

General Terms and Conditions of Solution Designers GmbH

Note: This is a convenience translation. In case of discrepancies, the German version prevails.

Preamble

Solution Designers GmbH is a limited liability company registered in the commercial register of the Regional Court of Korneuburg under company number FN 667654 w, headquartered at Eichenbrunn 160, 2152 Gnadendorf. Among other things, it is engaged in implementing, marketing, and distributing software programs. The Client and Solution Designers aim for a long-term cooperation. Both parties acknowledge that projects—especially in telecommunications and information technology—are naturally associated with unforeseeable external factors and therefore generally cannot be implemented, maintained, and further developed entirely without disruptions. With this in mind, the parties agree that, even in the event of a breach of contractual obligations, they will fundamentally maintain the contract and, in a spirit of cooperative goodwill, find solutions to achieve the project's success.

Definitions

- CLIENT or CUSTOMER means the recipient named in the individual order.
- “Solution Designers” or CONTRACTOR means Solution Designers GmbH, FN 667654 w, Eichenbrunn 160, 2152 Gnadendorf.
- CONTRACTING PARTIES refers jointly to CLIENT and CONTRACTOR.
- CONSULTING refers to Solution Designers’ agreed consulting services for implementing the SOFTWARE specified in the individual agreement.
- SOFTWARE refers to all or individual components of the software products specified in the individual order. Beta versions, pre-releases, or other special releases are not deemed SOFTWARE.

Contractual Basis

Unless otherwise agreed with priority, the following provisions apply in the order given:

- the individual contract/order including any annexes
- the data processing agreement (DPA)
- these General Terms and Conditions of Solution Designers
- the remaining statutory provisions

These GTC apply exclusively to entrepreneurs within the meaning of § 1 UGB (Austrian Commercial Code). The customer’s general terms and conditions shall not become part of the contract and shall not apply, even if the customer refers to them or attempts to incorporate

them otherwise. Amendments and supplements to these terms require text form, unless written form is expressly required.

Rights and Duties of the Customer

Cooperation duties: The parties will work closely together to provide all services by Solution Designers. The customer undertakes to support Solution Designers at all times to the extent required—both in advance and during performance—using best efforts. The customer will ensure that all cooperation actions necessary for performance are carried out in good time and free of charge and that all necessary prerequisites within the customer's sphere are created. In particular, this includes:

- procuring and appropriately providing all information and documents and access to data required to render the agreed services;
- obtaining decisions and alignments in a timely, needs-based manner;
- ensuring availability of responsible employees/key personnel from the customer's specialist departments;
- appointing and providing an authorized project manager to accompany the project;
- independently and in due time preparing, conducting, and following up jointly defined and coordinated activities;
- carrying out acceptances (if agreed);
- providing source data on schedule;
- creating complete, current, reproducible, and accurate backups of all relevant data, programs, and electronic records;
- ensuring that all information provided to Solution Designers is accurate, appropriate, and complete;
- taking all necessary measures to protect the health and safety of Solution Designers' personnel while on the customer's premises.

If the customer fails to perform a required cooperation act, performs it late, or not as agreed, the resulting consequences shall be borne by the customer. Additional efforts by Solution Designers are to be remunerated in full at standard rates. The customer may not rely on performance disruptions associated therewith. The customer's cooperation duties are material contractual obligations.

The customer must promptly examine services and interim results. Obvious defects must be notified without delay; hidden defects must be notified without delay upon discovery and in writing; § 377 UGB applies mutatis mutandis.

Rights and Duties of Solution Designers

Solution Designers shall provide its services according to the respective offer, unless the customer is in default regarding cooperation duties. Where Solution Designers is commissioned

in individual cases to provide services aimed at producing a work result (e.g., extensive software customization), services shall be rendered in accordance with the state of the art and the principles of proper professional practice. The content and scope of services follow solely from the written agreements.

Solution Designers may invoice remuneration for separable partial services either monthly or according to project progress.

The customer agrees to be named as a reference (name/logo) in customer lists, presentations, and pitches. Any further promotional use requires prior consent. The customer may revoke the reference naming at any time for good cause with future effect.

Term of Agreement

The agreement enters into force upon signing the individual order.

The term results from the project plan agreed between the customer and Solution Designers for implementing the services defined in the individual order.

The parties may terminate the contract for cause without notice. Good cause particularly includes a material breach of contract or significant payment default despite prior warning and expiry of a reasonable grace period; if facts attributable to a party become known that permanently prevent proper execution of the order; in case of breach of confidentiality obligations; if a party is included on an applicable national or European sanctions or embargo list; in the case of unsuccessful enforcement against a party's assets; or upon opening of insolvency proceedings or dismissal for lack of assets. Upon termination, all claims of the parties become due at the time of termination insofar as they are not already due.

Project Services

Consulting services are generally owed as services; no acceptance is envisaged for these. Where an explicit work result (subject to acceptance) is agreed in the individual order, the following applies:

- The object of acceptance results from the respective individual contract.
- Solution Designers produces the service and submits a handover protocol requesting that (partial) acceptance be declared within the agreed period.
- If no period is agreed, the customer must declare acceptance within 10 business days of receipt or report material defects in writing.
- If no timely declaration is made, the service is deemed accepted provided usability is not significantly restricted at that time due to reported material defects and Solution Designers previously pointed out this legal consequence.
- If the customer wishes to change performance requirements, Solution Designers will agree insofar as reasonable. If changes affect scope, schedule, or costs, Solution Designers may

demand an appropriate adjustment (in particular, increased remuneration / schedule shift).
Changes must be in text form.

- Solution Designers may assert additional efforts arising from requested changes without delay.

Fees and Remuneration

- Unless otherwise agreed in writing, services are billed monthly in arrears based on time and materials at the prices communicated in a written order confirmation by Solution Designers.
- Prices are net plus VAT.
- Unless agreed otherwise, Solution Designers performs services at its registered office. If services are rendered elsewhere, the customer reimburses travel and accommodation costs against receipts.
- Reasonable accommodation costs for Solution Designers' consultants are borne by the customer if an overnight stay is required to perform services at the customer's site (e.g., multi-day workshops, when same-day travel is not feasible).
- Travel by car from the office location (Wirtschaftspark Wolkersdorf im Weinviertel) is charged at the applicable official kilometer rate.
- Travel time—also calculated from the office location—is billable at 50% of the agreed hourly rates.
- Assignments outside usual service hours (workdays 08:00–18:00), on weekends and public holidays, occur by prior arrangement; surcharges per the price list apply.
- The customer must transfer invoiced amounts within 14 days from invoicing.
- Invoices must comply with VAT Act requirements; all prices quoted are net plus VAT.
- In the event of payment default, statutory default interest and reasonable dunning/collection costs apply; Solution Designers may withhold further services until payment.
- Set-off is permitted only with undisputed or finally adjudicated claims; rights of retention are excluded unless based on the same contractual relationship.

Representations and Warranty

Solution Designers warrants the contractually agreed work services. For services, no acceptance obligation applies; errors are remedied in the course of performance. Solution Designers does not guarantee that implementations are error-free at all times or operate without interruption; evaluations materially depend on the customer's imported data.

For material defects in work services, Solution Designers provides warranty by rectification; remedy may also consist in demonstrating reasonable ways to bypass the effects.

The customer bears the burden of proof that a material defect exists; the presumption of defectiveness under § 924 ABGB does not apply.

The limitation period for warranty claims arising from work services is six months from delivery or acceptance.

If Solution Designers renders services in relation to error search or rectification without being obliged to do so, it may charge separate remuneration.

If third-party IP rights are infringed in connection with the services, the customer must promptly inform Solution Designers in writing and authorize it to defend or settle the claim at its own cost. Where the customer must make payments to third parties under a final judgment or settlement, Solution Designers will indemnify the customer, except where the infringement is due to use with other software or changes made by the customer. Solution Designers may, at its discretion, modify implementations or procure a license; if this is impossible or economically unreasonable, the affected individual contract will be rescinded.

Liability

Solution Designers is liable without limitation for intent and gross negligence as well as for personal injury. Otherwise, liability for slight negligence is excluded; this does not apply to claims under the Product Liability Act. To the extent legally permissible, compensation for indirect damages, lost profits, data loss, and consequential damages is excluded. Liability is capped at the fees paid by the customer for the affected service in the 12 months preceding the damage event. Claims for damages become time-barred at the latest one year from knowledge of damage and damaging party. The parties shall keep damages as low as reasonably possible.

Subcontractors

Solution Designers may subcontract parts or all of the services to qualified, capable, experienced, and reliable subcontractors.

Solution Designers ensures proper interaction of all employees and subcontractors working at the place of performance and coordinates their deployment.

Force Majeure / Performance Disruptions

If performance of contractual obligations is prevented or significantly impeded by force majeure and a party invokes this, upon justified request both parties are temporarily released from their performance and counter-performance obligations. The affected party shall promptly inform the other in text form of the beginning and end of such circumstances and bears the burden of proof.

Force majeure particularly includes terrorist attacks, embargoes, natural disasters, pandemics, strikes, and general administrative decisions connected therewith.

If complete prevention of performance or significant impediment lasts longer than 3 months, either party may withdraw in writing; expenses incurred by Solution Designers up to that point are to be reimbursed.

Confidentiality and Non-Disclosure

The parties shall treat as confidential all non-public information disclosed in connection with this contract and use it solely for contract performance. This duty applies during the contract term and for 5 years after its end; for trade secrets, it applies as long as a legitimate confidentiality interest exists.

Exceptions include information that becomes public without breach, is lawfully obtained from third parties, or must be disclosed by law/authority (with prior notice where permissible).

Data Protection

The parties comply with applicable data protection laws (especially the GDPR). The customer authorizes Solution Designers and its affiliates as well as subcontractors to process data (including personal data) during the contract term as processors for the purposes defined in the contract in accordance with the DPA. Solution Designers may engage sub-processors.

Third-country transfers occur only where a legal basis exists (e.g., adequacy decision or EU Standard Contractual Clauses). An up-to-date list of sub-processors will be provided on request.

Integrity

The parties take appropriate measures to prevent corruption, other criminal acts, and serious misconduct, and cooperate in clarifying suspected cases.

In the event of proven serious misconduct, the other party may extraordinarily terminate without notice, and the resulting damage must be compensated.

If a party becomes aware of suspicions, it must promptly notify in text form and clarify the facts; appropriate measures must be taken to prevent future misconduct.

Succession / Assignment

Solution Designers may transfer rights and obligations under this contract to affiliated companies (§ 189a UGB) without the customer's consent; the customer will be informed.

Otherwise, any transfer of rights and obligations requires the other party's consent after assessing performance capability.

A change in the customer's legal or economic control entitles Solution Designers to early termination; the customer shall notify Solution Designers thereof without delay.

Non-Solicitation

The customer undertakes not to poach or employ any employees of Solution Designers who were assigned to the project in the last 12 months, during the contract term and for 12 months thereafter. In case of breach, a contractual penalty equal to three gross monthly salaries of the person concerned is due; further claims remain unaffected.

Rights in Work Results and Know-how

Upon full payment, Solution Designers grants the customer a simple (non-exclusive), non-transferable, unlimited (time and territory) right to use individually developed work results for its own business purposes. Rights in methods, templates, standard modules, scripts, and pre-existing know-how remain with Solution Designers; the customer receives a simple right of use insofar as necessary for contract performance. Transfer to third parties outside the contract's purpose is excluded.

Export Control and Sanctions

The customer complies with all applicable EU and US export, re-export, and sanctions regulations and will not export services or work results to embargoed countries/industries. Violations entitle Solution Designers to extraordinary termination.

Miscellaneous

The parties do not intend to create any personal, economic, or social dependency beyond this agreement.

Amendments and supplements may be made in text form (e.g., email); electronic signatures—including qualified electronic signatures—are equivalent to written form unless written form is expressly required.

All disputes arising out of or in connection with this contract are governed by Austrian law, excluding the UN CISG.

Exclusive place of jurisdiction is the competent court in Korneuburg.

Should individual provisions be invalid or unenforceable, the remaining provisions remain unaffected. The parties will replace the invalid provision with a valid one that most closely reflects the economic purpose. The same applies to gaps.

Place of performance is Solution Designers' registered office. Contract language is English.