Terms of Service

June 2023

Celantur GmbH

1. **Scope of application**

1.1.	These General Terms and Conditions ("Terms and Conditions") shall apply to all services provided by CELANTUR in the course of a contractual relationship between Celantur GmbH, Peter-Behrens-Platz 10, 4020 Linz, Austria, FN 529148i (hereinafter referred to as "CELANTUR") and the client (hereinafter referred to as the "Client").

1.2.	CELANTUR offers the Client IT services in the area of software development and rental (on premise or SaaS). The scope of the services to be provided by CELANTUR and the remuneration to be paid for them shall be agreed in the order placed with CELANTUR by the Client.

1.3.	These order 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 CELANTUR and the Client, the more specific provisions of this service agreement shall take precedence over these Terms and Conditions of Contract in the event of a conflict. The other provisions of these Terms and Conditions of Contract shall remain unaffected.

2. **Information and cooperation obligations of the client**

2.1.	After placing the order, the Client is obliged to inform CELANTUR immediately of all information, documentation and facts that could be of significance in connection with the fulfillment of the order and to provide all necessary documents. CELANTUR shall be entitled to assume that the information, facts, original contractors and documents are correct, unless their incorrectness is obvious.

2.2.	During the term of the contract, the Client shall be obliged to notify CELANTUR of any changed or newly arising circumstances that could be of significance in connection with the execution of the order as soon as they become known.

2.3.	In order to fulfill the order, the Client shall, if required and at CELANTUR's request, name a person with overall responsibility for the service used, with appropriate authority to act and make decisions, who shall be available to CELANTUR as a contact person during the provision of the service. If required, CELANTUR must also be provided with the name of an IT or information security officer 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 the provision of services by CELANTUR. The Client shall ensure that CELANTUR is provided free of charge with the infrastructure necessary for the provision of services, in particular the necessary technical equipment,

electricity, telephone and data transmission lines, if services are provided on site at the Client's premises.

2.5.   Für alle Verzögerungen in der Leistungserbringung CELANTURs, die infolge der Verletzung von Mitwirkungspflichten des Auftraggebers entstehen, hält der Auftraggeber CELANTUR schad- und klaglos.

3.   Service provision principles and definitions

3.1.   The provision of services by CELANTUR shall be carried out in accordance with the respective state of the art. The fulfillment of 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.   CELANTUR shall be obliged to maintain confidentiality with regard to all matters entrusted to it and other facts that become known through its work, the confidentiality of which is in the Client's interest.

3.3.   CELANTUR shall be 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 have been bound by the corresponding obligations.

3.4.   CELANTUR shall only be released from the obligations arising from this contractual provision insofar as this is necessary for the pursuit of claims by CELANTUR (in particular claims for CELANTUR's fee) or for the defense against claims against CELANTUR (in particular claims for damages by the Client or third parties against CELANTUR).

3.5.   "Custom software" means software solutions to be developed individually, in particular for anonymization solutions, related software solutions and AI, which are to be created by CELANTUR for the Client as part of a software project contract. Depending on the individual agreement with the Client, these shall subsequently be operated, for example, as a software-as-a-service solution, as compiled software for use on premise or also transferred to the Client as source code against payment. (Software purchase)

3.6.   "Standard software" is a standard software package defined in an order consisting of the software modules selected by the Client, which is either hosted or transferred to the Client for use on premise as part of a software-as-a-service contract and, if applicable, implemented on systems.

3.7.   "Software" means the individual or standard software acquired in accordance with an agreement with CELANTUR.

3.8.   "Software maintenance" means the regular maintenance of the software provided in the event of a corresponding agreement as part of a continuing obligation.

3.9.   "Service" means the provision of programming and consulting services outside of a software purchase agreement or a software maintenance agreement. For the purposes of the provisions of these Terms and Conditions of Contract, a service shall always be deemed to exist if CELANTUR owes a service (service contract) rather than a result (contract for work or rental agreement)

Conditions for software development

(Individual software - Software project contracts)

4.   Planning phase (individual software)

4.1.   Prior to the development of individual software, the parties shall carry out a planning phase in order to define the more detailed technical, commercial and time-related framework conditions of the project in a binding manner. Before the start of the planning phase, the contracting parties shall sign a mutual non-disclosure agreement.

4.2.   During the planning phase, CELANTUR shall be obliged to obtain a comprehensive picture of the Client's existing system requirements and to inform the Client in writing if there are any doubts as to whether project development is possible on the basis of these system requirements. Reference is made to the information and cooperation obligations of the client (in accordance with 2. of these terms and conditions).

4.3.   After completion, the framework conditions of the project shall be bindingly defined and signed by both clients in a project plan, if necessary on the basis of a specification sheet and a requirements specification, and shall become an integral part of the contract between CELANTUR and the client.

4.4.   If it becomes apparent in the course of the planning phase that it is not possible to implement the project within the parameters planned by the Client, the Client shall be entitled to withdraw from the project with a written declaration. In this case, CELANTUR shall receive an appropriate one-off payment to compensate for the services rendered during the planning phase, but at least 20% of the budgeted project costs.

5.   Development and granting of rights (individual software)

5.1.   CELANTUR is obliged to create the individual software in accordance with the agreed framework conditions or to provide it to the Client in return for payment.

5.2.   After implementation of the project, the Client shall be entitled to use the customized software within the agreed scope (right of use).

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

6.1.   Acceptance of the individual software takes place after initial provision on a system in the form of final acceptance. Ongoing tests on test systems shall only serve to check the progress of the project. The acceptance test shall be recorded and the record signed by the contracting parties.

6.2.   The final project deadline shall be deemed to have been met if the acceptance test with regard to the functionality of the software has been completed without any category 2-4 errors, irrespective of any work results of an AI, or if any category 2-4 errors that have occurred have been rectified before the deadline. If a delay is due to a circumstance for which CELANTUR is not responsible, the project deadline shall be postponed by the period of this delay.

6.3.	The acceptance test shall check whether the individual software fulfills the agreed functions and specifications. CELANTUR shall be responsible for carrying out the acceptance test in the presence of the Client. If the Client refuses to participate in an acceptance test despite being granted a grace period of two weeks, the customized software shall be deemed to have been accepted without defects.

6.4.	If defects are identified during a test run, this test run shall be repeated after they have been rectified by CELANTUR, and further test runs shall be repeated if this is technically necessary in the Client's opinion.

6.5.	After the third unsuccessful repetition of the acceptance test, the Client shall not be obliged to accept the individual software unless the defects found are class 3 or 4 defects in accordance with these Terms and Conditions of Contract.

6.6.	In the event of successful completion of the acceptance test, the client must declare acceptance of the individual software in writing. If, despite a written request with a grace period of two weeks from the successful completion of all tests, acceptance by the Client does not take place solely for reasons for which CELANTUR is not responsible, the individual software shall be deemed to have been accepted at the time of successful completion.

Conditions for the purchase of software

(standard software)

### 7.	Software purchase (standard software)

7.1.	The Client shall acquire from CELANTUR the software as binary code together with any associated databases and, if applicable, the system on which the software is located and the application documentation in electronic form in English.

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 CELANTUR.

7.3.	Unless otherwise agreed, CELANTUR shall grant the Client a simple license to use the software and user manual for an unlimited period of time.

7.4.	Unless explicitly agreed otherwise in a software distribution agreement, the Client may use the software exclusively for its company and the agreed business cases arising there; in these cases, the Client may in particular not make the software available to third parties - in any form whatsoever - and/or use it for business cases of third parties.

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. In the event of a software purchase, the client shall also be entitled - insofar as technically possible - to an editing right in order to adapt the software to its needs itself or through third parties commissioned by it within the scope of the use to which it is entitled under this contract. However, the Client shall only be entitled to the latter during an ongoing maintenance contract after

the Client has explained the need for adaptation to CELANTUR in detail in writing and has unsuccessfully requested CELANTUR to make the adaptations within a reasonable period of time, in any case not less than one month, against payment.

7.6.   The Client may make copies of the software for backup purposes (backup copies) insofar as this is necessary for the use of the software, whereby backup copies on movable data carriers must be marked as such and provided with CELANTUR's copyright notice.

7.7.   The Client shall have the right to decompile within the meaning of Section 40e UrhG, i.e. to reproduce and (re)translate the source code of the software ("decompilation"), provided that the following conditions are met: (i) the decompilation is essential for the Client to obtain the information necessary to establish the interoperability of the Software, but solely within the scope of the use granted by this Agreement, with other, independently created programs; (ii) the decompilation is carried out by the Client or on its behalf by a person authorized to do so by the Client; and (iii) the decompilation is limited to those parts of the Software that are necessary to establish interoperability. (iv) The decompilation may not - and the client shall be obliged to provide evidence of this - (a) be used for purposes other than to establish 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 shall only be entitled to decompile the software if CELANTUR has not provided the necessary data and/or information to establish interoperability with other, independently created software products within 14 days of a written request by the Client containing all information necessary and appropriate for establishing interoperability. The aforementioned deadline shall be extended appropriately if CELANTUR justifies within the 14-day deadline that compliance is not possible or reasonable.

7.9.   CELANTUR shall - if commissioned - install the software on the Client's systems within the period agreed in the order and make it executable for the Client with regard to use in accordance with this contract ("integration"). The installation on the Client's systems presupposes that the Client fulfills all requirements, in particular with regard to the minimum necessary hardware and software environment and access to the Client's systems, at its own expense.

Conditions for software maintenance

8.   **Scope of services (maintenance contract)**

8.1.   Software maintenance in accordance with these Terms and Conditions is the provision of services by CELANTUR for a fee in connection with the maintenance of the software and the application support of those persons employed by the Client who work with it; this includes exclusively the following areas:

Software updates

Setup support
Troubleshooting

8.2. Services other than those listed above shall only become part of the contract between the parties if they are provided as part of a separate order on terms to be agreed by the parties. This includes, for example, training courses and training, individual further development of the software, insofar as this does not serve to rectify errors, processing of 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 contract)

9.1. CELANTUR is obliged to eliminate all software errors duly notified by the Client in accordance with these Terms and Conditions. Errors within the meaning of these Terms and Conditions of Contract are all software faults that would qualify as defects. Faults in the software resulting from unauthorized modification or processing of the software by the Client shall not be deemed to be errors whose elimination is covered by CELANTUR's obligation to perform.

9.2. For the purpose of troubleshooting, CELANTUR shall, at the Client's expense and as required, set up remote maintenance access secured against misuse in accordance with the current state of the art and maintain it during the term of the software maintenance contract or carry out maintenance on the systems. In any case, CELANTUR shall ensure that an appropriately staffed, competent team of service specialists is available to rectify errors. Error reports are accepted by CELANTUR during opening hours on working days (Monday to Friday) from 9.00 a.m. to 5.00 p.m. (CET).

9.3. If an error occurs, the Client is obliged to immediately provide CELANTUR with a concrete, comprehensible and precise error report, which must contain all the information that enables CELANTUR to narrow down the cause of the error and determine strategies for rectifying the error. This includes, in particular, information about the type of error, the description of the system status when the error occurred, the components affected by the error and the frequency of occurrence of the error. This must be reported via the e-mail address provided by CELANTUR; where possible, further information (photos, error logs, etc.) must be included.

9.4. As far as possible, CELANTUR shall carry out troubleshooting by means of remote maintenance. Only if an error cannot be rectified in this way or cannot be rectified within a reasonable time shall CELANTUR be obliged to rectify the error at the Client's premises at the Client's expense.

9.5. If the Client requests on-site troubleshooting, although this would have been possible by telephone, e-mail or remote maintenance, the Client shall bear the associated costs. If CELANTUR incurs costs in connection with remote maintenance or on-site maintenance due to incorrect error messages, these shall be paid by the Client regardless of fault.

9.6. The service and response times agreed for software maintenance shall be based on the service or performance agreement agreed between the Client and CELANTUR (e.g. "Troubleshooting Basic/Pro" packages), depending on the product. The response time guaranteed by CELANTUR begins with the complete error message from the Client.

9.7. Unless otherwise agreed for a specific product in a service or performance agreement, the following definition is decisive for determining the service classes.

Minor: The software can be used for its intended purpose without restriction. The error has no or only an insignificant impact on the functionality and/or security of the software. Use of the software remains possible without restriction.

Medium: The appropriate 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 appropriate use of the software is seriously restricted. The error has a significant impact on the functionality and/or security of the software, but allows further 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 allocation of faults to the above-mentioned classes shall be by mutual agreement. If the parties are unable to reach an agreement, CELANTUR shall take measures to rectify the fault on the basis of the Client's assessment. However, if it subsequently transpires that this assessment was incorrect, CELANTUR shall be entitled to compensation for the additional costs incurred as a result of incorrect classification.

10.   Maintenance (maintenance contract)

10.1.   CELANTUR shall provide the Client with and install all generally released updates, patches and bug fixes. CELANTUR shall ensure that new program parts are fully compatible with the software provided to the Client 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, it is not possible to achieve compatibility with reasonable effort, the Client shall reimburse CELANTUR appropriately for any additional expenses.

10.2.   If CELANTUR no longer wishes to offer certain features of the software in the future, CELANTUR must inform the Client of this within a period of one year before the feature is discontinued. Insofar as CELANTUR is forced to discontinue its own features of the software as a result of the termination of third-party software support, the obligation to give advance notice shall not apply - the Client shall only be informed of the termination of the feature. In both cases, the Client has the right to terminate the existing maintenance contract within 14 days of notification of the termination of the feature.

10.3.   CELANTUR is completely free to decide whether to install the program parts or new versions covered by this provision; if the Client refuses to implement an update, patch or bug fix, it shall lose its claim to the correction of those errors that would have been corrected by them.

10.4.   CELANTUR is generally not obliged to make upgrades or newly developed modules available to every Client. Upgrades or newly developed modules are software components with considerably extended functionality or modified architecture.

10.5.   However, a completely error-free or uninterrupted system cannot be guaranteed for technical reasons alone. 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.

10.6.   In the event that CELANTUR guarantees a certain availability of the software with a Client, planned maintenance times, outages due to force majeure (power outages, Internet outages or cloud infrastructure outages) and outages that are within the sphere of the Client shall not be counted as downtime when calculating the downtime.

10.7.   In the event that the agreed service and response times are breached or exceeded, the Client shall only be entitled to an aliquot refund of the contractually owed maintenance fee for the duration of the breach or overrun. No claim shall exist if CELANTUR can prove that the breach or overrun is a consequence of one or more of the aforementioned circumstances:

- Grossly negligent or willful acts of the Client or third parties;
- Faults in hardware and/or software components whose maintenance or operation is not part of the subject matter of the contract
- external force, such as water damage, fire or damage caused by electricity and magnetism;
- force majeure

10.8.   The assertion of claims for damages for the lack of availability of software or systems beyond the aliquot reimbursement of the contractually owed maintenance fee is excluded, unless these were intentionally caused by CELANTUR.

10.9.   Penetration tests or other checks of the security and stability of the system on which the individual software is installed by the Client are only permitted during an ongoing maintenance contract with the consent of CELANTUR.

11.   Contract term and termination (maintenance contract)

11.1.   Unless explicitly agreed otherwise for a specific project, the contractual relationship shall be concluded for an indefinite period and may be terminated by either of the contracting parties with six months' notice to the end of each calendar year. CELANTUR's claim to remuneration shall remain in force in any case.

11.2.   The right of the contracting parties to terminate the contractual relationship for good cause shall remain unaffected by this provision. Good cause shall be deemed to exist in particular if one of the parties

a. becomes bankrupt or the opening of bankruptcy proceedings is rejected for lack of assets.
b. breaches obligations arising from these Terms and Conditions of Contract and continues to act in breach of contract despite a reminder and the setting of a reasonable deadline.
c. causes any other reason or breach of contract that makes it unreasonable to expect the other party to maintain the contractual relationship.
d. initiates legal proceedings against CELANTUR, regardless of whether this is justified or unjustified,

unless an attempt has previously been made to reach an amicable settlement in a personal meeting with the involvement of professional party representatives.

12.   Blocking (maintenance contract)

12.1.   CELANTUR is entitled to temporarily refuse the provision of services in whole or in part (blocking) if there is reasonable suspicion that the Client is violating laws or essential contractual obligations when using the service, namely those that serve to ensure the functionality of even just one service or the protection of third parties, or is taking actions that entitle CELANTUR to terminate the contract immediately in accordance with these Terms and Conditions of Contract.

12.2.   Reasonable suspicion of illegality and/or infringement exists in particular if courts, authorities and/or other third parties inform CELANTUR thereof. CELANTUR shall notify the Client of the block and the reason for it without delay. The block shall be lifted as soon as the suspicion is invalidated and the conditions for it no longer exist.

12.3.   CELANTUR shall also be entitled to suspend the provision of the contractual services in whole or in part in the event of default of payment by the Client after a single fruitless written reminder and announcement of the other suspension, setting a grace period of 7 days.

12.4.   The client shall not be entitled to any claims arising from a justified suspension of services.

12.5.   The costs associated with the blocking, including those of reconnection, shall be reimbursed by the client if the client is responsible for the blocking. A block for which the client is responsible shall 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 CELANTUR and the specific subject matter of the service or consultancy shall be 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 CELANTUR.

13.2.   CELANTUR 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, CELANTUR shall not be obliged to inform the Client of any changes or the resulting consequences.

13.3.   The provision of services by CELANTUR in the course of a consulting activity shall take place in particular through programming activities or the contribution of methodical knowledge, the use of proven methods and tools, through analysis of existing processes, sensitization and discussion with

responsible employees of the Client and the preparation and holding of workshops. CELANTUR does not provide legal advice.

13.4. It is expressly stated that CELANTUR owes only the provision of the services defined in the order in accordance with the respective order, but never a concrete project success.

General Terms and Conditions of Contract

(Valid for all services provided by CELANTUR)

14. Fee

14.1. Unless otherwise agreed, CELANTUR shall be entitled to an appropriate fee.

14.2. CELANTUR accepts orders for the development of individual 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) plus any expenses.

14.3. The Client acknowledges that any estimate made by CELANTUR regarding the amount of the fee likely to be incurred that is not expressly designated as binding is non-binding and is not to be regarded as a binding cost estimate (within the meaning of Section 5 (2) of the Austrian Consumer Protection Act (KSchG)), because the extent of the services to be provided by CELANTUR - except in the case of pure software purchases - cannot by its nature be reliably assessed in advance.

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

14.5. CELANTUR 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 hourly quota in advance, which is not transferable to subsequent months and is invoiced monthly in advance.

14.6. Billing shall be in units of 15 minutes or part thereof, with detailed time recording taking place at CELANTUR's premises, which can be transmitted to the contractual partner if required.

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%. Temporary non-valorization does not constitute a waiver by CELANTUR of this increase; this can also be asserted for the past during the entire term of the contract.

14.8. The contractual services shall generally be provided by CELANTUR during business hours on working days from 09:00 to 17:00.

14.9. If the Client commissions a service provision that deviates from this, time surcharges shall be recorded for the respective services provided. Services commissioned outside the specified time periods shall be charged at a factor of 1:2. Services provided by CELANTUR at its own discretion outside the core opening hours shall be charged at a factor of 1:1.

14.10. If CELANTUR is to use or implement third-party software products for the Client, the associated costs shall not be 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 CELANTUR within 7 days of invoicing or paid directly to the third-party provider.

14.11. Any expenses incurred by CELANTUR in exercising the rights of inspection and control to which the Client is entitled shall be remunerated appropriately.

14.12. If the Client defaults on payment of all or part of the fee, it shall pay CELANTUR default interest at the statutory rate, but at least 12% above the respective base interest rate. Any further statutory claims (e.g. § 1333 ABGB) shall remain unaffected.

15. CELANTUR's liability and warranty

15.1. CELANTUR's liability for defective performance of services or other breaches of contractual obligations shall be limited to the sum insured under CELANTUR's business liability insurance available for the specific claim.

15.2. If no cover is provided by the liability insurance in the specific case of damage, CELANTUR's liability shall be limited in every legally permissible case to the amount of the remuneration paid by the Client for CELANTUR's services in the previous calendar year.

15.3. This respective maximum amount includes all existing claims against CELANTUR for defective performance and/or other breach of contractual obligations, such as in particular for damages and price reduction. This maximum amount does not include claims by the Client to reclaim the fee paid to CELANTUR, whereby the Client may only reclaim the fee agreed for the respective service component.

15.4. In all cases under consideration, CELANTUR shall only be liable for damages in the event of intent or gross negligence. In the event of slight negligence, CELANTUR shall only be liable for personal injury. CELANTUR shall not be liable for indirect damage, loss of profit, loss of interest, failure to make savings, consequential damage or financial loss.

15.5. CELANTUR accepts no liability for the suitability of the software for the purpose intended by the Client, but only for the provision of services in accordance with the agreement. CELANTUR shall not be liable for visual deviations that do not impair the proper use of the software.

15.6. The Client shall be responsible for providing evidence of any fault on the part of CELANTUR.

15.7. If CELANTUR is commissioned, all limitations of liability shall also apply in favor of all employees and subcontractors working on behalf of CELANTUR.

15.8. CELANTUR shall only be liable to its Client, not to third parties. The Client is obliged to expressly inform third parties who come into contact with CELANTUR's services as a result of the Client's actions of this fact.

15.9. CELANTUR provides a warranty in accordance with §§ 922 ff ABGB. The existence of a defect, whereby a material defect must in any case be reproducible, must in any case be proven by the Client; the presumption of defectiveness pursuant to Section 924 ABGB shall not apply.

15.10.   With regard to all services provided by CELANTUR in the performance of this contract, the Client assumes a duty to inspect and give notice of defects in accordance with Section 377 UGB, failing which the legal consequences standardized therein shall apply. In any case, the Client shall notify CELANTUR in writing of any defects in performance.

15.11.   In the event of material defects, CELANTUR shall in any case first have the option of improvement (rectification or supplementation of the missing part) or replacement; for this purpose, CELANTUR 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; CELANTUR shall also be deemed to have remedied the defect if it shows the Client reasonable possibilities to prevent the effects of the defect (reasonable work-around).

15.12.   Even in the case of defects of title, CELANTUR shall in any case initially have the option of providing warranty by improvement and shall have the choice of providing the Client with a legally unobjectionable opportunity to use the contractual object or the replaced or modified equivalent contractual object (reasonable work-around).

15.13.   Within the scope of the warranty, the client must accept a new or modified contractual object if the contractual scope of functions 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 CELANTUR immediately and comprehensively in writing. If the Client is sued by third parties due to the use of the subject matter of the contract, it must coordinate all steps in this connection with CELANTUR and shall only take legal action, in particular acknowledgements and settlements, with CELANTUR's consent. In this context, CELANTUR shall be obliged to indemnify and hold the Client harmless unless the claims are based on conduct by the Client in breach of duty; in this case, the Client shall indemnify and hold CELANTUR harmless.

15.15.   If CELANTUR provides services, e.g. troubleshooting or fault rectification, without a defect being present, a reasonable fee may be demanded for this. This applies in particular if a defect cannot be proven/reproduced or is not attributable to CELANTUR.

15.16.   If a defect can be remedied by the installation or other provision of a new or improved version of the software, the Client is obliged to accept the remedy of the defect by such a new installation, unless it can assert any weighty reasons to the contrary.

15.17.   The client shall lose all claims to warranty and compensation if it modifies or processes the software without authorization.

15.18.   Due to the risk of data loss and/or unavailability of the software, the Client is obliged to regularly, but at least weekly, make or have made backup copies of the data processed using the software in order to fulfill its duty to mitigate damages. In the event of a breach of this obligation, CELANTUR shall not be liable for any resulting damage suffered by the Client.

15.19.   CELANTUR shall not be liable for ensuring that the software provided actually performs a 100% anonymization of all personal data (appearance, facial expressions, etc.) recorded by the software.

16. Statute of limitations/preclusion

16.1. Unless a shorter limitation or preclusive period applies by law, all claims shall lapse if they are not asserted in court by the client within six months of the time at which the client becomes aware of the damage and the person causing the damage or of any other event giving rise to the claim. However, the claims shall lapse after a maximum of three years.

17. Non-solicitation and employment ban

17.1. The Client shall not be entitled to entice away and/or employ employees or subcontractors of CELANTUR during an ongoing contractual relationship and for twelve months thereafter. The employment of an employee or subcontractor by a company affiliated under company law shall be deemed equivalent to employment by the Client. (e.g. parent company, subsidiary or sister company)

17.2. The Client shall pay CELANTUR a no-fault contractual penalty of € 50,000.00 for each case of breach of this non-solicitation and non-employment clause, even if only an attempt has been made. Even in the event of payment of the contractual penalty, CELANTUR reserves the right to assert a claim for injunctive relief resulting from this agreement as well as a claim for damages exceeding the contractual penalty.

18. Copyrights and data protection

18.1. Documents provided by CELANTUR in digital or physical form, in particular sample documents, guidelines and directives, source codes, test scripts and program codes as well as other documents shall remain the intellectual property of CELANTUR unless otherwise agreed in these Terms and Conditions or the respective order. Any use, in particular the disclosure, reproduction and publication by the Client, requires the express written consent of CELANTUR. Unless otherwise agreed in writing, CELANTUR 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 the access authorization to the software and the protection of the systems against inspection and use by unauthorized persons is regulated, that the authorization to use the software is defined by technical measures and that each device on which the software can be called up is secured by precautions against unauthorized commissioning. 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 altering or removing any copyright notices, marks, etc. of CELANTUR on or in connection with the software or systems.

18.4. In the event of a software purchase, the Client shall keep a record of the backup copies of the software made by it in accordance with the contract and their use or storage location and shall provide CELANTUR with information and access to this information within five working days upon written request.

18.5. If the Client passes on hardware on which the software or parts thereof are stored (i) to third parties, it undertakes to first irretrievably delete the software completely or have it deleted. The Client must also

keep a record of this and provide CELANTUR with information and access to this information within five working days upon written request.

18.6.   In summary, with regard to the provisions of Section 40c of the Copyright Act (UrhG), it is expressly agreed that a transfer of the rights of use to the software or the software is not permitted without CELANTUR's consent.

18.7.   If CELANTUR uses open source libraries in the development of individual software, CELANTUR shall inform the Client of this by disclosing the respective license conditions. The Client is obliged to comply with the license conditions of the open source libraries used.

18.8.   If CELANTUR is required to provide conceptual planning and/or development services to prepare an offer for the Client, an appropriate fee shall be deemed to have been agreed if an order is not placed. The non-remuneration of conceptual planning and development services must be agreed in writing.

18.9.   CELANTUR declares that it will fully comply with all obligations associated with the DSG and the EU GDPR as well as other data protection laws in the course of the provision of services and will process the personal data provided exclusively for the contractually agreed purpose, unless otherwise agreed or required by law. CELANTUR shall provide the Client with a declaration of commitment pursuant to Art. 28 GDPR.

19.   Choice of law and place of jurisdiction

19.1.   The Terms and Conditions of Contract and the contractual relationship governed by them shall be subject to Austrian substantive law to the exclusion of the conflict of laws rules.

19.2.   For legal disputes arising from or in connection with the contractual relationship governed by these Terms and Conditions, including disputes about its validity, the exclusive jurisdiction of the competent court at CELANTUR's registered office is agreed, unless this is contrary to mandatory law.

19.3.   However, CELANTUR shall also be entitled to bring claims against the Client before any other court in Austria or abroad in whose jurisdiction the Client has its registered office, domicile, branch or assets. In the case of clients who are consumers within the meaning of the Consumer Protection Act, the jurisdiction provision of Section 14 of the Consumer Protection Act shall apply.

20.   Final provisions

20.1.   Amendments or additions to these Terms and Conditions must be made in writing to be valid, unless the Client is a consumer within the meaning of the Consumer Protection Act.

20.2.   CELANTUR may correspond with the Client in any way that CELANTUR deems appropriate.

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