

General Terms and Conditions of Solvion information management GmbH

As of: April 2018

1. Subject matter

- 1.1 All deliveries and services provided by Solvion information management GmbH (hereafter referred to as "Solvion") through commercial business transactions are based exclusively on these conditions.
- 1.2 General terms and conditions of customers will not become subject matter of the contract. This applies even if these are attached to requests for proposals, orders, declarations of acceptance, etc. and Solvion has not explicitly objected to them.

2. Orders and offers

- 2.1 A contract is concluded with the acceptance of an offer made by Solvion, which includes a service description together with the specified deliveries/services, dates and remuneration amounts. These are an integral part of the contract, together with these General Terms and Conditions. The binding period for an offer is generally 30 calendar days.
- 2.2 If Solvion, in coordination with the customer, takes action prior to the conclusion of the contract or after the expiry of the binding period, the offer is considered accepted for the scope of the deliveries/services rendered.

3. Service provision

- 3.1 Solvion's services and responsibilities are conclusively described in the respective service description. Solvion will perform these services with care and in accordance with the standards of proper professional practice.
- 3.2 Solvion will deploy suitable employees for the provision of the contractually agreed services. These employees are free with regard to the place and time of service provision, provided that mandatory work-related customer requirements do not require otherwise and nothing to the contrary was contractually agreed. Moreover, from a disciplinary perspective, Solvion's employees are only subject to instructions by Solvion, and Solvion decides at its own discretion, which employees are to be deployed or replaced. Customers have no right to demand the deployment of a certain employee. A customer can, however, express wishes, which Solvion will take into consideration whenever possible.
- 3.3 Unless otherwise agreed, the place of performance is Solvion's place of business.
- 3.4 Solvion supports the customer in the implementation of the contractually specified project by providing the contractually agreed deliveries and services. Solvion is only liable for a specific outcome if this has been explicitly agreed in the contract (work contract with project responsibility). Otherwise, the customer is solely responsible for the success and the implementation of the project (project management).

4. Dates and deadlines

- 4.1 Service dates and deadlines specified in contracts are only binding if they have been consensually designated as binding in writing.
- 4.2 If the failure to meet a deadline for deliveries/services is demonstrably due to obstacles beyond Solvion's control, the deadline shall be extended accordingly.
- 4.3 Solvion shall endeavour to comply with the agreed dates. Failure to meet a deadline entitles a customer to withdraw from the contract only after the customer has granted Solvion an adequate grace period of at least 14 days in writing, unless agreed otherwise in individual cases. Such grace period shall commence on the day Solvion receives a letter of formal notice.
- 4.4 In the event of a delay of delivery or performance due to reasons attributable to Solvion, the customer may request the termination of a contract only for such portions of the delivery or service not yet rendered. As far as partial deliveries/services already rendered are unusable for the customer, the customer is also entitled to cancel the contract.

5. Cooperation on behalf of the customer

- 5.1 The customer undertakes to support Solvion in the creation of the contractually owed services to the extent necessary. In particular, the customer will fulfil the general obligations to cooperate laid out herein as well as any specific obligations to cooperate set out in the respective contracts in good time and free of charge. The customer shall ensure that human resources are available within the agreed scope and with the required skills. Without being asked, the customer will provide Solvion with all information and documents required or useful for the provision of the contractual services, regardless of whether such documents have been specified in the service description. The customer is responsible for the accuracy and consistency of the information and documents provided.
- 5.2 When fulfilling the prevailing obligations to cooperate, the customer must adhere to the applicable implementation provisions and deadlines agreed with Solvion. Further enquiries made by Solvion within the scope of service provision must generally be answered within two working days. Should the customer, in exceptional cases, require a longer period of time to address the enquiries, Solvion shall be informed of this in a timely manner. Solvion's period of performance shall then be extended accordingly.
- 5.3 The customer and Solvion each designate at least one employee as a contact person authorized to provide binding information required for service provision and in particular to answer any questions which may be essential to the provision of services.
- 5.4 Data carriers provided by the customer must contain correct information and must be technically flawless. If this is not the case, the customer shall compensate Solvion for any damages resulting from the use of such data carriers and shall indemnify Solvion regarding any third-party claims. The customer shall retain

copies of all documents and data carriers provided to Solvion and shall grant Solvion access to such copies at any time free of charge. After the provision of the service, Solvion is entitled to destroy any documents received from the customer. At the request of the customer, Solvion shall return such documents.

- 5.5 If the customer does not fulfil the obligations to cooperate as agreed, the implementation deadlines are extended by the period of time for which the fulfilment of such obligations to cooperate has been delayed. Solvion will communicate the specific failure to cooperate to the customer, together with a notice regarding the related extension of the implementation deadlines. Should a failure to cooperate on behalf of the customer result in additional expenses to Solvion, then Solvion is entitled to add such additional expenses to its invoice.

6. Rights of use

- 6.1 Solvion and/or the according licensors are entitled to all rights to the agreed deliveries/services derived from patent, trademark, design protection, integrated circuit layout design protection and/or copyright law, unless otherwise agreed.
- 6.2 The customer only receives the non-exclusive and non-transferable right to use these deliveries/services after full payment of the agreed remuneration amount and, in the event of work-based deliverables, after acceptance of the work results to be provided, under adherence to the contractual specification at the agreed installation location for the contractually agreed purpose and within the scope of the number of licences acquired.
- 6.3 Solvion and/or the according licensors reserve all other rights. Without their prior written consent, the customer is therefore in particular not authorised to reproduce, amend, make available to third parties or otherwise use the software, databases, graphic designs or other matters to which Solvion or third parties hold rights, other than at the agreed installation location for the contractually agreed purpose and within the scope of the number of licences acquired.
- 6.4 Even in the event that the customer is granted exclusive usage rights for the work results based on a separate agreement, Solvion in any case reserves the unrestricted right to use, amend, distribute and exploit all general insights, methods used, procedural models, methods, know-how, etc. as well as intermediate results which do not include customer-specific information upon which the created work results are based.
- 6.5 Solvion uses third-party software products ("third-party software" or "standard software", but also "open source software") solely on the basis and under the terms of a separate software usage contract concluded between the third party and the customer. At the request of the customer, Solvion will furnish the third party company's license conditions. Solvion does not offer the customer a guarantee, nor does it accept liability for any claims resulting from the contents of the software usage contract concluded between the third party and the customer. The customer agrees to be bound by these license terms by performing such action or by having its agents perform such action, which the respective software producer has determined as a declaration of consent.

7. Remuneration and due date

- 7.1 The prices for the deliveries/services are specified in Solvion's offer.
- 7.2 Statutory sales tax is added to all remuneration and ancillary cost amounts. The customer bears all fees and taxes, except for income-related taxes.
- 7.3 Invoices are due without deduction within 14 calendar days after receipt of the invoice.
- 7.4 In the event of a defect, the customer may only withhold a portion of the payment to an extent corresponding to the extent of the defect.
- 7.5 Unless there is a separate agreement on remuneration, Solvion provides its services on the basis of its generally applicable price list in force at the time of completion of the contract.
- 7.6 The customer is only permitted to offset Solvion's claims with counterclaims if these are legally established, are undisputed or have been acknowledged by Solvion in writing.

8. Acceptance

- 8.1 Solvion may submit partial services for acceptance (partial acceptance). This includes: self-contained phases for the performance of the specified services, self-contained and therefore functional parts, self-contained documents or parts of documents.
- 8.2 The customer shall perform the acceptance (including partial acceptance) of the services provided by Solvion without delay. Solvion is entitled to participate in any acceptance procedure.
- 8.3 The acceptance period is no longer than 14 calendar days and begins as soon as Solvion has provided the customer with the owed service for acceptance (or partial acceptance) purposes. If the customer has not objected to material defects within the acceptance period, the delivery/service is considered accepted. As soon as the customer productively uses the deliveries/services in any way, they are considered accepted. If material defects are detected during the acceptance procedure, the customer must inform Solvion about such an issue immediately in writing and offer Solvion an opportunity to remedy these defects prior to the completion of the acceptance procedure. Otherwise, the acceptance procedure will be repeated after the defects have been eliminated.

9. Warranty

- 9.1 Solvion guarantees that at the time of the transfer of risk its deliveries/services are free from defects, which would substantially reduce their value or usability. Solvion does not offer a guarantee for the ability of the deliveries/services to be resold, nor for their suitability for a particular use.
- 9.2 Solvion guarantees that the deliveries/services are generally accurately described in the service description and that they are operational within this scope. Solvion does not guarantee that the functions will meet the customer's requirements or that they will work in the combination chosen by the customer.
- 9.3 Defects must be communicated no later than 14 days after detectability. Otherwise, all entitlements to

corrective action expire. Notices of defects must be communicated in writing together with a comprehensible account of the error symptoms and must - as far as possible - be accompanied by written records, hard copies or other documents to be created, demonstrating the defects.

- 9.4 The warranty in particular excludes defects or damages due to:
- 9.4.1 improper use, operating errors, self-maintenance and negligence on behalf of the customer;
 - 9.4.2 fire, lightning, explosion or excess voltage caused by the electricity network, any kind of moisture, incorrect or faulty programme, software and/or processing data.
- 9.5 The warranty period shall be twelve (12) months, beginning with the transfer of risk or - in the case of work-based deliverables - acceptance.
- 9.6 In the event of a warranty claim, Solvion may, at its own discretion, choose between rectification and replacement. Replaced parts become the property of Solvion.
- 9.7 If the customer has offered Solvion a reasonable period of time after the first notice and if Solvion has refused rectification or if two rectification attempts due to the same defect have failed during this period, the customer has the right to demand the reduction of the remuneration or, in the event of a significant defect, the cancellation of the contract.
- 9.8 If a review of the defect notice shows that no warranty claim exists, Solvion is entitled to invoice the costs for review and repair based on Solvion's applicable standard prices.

10. Third-party property rights

- 10.1 Solvion guarantees that the deliveries/services developed and/or delivered by it are not encumbered by third-party rights, which would materially restrict or exclude a usage according to the contractually agreed scope. Solvion indemnifies the customer against third-party claims based on the infringement of property rights due to the use of the unchanged deliveries/services provided by Solvion as per the contract, provided that the customer informs Solvion about the assertion of such claims immediately, cedes legal representation to Solvion at its request and supports Solvion in the execution of its legal defence to a reasonable extent and free of charge.
- 10.2 In the event of a demonstrable infringement of rights, Solvion will, at its own discretion, either acquire a licence for the use of the rights from the third party or immediately develop a workaround solution and provide it to the customer free of charge. The customer is required to accept this workaround solution, unless this is not tolerable due to substantial performance impairments related thereto. If the customer declines in such a justified case, Solvion may terminate the contract regarding the delivery/service causing the infringement of property rights and refund the customer for the according remuneration paid. If it can be demonstrated that the customer can no longer use the entire delivery/service rendered to a sufficient extent due to the loss of this partial service, the customer is entitled to terminate the entire contract.

- 10.3 This section conclusively determines the contracting parties' remedies regarding claims and damages related to indemnity in the event of an infringement of intellectual property rights and related other property rights.

11. Liability

- 11.1 Solvion's liability for damages resulting from deliberate or grossly negligent breach of duty is unlimited. Solvion furthermore assumes unlimited liability for damages deriving from injury to life, body and health.
- 11.2 For claims under product liability law, Solvion's liability is subject to the provisions of the Product Liability Act.
- 11.3 Liability for slight negligence, as well as for indirect damages, lost profit, unrealised savings, loss of use, loss of production, costs related to business interruptions and data loss is expressly excluded.
- 11.4 To the extent that liability under these terms is excluded or limited, this also applies to the personal liability of Solvion's employees and bodies, as well as its representatives and subcontractors.

12. Duration of contract / termination rights

- 12.1 If a contract does not specify a certain contract period, it can be cancelled in writing by either contracting party with a notice period of three (3) months to the end of each quarter of a calendar year. The termination right does not apply to cases in which the contract by its very nature ends with the fulfilment of the mutual obligations (purchase and works contract).
- 12.2 Both partners' right to an extraordinary termination of this contract without notice for cause remains unaffected.

13. Retention of title

- 13.1 The goods delivered by Solvion remain its property up to the complete payment of the purchase price, including any interest and ancillary charges. Up to this point in time, the customer is only entitled to resell, process or combine the goods if Solvion has granted its written consent. Only cases in which Solvion is aware of the fact that the goods are intended for this use within the customer's regular course of business are excluded.
- 13.2 Any resale of the goods is only permitted if Solvion is informed about this in a timely manner, is provided with the name or business name and the exact address of the buyer, and agrees to the sale. In this case, the purchase price claim is considered to be assigned to Solvion, and Solvion is authorised to inform the third-party debtor about this assignment at any time. Any legal transaction fees in connection with the assignment shall be borne by the customer.
- 13.3 Up until the full payment of all claims, the goods may neither be pledged nor transferred as collateral or otherwise encumbered with third-party rights. The customer must inform Solvion about any seizure, other encumbrance or deterioration of the goods or the assigned claims immediately, and insure all goods adequately against the usual risks (in particular theft, breakage, fire and water damage) at its own expense and provide proof of the according insurance to Solvion upon request. The customer is liable for any accidental loss of the goods, even if the contract is terminated.

14. Final Provisions

- 14.1 Changes and amendments to this contract can only be agreed in writing. This also applies to any agreement to waive written form.
- 14.2 This contract is subject to Austrian law. However, the application of rules on the conflict of laws as well as the UN Sales Convention is excluded.
- 14.3 The place of jurisdiction for any dispute arising from or in connection with this contract is agreed to be the competent court Vienna 1. Apart from this, each party is free to file a suit against the other party at its regular place of business.