General Terms and Conditions for Software

of K-Businesscom AG

(General Software Conditions)

1.   Scope of application

1.1   The sale as well as the provision of software and of other software services to the customer shall be made by K-Businesscom AG (hereinafter shortly referred to as „KBC") subject to the present General Terms and Conditions for software deliveries (as amended from time to time). With regard to the delivery of systems and system components the General Delivery Terms and Conditions of K-Businesscom AG shall prevail. Service performances for software products shall primarily result from the General Conditions for service agreements as well as the respective service level agreements.

1.2   Deviations from the terms and conditions stated in item 1.1 shall only be effective if they have been accepted in writing by a representative authorized by KBC (see also item 22.2). Legal conditions and/or general terms and conditions of business of the customer of any kind, even if they are attached for example to offer requests, orders or acceptance declarations, shall not apply and are conjointly excluded, even if they are not contradicted by KBC. Acts of performance by KBC shall in no case be deemed to constitute consent to contractual terms and conditions deviating from KBC's terms and conditions.

2.   Subject-matter

2.1   Software

Software in terms of the present conditions are computer programs which are either distributed as standard or individually developed or adapted for the customer within the meaning of section 40a Austrian Copyright Act for the use, the operation or the

control of electro-technical and/or electronic facilities and systems inclusive of documents provided for such purpose.

2.1.1 The customer acquires a software according to the agreement in the offer, either on a data carrier or by download.

2.1.2 KBC shall, at its discretion, either provide the documentation associated with the software in electronic form or make the documentation available for download in electronic form at no additional cost. If it is evident from the offer that the documentation is not included in the scope of delivery, it shall be purchased separately; in this case, the customer shall not have the right to reproduce the documentation, but must purchase the desired number of documentation copies.

2.2 Rights (of use) to the software

2.2.1 Upon complete payment of the agreed fee the customer shall be granted the non-transferable and non-exclusive right to use the software subject to the contractual specification at the agreed installation site. In case of hardware included in the delivery this right shall be limited to the exclusive use on this hardware.

2.2.2 Any and all software licenses shall be requested with the licensor based on the data of the customer present with KBC at the time of contract conclusion (company name, company address, legal form and VAT- number) and may after that date only be changed upon consent of the licensor. Provided that the licensor gives such consent, any additional expenses connected to the change of the software license shall be invoiced to the customer according to actual costs.

2.2.3 In case of a possible contribution of the customer to the production/development and/or adaptations of software to the requirements of the customer, no rights of whatever kind shall be obtained beyond the use determined in the present agreement.

2.2.4 If software products are used within a network, a (separate) license shall be required for each concurrent user. In case of use of software products on "Stand-Alone PCs" each PC shall require a license.

2.2.5 With regard to software products of third parties provided to the customer by KBC, the respective license conditions of the producer of these software products in their currently valid form shall prevail; from experience these conditions may change

from time to time, they shall then apply in their modified form. The customer is aware of this fact and explicitly agrees to accept these modified license conditions of the producer. This shall also apply to the provision of software products manufactured by KBC. If KBC is the manufacturer, the licence terms of KBC, which are specifically applicable to these products, shall prevail.

2.2.6 As far as the software contains open source software, it is listed in the respective readme file. The Customer shall be entitled to use the open source software in accordance with the applicable open source software license terms. These are enclosed with the Software and take precedence over these Terms and Conditions.

2.2.7 KBC shall make the open source software source code available to the customer upon request of the customer against payment of a corresponding reimbursement of expenses, provided that the license terms for the open source software provide for such a handing over of the source code.

2.2.8 Unless separately agreed, the customer shall not be granted any further going rights to the software products. The rights of the customer according to sections 40 (d), 40 (e) Austrian Copyright Act shall not be affected hereby.

2.2.9 Any and all documents provided to the customer by KBC, particularly documentations to software products, may neither be reproduced nor in any other way be distributed, against payment or without.

2.2.10 With regard to independent software the use shall be permitted exclusively on hardware whose type, number and installation site is defined in the agreement. The use on a different hardware than the one defined in the agreement and on multiple workplaces shall require a separate written agreement against payment.

2.2.11 Any and all other rights to the software shall be reserved for the licensor resp. for KBC. Without their prior written consent the customer shall therefore, notwithstanding the provisions of section 40d Austrian Copyright Act, in particular not be entitled to sell, lease or lend the software, sublicense it, assign, reproduce whether wholly or in part, modify, reverse-engineer or reset it, separate parts of it, make it available to third parties or to use it on another hardware than the contractual one, to analyse it, decompile or to disassemble it.

2.2.12 With the use of software subject to a license provided to the customer

by KBC, the customer shall observe the respective software license conditions as well as the use conditions for the software stated by the respective producer. Upon request KBC shall transfer these provisions to the customer in the original language; KBC shall not be obliged to translate these into German.

2.2.13 Any violation of these rights by the customer shall however entail injunctive relief and damage claims with full compensation to be made in such case.

2.2.14 If the producer of the software due to violations of the use- and license provisions divests the customer of his rights to use the software, the customer shall however continue to pay the agreed fees.

2.3 Additional services and – deliveries, as by way of example listed in the following, shall be performed on the basis of separate agreements and shall be charged by KBC at the currently valid rates, unless they are included in an existing service level (agreement) with KBC:

- works for duplicating, translating or generating the software as well as performances according to item 6.4;

- data carriers delivered by KBC unless they are part of hardware delivered by them;

- the analysis and the removal of disturbances which have been caused by improper handling or faulty operation resp. by errors in the use of the software or by other circumstances which KBC is not responsible for;

- support with the introduction of the software as well as training insofar as the agreement does not provide respective provisions.

- Software-Updates

- Upgrades, system support

- Maintenance works with regard to deliveries and performances beyond possible obligations from warranty claims.

3. Customer duties

3.1 The customer shall be responsible for:

- the selection from the software offered by KBC

- the transfer of all information necessary for the production of the software and the establishment of the system specification before contract conclusion in case of individual software;

- the use of the software as well as the results achieved by it;

- the protection of any and all rights of the licensor to the software (such as e.g. intellectual property rights, copyright including the right to copyright notation) and the protection of claims of the licensor to confidentiality of business- and trade secrets equally by his employees and vicarious agents resp. by third parties; the same shall apply if the software has been modified or connected with other programs. This obligation shall remain in force even after termination of the agreement.

3.2 The customer undertakes to use the service object in the contractually agreed form and to indemnify and hold KBC harmless in this respect. With regard to legal consequences of possible violations of intellectual property rights of third parties by the customer or by third parties attributable to him see item 13.ff.

4. Software specifications

4.1 With regard to standard software KBC shall provide the specifications according to the demands of the producer. KBC shall be entitled to amend the software specifications for new versions.

4.2 With respect to individual software commissioned by the customer a written system specification shall be agreed between the customer and KBC. Software specifications may for example include performance features, documents on specific functions, prerequisites for hard- and software, installation requirements, use conditions, operation (user manual).

4.3 Compatibility: the contractual software may be installed on existing systems or migrated to subsequent technologies insofar as this is possible on the basis of the product politics of the respective producer (e.g. upwards and downwards compatibility of products or product lines, mutual support of products or product lines). KBC shall not perform any

examination with regard to possible compatibility problems and thus no compatibility covenant shall be given by KBC. Possible additional costs for migrations which are necessary due to the product politics of a producer shall therefore not be part of the offer and shall not be borne by KBC.

5. Software as a Service (SaaS)

5.1 If nothing more detailed is regulated in the other parts of the contract, the following applies to services from the SaaS area:

5.2 KBC shall provide the customer with the respective software in the jointly agreed version in the form of a SaaS service for use for the duration of the contractual relationship (see offer etc. ,).

5.3 All requirements for the software solution are described in detail in the offer or in the other parts of the contract.

5.4 Access and use of the software by the customer is via the Internet.

5.5 The customer shall pay a usage fee to KBC for use and operation.

5.6 The monthly fee depends on the pricing of KBC, as the SaaS model allows different pricing models. If no other price model was agreed in the offer, the following price models are possible for the customer:

5.7 Per user/month: The customer pays a fixed, monthly recurring fee for each registered user who uses the software. The user can use the software to its full extent like a kind of "flat rate", regardless of the number of transactions and time. The scope of services includes the use of the software.

5.8 Functionality dependency: This pricing model is an extension of the model in point 5.7 (Per User/Month). Here, too, the customer undertakes to pay a fixed, monthly recurring fee, which, however, depends on the functional scope of the software actually used. For example, if the customer uses the entire range of functions, he shall pay a monthly fee of 244.00 Euro per user. For ten users, the customer would pay a total of EUR 2440.00 per month for the software and IT services. If the customer only wants to use parts of the software, the monthly fee can also be reduced.

5.9 Depends on the number of transactions: With this pricing model, billing is

per transaction. KBC provides a platform where the customer can sell products. For each order generated in the store, the customer pays a percentage of the sales price.

5.10 Freemium: This pricing model provides the customer with a free basic version, which is extended by paid services.

5.11 However, other pricing models can also be applied, such as billing according to data volume or CPU hours used, or a constant price over a certain contract period. KBC reserves the right to charge the customer separately for implementation costs in addition to the price models mentioned here, depending on the effort involved.

6. Delivery, Risk of loss and acceptance

6.1 KBC shall deliver the software to the customer in machine-readable form (object code). KBC shall be entitled to deliver the current version as of the delivery date.

6.2 If no delivery date is agreed, the delivery shall be planned in accordance with the delivery periods in force with KBC and the delivery date shall be announced to the customer.

6.3 The shipping (including amongst others the transfer of the license key) of software and data carriers shall take place at the expense and risk of the customer. In addition to the stipulations in the General Delivery Conditions it shall be agreed that with the allocation of software via electronic communication media (e.g. via the internet) the risk shall pass over when the software leaves the scope of influence of the producer/supplier (e.g. with download).

6.4 If software in possession of the customer is entirely or partly damaged or accidentally deleted, KBC shall provide substitutes within the scope of availability and reasonability and against charging appropriate prices for handling, data carriers and shipment.

6.5 If acceptance in written form is explicitly agreed, the software shall be available to the customer for use free of charge during a test period. The test period shall start upon delivery of the software and shall last for one

week unless agreed otherwise or unless the license conditions of the producer exclude such a test period.

6.6 After the test period the software shall be deemed accepted, if:

- the customer confirms compliance with the contractual specifications or
- the customer during the test period does not notify in writing gross faults, or
- if the customer uses the software after expiry of the test period.

6.7 If no acceptance is agreed, the time of delivery shall replace acceptance with regard to the legal consequences according to item 7.1.

7. Warranty and responsibility for defects

7.1 With regard to software KBC warrants compliance with the specifications valid as of contract conclusion, provided that the software is applied according to the current installation requirements and that it is operated subject to the current use conditions.

7.2 Warranty shall include

- fault tracing
- troubleshooting

during the term of the warranty obligation. Unless agreed otherwise, a warranty period of six months from transfer of perils shall apply, if no acceptance takes place according to item 6.6 resp. delivery according to item 6.7. Fault tracing shall take place upon an immediate, qualified fault reporting by the customer or determinations by KBC. Possible malfunctions shall be announced to KBC by the customer in writing, in detail and without delay.

7.3 The burden of proof that the defect already existed at the time of delivery shall be with the customer.

7.4 Precondition in any case of warranty claim shall be the immediate notice of defect in terms of section 377 UGB (Austrian Commercial Code) as well as an immediate inspection resp. examination of the software at the time of delivery.

7.5 The removal of faults, i.e. dysfunctional deviations from the current specifications, shall at the choice of KBC be executed either by

implementing a workaround, delivery of new software or by a respective modification of the program. Modifications of the program by an inputting of patches (e.g. bug fixes and the like) shall only be made when these patches are released by the producer. In such case KBC shall however be able to wait with troubleshooting until then. The inspection of such patches is made exclusively by the producer and not by KBC.

7.6 Any troubleshooting shall be subject to the fact that it is a dysfunctional fault, that it is reproducible, that the customer has installed new versions offered to him free of charge during the warranty period, that KBC is provided by the customer all documents and information necessary for fault recovery and that KBC during normal working hours of the customer is allowed access to hard- and software.

7.7 With regard to software which the customer or third parties have performed modifications on without the prior written consent of KBC, no warranty shall be granted, even if the fault occurs in a part which has not been modified. If during the course of fault recovery it is determined that no warranty case is given or that the cause of the error does not originate from the delivered software, the customer shall bear all costs incurred hereby. Equally no warranty can be assumed for faults, disturbances or damages which are particularly due to improper wiring, lack of power supply or air conditioning and operation as well as non-compliance with security provisions by the customer or one of his employees as well as to transport damages.

7.8 Furthermore KBC shall not warrant for dysfunctions and breakdowns due to force majeure. Warranty shall not refer to exchange of parts subject to natural wear-out. Errors, dysfunctions or damages caused by operating errors or dedication-adverse use by the customer or his employees shall not be subject to warranty.

7.9 KBC does not warrant that the software functions satisfy the requirements of the customer, that the programs cooperate with each other as selected by the customer, that these will operate without interruption or error, nor that any and all software errors may be removed.

7.10 With regard to the installation of firewall systems KBC shall proceed

according to the current state of the art, but shall not warrant their absolute security and shall neither be liable therefore. Equally KBC shall not be liable for possible disadvantages resulting from a bypassing or disabling of the firewall system installed with the customer.

7.11 If during upright warranty the software does not comply with the specifications in a dysfunctional manner and if KBC despite sustainable efforts is not able to establish compliance with the specifications within appropriate time (in case of the necessity of a patch by the producer not before the respective patch is available), each contracting party shall be entitled to cancel the agreement for the software concerned with immediate effect and against restoration of the benefits received.

7.12 Defects in single programs shall not entitle the customer to cancel the agreement with regard to the remaining programs.

7.13 Further claims from the title of defectiveness of the software, apart from those according to item 7, shall be excluded.

7.14 If the customer has not concluded a software maintenance agreement with KBC, KBC shall invoice maintenance works which do not belong to the correction of defects (e.g. fault tracing and – restoration, maintenance) according to the currently valid list prices.

8. Intellectual property rights and Copyright

8.1 KBC shall support the customer in the defense of any and all claims based on the violation by the contractually used software of any intellectual property right or copyright effective according to the provisions of Austrian Law. The customer shall immediately notify KBC in writing and shall, in case of a legal dispute, perform a third-party notice according to section 21 Austrian Code of Civil Procedure if such claims are raised against him. If claims are raised on the basis of a violation of intellectual property rights, which KBC is responsible for, KBC may, at its own expense, modify the software, exchange it or obtain a right of use. If that is not possible at appropriate expense, the customer shall upon request by KBC restore the

original as well as any and all copies of the software inclusive of provided documents without delay.

8.2 Herewith any and all claims of the customer with respect to the violation of intellectual property rights and of the copyright, shall be finally settled, excluding any further going obligation of KBC.

8.3 Execution documents, such as plans, sketches and other technical documents, as well as the offer itself, samples, catalogs, brochures, illustrations and the like shall always remain the intellectual property of KBC and are subject to the relevant legal provisions regarding reproduction, imitation, etc. In addition, any use, in particular forwarding, copying, publication and making available, including copying even in extracts, requires the express written consent of KBC, unless this is necessary for the performance of the Agreement.

8.4 Except for the exception in item 8.3., the customer is in any case prohibited from distributing or reproducing all the above-mentioned documents in any form whatsoever. The customer shall keep them carefully, protect them from unauthorized access and return them to KBC upon request or in the event of termination of the contractual negotiations or upon termination of the contract without being requested to do so. The right of retention of the customer is excluded. In the event of infringement of KBC's copyrights or of the provisions set forth herein in item 8.3 and 8.4, the customer shall pay KBC a contractual penalty in the amount of 100% of the agreed remuneration. This shall not affect any further claims for damages or injunctive relief. All the above-mentioned documents may be reclaimed by KBC at any time and shall in any case be returned to KBC immediately without request if the agreement is not concluded.

9. Internet access and Data protection

9.1 In order to be able to use the stated services, the customer requires internet access. This is not part of the scope of performance. The software may induce the computer of the customer without notice, to automatically establish a connection to the internet and to communicate with a website or domain of the producer in order to examine the software license for

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example and to provide additional information, service features and functions to the licensor. Data protection provisions of the producer, which are available on the respective homepage, shall apply with regard to such a connection and communication.

9.2 KBC undertakes to comply with the applicable data protection regulations of the DS-GVO and the DSG. Insofar as the customer transfers data to KBC, he shall be solely responsible for the fact that any and all necessary approvals of third parties for the data transfer to KBC are given and/or that all data processing applications comply with data protection law. The customer shall indemnify and hold KBC harmless with regard to any and all claims in this respect.

9.3 If personal data is processed by KBC (as the "processor") on behalf of the customer (as the responsible party/ "controller") within the scope of the provision of services, this shall be deemed to be order processing in the sense of Art. 28 DS-GVO. This order processing shall be carried out exclusively on the basis of a unilateral declaration of commitment to the processing of personal data by KBC in accordance with the legal requirements. This declaration of commitment is available at https://www.k-business.com/_Resources/Persistent/8a634b429be1b9f7612e35f0ff5a4884eb0204b4/KBC_Einseitige_Verpflichtungserkl%C3%A4rung_EN_2022.pdf .

9.4 In the event that KBC is the responsible party ("controller") in the context of the order processing and the customer is the order processor, an appropriate agreement on the processing of personal data shall be concluded separately between KBC and the customer in accordance with Art. 28 DS-GO.

10. Computer – Computer connection

10.1 The software may without additional notification automatically establish a connection to other software of the producer, via the connection of the customer to a local network. Thereby the software may announce within the local network that it is available for communication with other software of the producer. With such a connection the IP-address of the customer's connection may be transmitted to the local network.

11. Liability

11.1 In case of non-compliance with possible conditions for installation, implementing and use (as included for example in user manuals) or of regulatory admission requirements, any kind of damages shall be excluded.

11.2 KBC or its vicarious agents shall be liable for personal damages and loss of property which they are responsible for, only insofar as statutory provisions provide a compulsory liability which may not be excluded by contract, for example in case of intent or gross negligence or due to provisions of Product Liability Law. Otherwise KBC excludes any liability, such as in particular the liability for slight negligence, for claims from damages due to operation interruptions, loss of data and/or information, breakdown of data processing facilities, software damages, lost profits, not achieved savings, loss of interest, secondary damages and loss of property as well as damages from claims of third parties against the customer. The shifting of the burden of proof for gross negligence shall be excluded.

11.3 Damage claims shall become time-barred 12 months after the date when the customer became aware of the damage and the party at-fault.

12. Force majeure

12.1 For the purposes of these service contract conditions, force majeure shall be deemed to be all unforeseeable events or such events which, even if they were foreseeable, are beyond the control of the parties to the contract and whose effects on the performance of the contract cannot be prevented by reasonable efforts of the parties to the contract, even if they occur at suppliers. These include, but are not limited to, war, insurrection, strike, revolution, military or civil coup, epidemics or widespread viral diseases (e.g. in the form of epidemics or pandemics) and the associated (protective) measures decreed by state authorities, fire, flood, storm, earthquake, lightning, power failure, industrial action.

12.2 If a case of force majeure occurs, the affected party shall immediately notify the other party in writing. The affected party to the contract is not

responsible for the delay or impossibility of performance caused by such force majeure. The agreed delivery and performance period shall in any case be extended by the duration of the effect of the force majeure.

13. Abuse of services

13.1 If claims are raised against KBC by third parties due to an abuse of services by the customer or if such claims are imminent, the customer shall immediately inform KBC. KBC shall enable the customer to defend the claim resp. to fully enforce his right.

13.2 The customer undertakes to make up for any damage which KBC suffers due to a proven violation of rights of third parties by the customer – in particular due to patent-, trademark-, design-, semiconductor-, copyright claims as well as other claims in this respect (e.g. according to UWG=Austrian Law against Unfair Competition) or claims on the basis of personal rights or other intellectual property rights.

13.3 Payments for an extrajudicial settlement of disputes, which KBC may negotiate with the customer's consent, shall also be part of the damage to be made up for. The customer may only refuse such consent for important reason, but not unreasonably.

14. Settlement- and payment conditions

14.1 If a non-recurring user fee is agreed – that may incur instead of or in addition to recurring user fees – it shall, unless agreed otherwise, be due as follows:

- 30% of the total price upon contract conclusion
- 70% of the price of each software service stated separately in the offer, upon its acceptance according to item 6.

14.2 If a recurring user fee is agreed, settlement shall, unless agreed otherwise, take place in advance according to the term of use determined in the offer. If no term is determined, settlement shall anyhow take place on a yearly basis in advance.

14.3   In the case that the fee is calculated according to the number of actual users, the number of expected users based on the statements of the customer is taken as a basis for the initial billing. Upon expiry of the first month of use of the respective software, the number of actual users is being evaluated by KBC – with the costs of such an evaluation being invoiced separately – and subsequently this settlement is taken as a value basis for the billing in advance according to the agreed periodic billing. If with the respective evaluation it is determined that more users than planned have used the software (insofar as this is allowed at all according to the license provisions of the producer), these users shall be invoiced additionally.

14.4   Any and all invoices shall however be due for payment within 14 days from invoicing.

14.5   Recurring user fees shall be value-guaranteed according to the conditions of the respective producer and shall be invoiced to the customer in accordance with the stipulations of the producer, resp. they modify the fee amount.

14.6   Any price adjustments made by the manufacturer are passed on to the customer in equal measure. The customer undertakes to pay such price adjustments.

15.   Electronic Invoicing

15.1   Invoices can be delivered at the discretion of KBC in electronic form by e-mail or in paper form. In the case of electronic invoices, the customer must ensure that they can be retrieved. The customer undertakes to provide KBC with its own e-mail address, which is set up exclusively for the receipt of electronic invoices. The KBC e-mail address is merely a dispatch address for sending electronic invoices, the receipt of e-mails is not possible.

15.2   Electronic invoices are created in "portable document format" (pdf) and are not signed. It is not possible to receive electronic invoices and paper

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invoices at the same time. One pdf file is created per invoice. Each invoice is sent individually by e-mail.

15.3   The electronic invoice shall be deemed to have been received as soon as it can be retrieved or taken note of under normal circumstances.

15.4   Reminders will be sent in paper form to the billing address provided.

15.5   In the event that an electronic invoice cannot be delivered, KBC reserves the right to send the invoice in paper form to the postal address of the customer last notified to KBC.

15.6   The customer can revoke the electronic sending of invoices at any time in writing and with a legally valid signature (by post or scanned by e-mail or fax). Thereafter, the customer shall receive invoices in the future by post to the postal address last notified to KBC. KBC reserves the right, for good cause, to independently change the delivery of invoices to the postal address last notified to KBC.

16.   Taxes and Duties

16.1   Any and all agreed prices and fees do not include Value Added Tax; that shall be invoiced separately. If in connection with the provision of the contractual object fees, taxes or other dues (particularly also customs duties, turnover tax on imports, withholding taxes and the like) fall due, these shall be borne by the customer.

17.   Restoration and Destruction of the software

17.1   Upon termination of the right of use the customer shall at the choice of KBC undertake to either restore to KBC the entire software inclusive of provided documents or to verifiably destroy it. The same shall apply to modified software or software connected with other programs.

18.   Term and Termination

18.1   The term of the right of use shall depend on the license agreement to be concluded with the producer, with regard to possible software

maintenance services on the stipulations of the respective service ticket. The right of use shall however end

- upon expiry of the agreed term of use;
- upon end of use of the contractual hardware without this influencing the contractual user fee to be paid;
- by termination upon expiry of a possibly agreed minimum term of use and – unless agreed otherwise – subject to a one month notice to the end of the month;
- by early cancellation due to severe contract violations if the contractual condition is not re-established within an appropriate written grace period;
- by early cancellation in case of institution of insolvency proceedings on the assets of the customer or in case of a rejection of such a request for lack of assets. This cancellation shall be effective immediately upon declaration that the company will not be continued. If the company is continued, the cancellation shall become effective only six months after the institution of insolvency proceedings.

If for the avoidance of severe economic disadvantages of KBC the cancellation is indispensable, it shall have immediate effect.

19. Audit rights

19.1 KBC and the manufacturer have the right to check compliance with the contractual regulations and the contractual performance once a year and/or if there is an important reason to do so. The auditing shall be performed in each case in accordance with the applicable technical standards of KBC or the manufacturer. The customer undertakes to provide KBC with the information necessary to control compliance with the obligations set out in this agreement. This right of control shall also include the possibility for KBC and the manufacturer to inspect the performance at any time at the business premises of the customer during normal working hours and without disturbing the operational processes. This inspection must be announced in writing at least one month in advance and may not exceed three working days.

19.2 If defects are discovered in the course of an inspection or audit, the

customer shall remedy such defects immediately at its own expense, at the latest within the period of time agreed between the customer and KBC or the manufacturer. The costs of the performance of an audit shall generally be borne by KBC or the manufacturer. This cost coverage shall not include personnel costs. Personnel costs shall be borne by each contracting party itself. If, however, defects are discovered in the course of the audit, the customer shall bear the costs of remedying the defect as well as the costs of the follow-up audits caused by the discovery and remedy of the defect.

20. Export Limitations

20.1 Any transfer of contractual objects, documents or other material, in particular any re-export may be subject to the obligation to gain a permit according to the export rules of the USA, the European Union or possible other states. In such case the customer shall undertake to obtain the appropriate authorizations from the respective authorities before a transfer takes place. In case of a repeated transfer the same obligation must be contractually imposed on the transferee, resp. the person entitled to dispose of.

20.2 If after contract conclusion it should turn out that the delivery of contractual components is subject to the export limitations of the United States of America or the legal provisions of the European Union or the „Arab Boycott", KBC shall be entitled to withdraw from the contract. If the customer upon contract conclusion has failed to inform KBC on such circumstances, the customer shall fully compensate KBC the expenses and damages resulting therefrom.

20.3 For dual-use items, the following applies specifically: An export license is required for the export of certain goods. The license requirement results from certain technical product characteristics and applies to deliveries to all countries outside the EU, but in rare cases also to shipments within the EU. A distinction is made between military equipment and dual-use goods, which can be used for both military and civil purposes. The goods concerned are included in lists of goods. In addition to goods, software

and technology are also included in the definition of goods. The customer undertakes, in accordance with Article 22 (10) of the EC Dual-Use Regulation, to clearly mark goods subject to approval on his business documents (e.g. purchase contracts, invoices, etc.), even in the case of intra-Community deliveries, e.g. by stating the list item.

21. Law and Forum

21.1 The contractual relationships shall exclusively be subject to Austrian Law excluding its conflict of laws rules. The application of the UNCITRAL treaty of the United Nations on contracts on the international sale of goods shall be excluded.

21.2 Any and all disputes arising out of the contractual relationships – including those on their existence or non-existence – shall be exclusively settled by the Court in Vienna having subject-matter jurisdiction.

22. General / Final provisions

22.1 The rules of bilateral trading transactions shall be applied to the contractual relationships, even if one party is not a trading company. The customer shall inform KBC before contract conclusion if the system or system components are not acquired for the operation of his business; otherwise the customer shall acknowledge that contract conclusion shall belong to the operation of his business and that he is an entrepreneur in terms of the Consumer Protection Act.

22.2 Subsidiary agreements, amendments and supplements of agreements shall require written form for their validity, including the original signature or the secure qualified electronic signature and are only effective if they have been recognized in writing by a representative authorized by KBC. The same shall apply to the abandonment of the written form clause. Oral side agreements do not exist.

22.3 The contracting parties shall immediately notify to each other in writing modifications of the name, the company name, the address, the legal form, the company register number, the paying office etc., otherwise deliveries

and payments shall be validly possible if made to the address resp. the paying office last announced.

22.4 If single provisions of these conditions or of the contract concluded should be ineffective, the effectiveness of the remaining provisions shall not be affected. The ineffective provision shall be substituted by a valid provision which meets the intended purpose most closely.