requirements, in particular with regard to the minimum hardware and software environment and access to the *client's* systems, at its own expense.

<div align="center">**Conditions for software maintenance**</div>

8. Scope of services (maintenance contract)

8.1. Software maintenance in accordance with these terms and conditions is the provision of services by *DEDOMIND* in connection with the maintenance of the software and application support for those persons employed by *the client* who work with it; this exclusively includes the following areas:

a. the provision and implementation of patches and bug fixes for the software;

b. the provision and implementation of updates for the software;

c. application support, namely the provision of event-related information and instructions on how to use the software, as well as answering questions from the client in connection with the software;

8.2. Services other than those mentioned above shall only become part of the contract between the parties if this is done within the framework of a separate order on terms to be agreed upon by the parties. This includes, for example, training courses, individual further development of the software, insofar as this does not serve the purpose of troubleshooting, modifications to the software for the purpose of adapting it to new hardware or software, data backup measures, or the removal of malware.

9. Service Level Agreement (Maintenance Agreement)

9.1. *DEDOMIND* is obliged to eliminate all errors in the software duly reported by *the client* in accordance with these terms and conditions. Errors within the meaning of these terms and conditions of contract are defined as any malfunctions of the software that could be classified as defects. Malfunctions of the software resulting from unauthorized modification or editing of the software by the *client* are not considered errors whose rectification is covered by DEDOMIND's obligation to perform.

9.2. For the purpose of troubleshooting, *DEDOMIND* shall, as necessary, set up remote maintenance access secured against misuse in accordance with the current state of the art and maintain it for the duration of the software maintenance contract, or perform maintenance on the systems. In any case, *DEDOMIND* shall ensure that a suitably staffed, competent team of service specialists is available to rectify errors. Error reports will be accepted by *DEDOMIND* during maintenance hours on working days from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

9.3. If an error occurs, the *client* is obliged to immediately provide *DEDOMIND* with a specific, comprehensible, and accurate error message containing all the information necessary to enable *DEDOMIND* to narrow down the cause of the error and determine strategies for troubleshooting. This includes, in particular, information about the type of error, a description of the system status when the error occurred, the components affected by the error, and the frequency with which the error occurs. This must be reported via the email address provided by *DEDOMIND*; where possible, additional information (photos, error logs, etc.) should be included.

9.4. *DEDOMIND* will carry out troubleshooting by remote maintenance as far as possible. Only if an error cannot be rectified in this way or cannot be rectified within a reasonable time is *DEDOMIND* obliged to carry out troubleshooting at *the client's premises*.

9.5. If the *client* requests on-site troubleshooting even though the error could have been corrected by telephone, email, or remote maintenance, the client shall bear the associated costs. If *DEDOMIND* incurs costs in connection with remote maintenance or on-site maintenance due to incorrect error messages, these costs shall be paid by *the client* regardless of fault.

9.6. The service and response times agreed for software maintenance are specified in the service or performance agreement between *the client* and *DEDOMIND*, depending on

the product. The response time guaranteed by *DEDOMIND* begins when the *client* provides a complete error report.

9.7.   Unless otherwise agreed for a specific product in a service agreement, the following definition shall apply for determining service classes.

- Minor: The software can be used for its intended purpose without restriction. The error has no or only a negligible impact on the functionality and/or security of the software. The software can continue to be used without restriction.

- Medium: The intended use of the software is slightly restricted. The error has an insignificant impact on the functionality and/or security of the software and allows further use of the software with only minor restrictions.

- High: The intended use of the software is seriously restricted. The error has a significant impact on the functionality and/or security of the software, but allows continued use of the software.

- Critical: Use of the software is not possible or is unreasonably restricted. The error has a serious impact on essential functions and/or the security of the software; the software cannot continue to be used.

9.8.   The assignment of errors to the above classes shall be agreed upon by mutual consent. If the parties cannot reach an agreement, *DEDOMIND* shall take measures to remedy the malfunction based on the client's assessment. However, if it subsequently transpires that this assessment was incorrect, *DEDOMIND* shall be entitled to compensation for the additional costs incurred as a result of the incorrect classification.

10. Maintenance (maintenance contract)

10.1. *DEDOMIND* shall provide the *client* with all generally released updates, patches, and bug fixes and install them on the client's systems. *DEDOMIND* shall ensure that new program components are fully compatible with the client's software and known system environment and shall also be responsible for ensuring the greatest possible compatibility with the known interfaces used by *the client*. If, due to the IT infrastructure used by *the client*, compatibility cannot be achieved with reasonable effort, the client shall reimburse *DEDOMIND* for any additional expenses incurred.

10.2. *DEDOMIND* is completely free to decide whether to install the program components or new versions covered by this provision; if the *client* refuses to implement an update, patch, or bug fix, it loses its claim to the correction of those errors that would have been corrected by them.

10.3. *DEDOMIND* is not obliged to install and deliver upgrades. Upgrades are software components with significantly enhanced functionality or modified architecture.

10.4. However, for technical reasons, a completely error-free or uninterrupted system cannot be guaranteed. When calculating the contractually owed service and response times, cases of force majeure and periods of interruption of usability due to periodic maintenance and updating of the software or systems shall not be taken into account.

10.5. In the event of a breach or exceeding of the agreed service and response times, the *client* is only entitled to a pro rata refund of the contractually owed maintenance fee for the duration of the breach or exceeding. No claim shall exist if *DEDOMIND* can prove that the breach or exceeding is a consequence of one or more of the following circumstances:

- grossly negligent or intentional acts by the client or third parties;

- errors in hardware and/or software components whose maintenance or operation is not covered by the contract;

- external forces, such as water damage, fire, or damage caused by electricity and magnetism;

- force majeure.

10.6. Claims for damages for the lack of availability of software or systems beyond the pro rata refund of the contractually owed maintenance fee are excluded, unless these were caused intentionally by DEDOMIND.

10.7. Penetration tests or other checks of the security and stability of the system on which the custom software is installed by the *client* are only permitted during a valid maintenance contract with the consent of DEDOMIND.

11. Contract term and termination (maintenance contract)

11.1. Unless explicitly agreed otherwise for a specific project, the contractual relationship is concluded for an indefinite period and may be terminated by either party at the end of each calendar year with six months' notice. *DEDOMIND's* fee claim shall remain valid in any case.

11.2. The right of the contracting parties to terminate the contractual relationship for good cause remains unaffected by this provision. Good cause shall include, in particular, if one of the parties

    a. declares bankruptcy or the opening of bankruptcy proceedings has been rejected due to lack of assets.

    b. violates obligations under these terms and conditions and continues to act in breach of contract despite a warning and the setting of a reasonable deadline.

    c. gives any other reason or breaches the contract in a way that makes it unreasonable for the other party to maintain the contractual relationship.

    d. initiates legal proceedings against *DEDOMIND*, regardless of whether this is justified or unjustified, unless an attempt has been made beforehand to reach an amicable agreement in a personal meeting with the involvement of professional representatives of the parties.

12. Blocking (maintenance contract)

12.1. *DEDOMIND* is entitled to temporarily refuse to provide services in whole or in part (suspension) if there is reasonable suspicion that the *client*, in using the service, is violating laws or essential contractual obligations, namely those that serve to ensure the functionality of even a single service or the protection of third parties, or is taking

actions that entitle *DEDOMIND* to immediate termination of the contract in accordance with these terms and conditions.

12.2. Reasonable suspicion of illegality and/or a violation of the law exists in particular if courts, authorities, and/or other third parties inform *DEDOMIND* thereof. *DEDOMIND* shall notify the *client* of the suspension and the reason for it without delay. The suspension shall be lifted as soon as the suspicion has been refuted and the conditions for it no longer exist.

12.3. In the event of default of payment by the client, *DEDOMIND* shall also be entitled, after a single unsuccessful written reminder, to suspend the provision of the contractual services in whole or in part upon notification of the other suspension, setting a grace period of 7 days.

12.4. The *client* shall have no claims arising from a justified suspension of services.

12.5. The costs associated with the suspension, including those of resumption, shall be reimbursed by *the client* if the suspension is attributable to the client. A suspension attributable to *the client* does not release the client from the obligation to pay the monthly fees.

Conditions for the provision of services

(Consulting and programming services)

13. Scope of services & definitions

13.1. The scope and content of the order placed with *DEDOMIND* and the specific subject matter of the service or consulting are determined by the agreed scope of the order. The transmission of an order confirmation or the unconditional provision of commissioned services shall in any case be deemed acceptance of the offer by *DEDOMIND*.

13.2. *DEDOMIND* is entitled and obliged to provide all services that are necessary and expedient for the fulfillment of the order. If the situation changes after the end of the contractual relationship, *DEDOMIND* is not obliged to inform the client of changes or the resulting consequences.

13.3. The services provided by *DEDOMIND* in the course of consulting activities shall be performed in particular through programming activities or the contribution of methodological knowledge, the use of proven methods and tools, the analysis of existing processes, the sensitization of and discussions with responsible employees of *the client*, and the preparation and holding of workshops. *DEDOMIND* does not provide legal advice.

13.4. It is expressly stated that *DEDOMIND* is only obligated to provide the services defined in the scope of the order in accordance with the respective order, but never to achieve a specific project success.

General Terms and Conditions

(Valid for all services provided by *DEDOMIND*)

14. Fees

14.1.   Unless otherwise agreed, *DEDOMIND* is entitled to a reasonable fee.

14.2.   *DEDOMIND* accepts orders for the development of custom software on the basis of a flat rate agreed in advance and/or an hourly rate agreed in advance (also for additional and supplementary services).

14.3.   The *client* acknowledges that any <u>estimate</u> made by *DEDOMIND* <u>regarding the amount of the anticipated fee</u> that is not expressly designated as binding <u>is non-binding and cannot be considered a binding cost estimate (within the meaning of § 5 (2) KSchG),</u> because the extent of the services to be provided by *DEDOMIND* – with the exception of pure software purchases – cannot be reliably assessed in advance due to their nature.

14.4.   The amount and billing periods for the provision of services within the framework of a software maintenance contract are determined by the scope of the order placed.

14.5.   DEDOMIND provides consulting and programming services on the basis of an hourly rate agreed in advance. The contractual partner has the option of booking a fixed monthly quota of hours in advance, which cannot be carried over to subsequent months and is invoiced monthly in advance.

14.6.   Billing is based on units of 15 minutes or part thereof, with *DEDOMIND* keeping detailed time records that can be sent to the contracting party on request.

14.7.   Agreed fees shall be adjusted at the beginning of each calendar year by the increase in the consumer price index (CPI 2020) that has occurred in the last 12 months, but by at least 2%. A temporary non-indexation does not constitute a waiver of this increase by *DEDOMIND*; it can also be claimed for the past during the entire term of the contract.

14.8.   The contractual services are generally provided by *DEDOMIND* during business hours on weekdays from 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m.

If the *client* requests a different service provision, time surcharges will be recorded for the services rendered in each case. Services requested outside the specified periods

will be recorded at a factor of 1:2. Services provided by *DEDOMIND* at its discretion outside core opening hours will be recorded at a factor of 1:1.

14.9. If *DEDOMIND* is to use or implement third-party software products at the client's premises, the associated costs are not included in the fee. All costs associated with the use of these software products, such as license fees, expenses, and other costs, must be reimbursed by the *client* to *DEDOMIND* within 7 days of invoicing or paid directly to the third-party provider.

14.10. Any expenses incurred by *DEDOMIND* in the exercise of the *client's* rights of inspection and control shall be reimbursed appropriately.

14.11. If the *client* defaults on payment of all or part of the fee, they shall pay *DEDOMIND* default interest at the statutory rate, but at least 12% above the respective base interest rate. Any further legal claims (e.g. § 1333 ABGB) remain unaffected.

15. Liability of *DEDOMIND* and warranty

15.1. <u>*DEDOMIND's* liability for defective performance or other breaches of contractual obligations is limited to the sum insured under *DEDOMIND's* business liability insurance available for the specific case of damage.</u>

15.2. If the liability insurance does not provide coverage in the specific case of damage, *DEDOMIND's* liability shall be limited in each legally permissible case to the amount paid by *the client* in the previous calendar year for DEDOMIND's services.

15.3. This respective maximum amount includes all claims against *DEDOMIND* for defective performance and/or other breaches of contractual obligations, such as, in particular, claims for damages and price reductions. This maximum amount does not include claims by the client for reimbursement of the fee paid to *DEDOMIND*, whereby the *client* may only reclaim the remuneration agreed for the respective service component.

15.4. In all applicable cases, *DEDOMIND* shall only be liable for damages in cases of intent or gross negligence. In cases of slight negligence, *DEDOMIND* shall only be liable for personal injury. *DEDOMIND* shall not be liable for indirect damages, lost profits, loss of interest, lost savings, consequential damages, or financial losses.

15.5. *DEDOMIND* assumes no liability for the suitability of the software for the purpose intended by *the client*, but only for the provision of services as agreed. *DEDOMIND* is not liable for visual deviations that do not impair the proper use of the software.

15.6. The *client* is responsible for providing evidence of any fault *on the part of DEDOMIND*.

15.7. When commissioning *DEDOMIND,* all limitations of liability also apply in favor of all employees and subcontractors working on behalf of *DEDOMIND*.

15.8. *DEDOMIND* is only liable to its *client*, not to third parties. The *client* is obliged to expressly inform third parties who come into contact with *DEDOMIND's* services due to the client's actions.

15.9. *DEDOMIND* provides a warranty in accordance with §§ 922 ff ABGB (Austrian Civil Code). The *client* must prove in each case that a defect exists, whereby a material defect must be reproducible in any case; the presumption of defectiveness according to § 924 ABGB does not apply.

15.10. The *client* assumes a duty to inspect and give notice of defects in accordance with § 377 UGB (Austrian Commercial Code) with regard to all services provided by *DEDOMIND* in the performance of this contract, failing which the legal consequences specified therein shall apply. In any case, the client must notify *DEDOMIND* in writing of any service disruptions within the meaning of this provision.

15.11. In the event of material defects, *DEDOMIND* shall in any case first have the option of rectifying the defect (repair or addition of the missing item) or replacing the item; To this end, *DEDOMIND* shall, at its discretion, provide the client with a new, defect-free system and/or software or remedy the defect directly at *the client's premises*; the defect shall also be deemed to have been remedied if *DEDOMIND* shows the *client* reasonable ways of preventing the effects of the defect (reasonable workaround).

15.12. In the case of defects of title, *DEDOMIND* shall in any case first have the option of providing warranty by means of improvement and shall have the choice of providing the client with a legally flawless possibility of use of the contractual item or of the replaced or modified equivalent contractual item (reasonable workaround).

15.13. Within the scope of the warranty, the *client* must accept a new or modified contractual item if the functional scope specified in the contract is retained and the acceptance does not lead to significant disadvantages, which must be proven by *the client*.

15.14. If third parties assert claims that prevent or hinder the *client* from using the subject matter of the contract in accordance with the contract, the *client* must inform *DEDOMIND* immediately in writing and in full. If the *client* is sued by third parties due to the use of the subject matter of the contract, they must coordinate all steps in this regard with *DEDOMIND* and may only take legal action, in particular acknowledgments

and settlements, with the consent of *DEDOMIND*. In this context, *DEDOMIND* shall be obliged to indemnify and hold the *client* harmless, unless the claims are based on a breach of duty by the *client*; in this case, the *client* shall indemnify and hold *DEDOMIND* harmless.

15.15. If *DEDOMIND* provides services, e.g., for troubleshooting or error correction, without there being a defect, a reasonable fee may be charged for this. This applies in particular if a defect cannot be proven/reproduced or is not attributable to *DEDOMIND*.

15.16. If a defect can be remedied by installing or otherwise providing a new or improved version of the software, the *client* is obliged to accept the remedy of the defect by such a new installation by , unless it can assert compelling reasons to the contrary.

15.17. The *client* shall lose all claims to warranty and compensation if he modifies or edits the software without authorization.

15.18. Due to the risk of data loss and/or unavailability of the software, the *client* is obliged to make or have made backup copies of the data processed using the software on a regular basis, at least once a week, in order to comply with their obligation to mitigate damages. In the event of a breach of this obligation, *DEDOMIND* shall not be liable for any resulting damages incurred by *the client*.

16. Limitation period/preclusion

Unless a shorter limitation or preclusion period applies by law, <u>all claims shall lapse if they are not asserted in court by *the client* within six months</u> of the date on which the *client* becomes aware of the damage and the person responsible for the damage or of any other event giving rise to a claim. However, claims shall become time-barred after a maximum of three years.

17. Non-solicitation and non-employment clause

17.1. The *client* is not entitled to poach and/or employ employees or subcontractors of *DEDOMIND* during the term of the contractual relationship and for twelve months thereafter. Employment with *the client* shall be deemed equivalent to employment of the employee or subcontractor with a company affiliated under company law (e.g., parent company, subsidiary, or sister company).

17.2. For each case of violation of this non-solicitation and non-employment clause, the *client* shall pay *DEDOMIND* a contractual penalty of €50,000.00, regardless of fault, even if it was only an attempt. Even if the contractual penalty is paid, *DEDOMIND* reserves the right to assert the claim for injunctive relief resulting from this agreement and a claim for damages exceeding the contractual penalty.

18. Copyright and data protection

18.1. Documents provided by *DEDOMIND* in digital or physical form, such as sample documents, guidelines and directives, source codes, test scripts, and program codes, as well as other documents, remain the intellectual property *of DEDOMIND* unless otherwise agreed in these terms and conditions or in the respective order. Any use, in particular the transfer, reproduction, and publication by the *client*, requires the express written consent *of DEDOMIND*. Unless otherwise agreed in writing, *DEDOMIND* grants the *client* a non-exclusive and non-transferable license to use the software.

18.2. The *client* shall store the software carefully in order to prevent misuse, in particular unauthorized reproduction and/or use. The *client* shall ensure that access to the software and the protection of the systems against access and use by unauthorized persons is regulated, that authorization to use the software is determined by technical measures, and that every device on which the software can be accessed is secured against unauthorized use. The *client* shall take appropriate precautions to prevent malfunctions of the software as far as possible or to minimize their consequences.

18.3. The *client* shall refrain from changing or removing copyright notices, trademarks, etc. of *DEDOMIND* on or in connection with the software or systems.

18.4. The *client* shall keep records of the backup copies of the software produced by it in accordance with the contract and their use or storage location and shall provide *DEDOMIND* with information and access to these upon written request within five working days.

18.5. If the *client* passes on hardware on which the software or parts thereof are stored (i) to third parties, it undertakes to irretrievably delete the software completely or have it deleted beforehand. The *client* shall also keep records of this and provide *DEDOMIND* with information and access within five working days upon written request.

18.6. <u>In summary, with regard to the provisions of §40c UrhG (German Copyright Act), it is expressly agreed that a transfer of the rights of use to the software or the software itself is not permitted without the consent of *DEDOMIND*.</u>

18.7. If *DEDOMIND* uses open source libraries in the development of custom software, *DEDOMIND* shall inform the *client* of this and disclose the respective license terms. The *client* is obliged to comply with the license terms of the open source libraries used.

18.8. If *DEDOMIND* has to provide conceptual planning and/or development services in order to prepare an offer for the *client*, a reasonable fee shall be deemed to have been agreed in the event that no order is placed. The provision of conceptual planning and development services free of charge must be agreed in writing.

18.9. *DEDOMIND* declares that, in the course of providing its services, it will comply fully with all obligations associated with the DSG and the EU GDPR as well as other data protection laws and will process the personal data provided exclusively for the contractually agreed purpose, unless otherwise agreed or required by law.

19. Choice of law and place of jurisdiction

19.1. The terms and conditions of the order and the contractual relationship governed by them are subject to Austrian substantive law, excluding conflict of law rules.

19.2. For legal disputes arising from or in connection with the contractual relationship governed by these Terms and Conditions, including disputes regarding their validity, the exclusive jurisdiction of the competent court at the registered office *of DEDOMIND* is agreed, unless mandatory law provides otherwise.

19.3. However, *DEDOMIND* is entitled to bring claims against the *client* before any other court in Austria or abroad in whose jurisdiction the *client* has its registered office, place of residence, a branch office, or assets. For clients who are consumers within the meaning of the Consumer Protection Act, the jurisdiction provision of § 14 of the Consumer Protection Act applies.

20. Final provisions

20.1. Amendments or additions to these terms and conditions of contract must be made in writing to be valid, unless the *client* is a consumer within the meaning of the Consumer Protection Act.

20.2. *DEDOMIND* may correspond with the *client* in any manner deemed appropriate *by DEDOMIND*.

20.3. The invalidity of one or more provisions of these Terms and Conditions or of the contractual relationship governed by the Terms and Conditions shall not affect the validity of the remaining provisions.