

Software Licence Terms

§ 1 Subject matter of the contract

- (1) The licence terms of Solvion information management GmbH (hereafter referred to as “SOLVION”) arise exclusively from these software licence terms.
- (2) General terms and conditions of the licensee 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.
- (3) 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 Software Licence Terms. The binding period for an offer is generally 30 calendar days.
- (4) If SOLVION, in coordination with the licensee, 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.
- (5) The licensee acquires the software outlined in more detail in the offer from SOLVION, including the data contained therein (hereafter referred to as the “Software”), as well as the related service description (in printed form) in accordance with **the service description in the offer** (hereafter referred to as the “Service Description”) in the language specified therein (together the “Contract Object” or the “Contract Objects”) under the terms of use set out in these Software Licence Terms.
- (6) The software’s source code is not part of the Contract Objects.
- (7) The properties of the Software delivered by SOLVION are ultimately determined by the Service Description effective at the time of delivery of the Contract Objects, which was available to the licensee prior to the conclusion of the contract. SOLVION does not owe any further properties of the Software. The licensee can in particular not derive any such obligation based on other representations of the Software in public statements or advertising by SOLVION and/or the manufacturer or their employees or sales partners, unless SOLVION has expressly confirmed any further properties in writing.
- (8) Insofar as SOLVION employees provide guarantees prior to the conclusion of the contract, these are only effective if they have been confirmed by SOLVION’s management in writing.

§ 2 Scope of use

- (1) The licensee acquires the right to use the Contract Object (in the scope defined by this contract) on all its current and future systems exclusively for its own purposes and the other purposes expressly set out in this contract in accordance with the other provisions of this contract, including the application on a backup system in the event of a disaster, and to make required copies for backup purposes only, and to create extensions of the application software for own purposes via the defined interfaces, and to connect it with its own systems. This also applies to installations of the Software in a cloud application (e.g. MS Cloud) or in a data centre belonging to the licensee, provided that in doing so it can be guaranteed that this does not result in an extension of the scope of use of the Contract Object. The licensee must in particular ensure that only it has access to the software and that any installation in the cloud or in a data centre does not result in a violation of the agreed licence metric as set out in these Software Licence Terms.
- (2) Without prior written agreement with SOLVION, the licensee is not entitled to allow third parties to wholly or partially use the Contract Object and/or to use the Contract Object for third parties. The right of use is therefore granted exclusively for the use of the Contract Object within the licensee’s own company.
- (3) The licensee’s right of use also includes the licensee’s organic growth beyond the scope of business on the date of conclusion of the contract, not, however, other extensions of the scope of business, in particular by means of amalgamation, in whatever form, with other companies or parts of companies, such as businesses, parts thereof, or divisions, in particular by means of contribution, merger, transformation, division or any other restructuring process.
- (4) If the licensee’s company is wholly or partially transferred to other (receiving) legal entities by whatever means (in particular restructuring processes), the Contract Object may only be used exclusively in the area of the previously authorised company within the above-mentioned limits, even if due to these (restructuring) processes the previously authorised company and the receiving legal entity then constitute a single legal entity. If such a

separation is not possible due to the (restructuring) process, the further use of the Contract Object is not permitted without SOLVION's express written consent. This provision shall apply equally if not the entire company of the previously authorised licensee, but only parts of the company, such as businesses, parts thereof, or divisions, are transferred.

(5) This shall also apply accordingly if the business is outsourced to subsidiaries or other affiliated companies or third parties, or if business volume is acquired from third parties, as well as in any case of individual or universal legal succession, irrespective of the applied legal procedure.

(6) The licensee will, upon its own initiative, inform SOLVION about any changes to its company, in particular regarding its shareholder structure, as far as the licence agreement is affected thereby.

(7) Both contracting parties pledge, however, to enter into loyal negotiations in such cases, should the licensee and/or its legal successor desire an extension of the right of use. Any such extension must comply with economic provisions of this licence agreement as well as any maintenance contract, if concluded. An extension of the right of use created thereby is to be treated, within the scope of the relationship between the parties, as a newly granted licence according to the terms and conditions of the then effective pricelist.

(8) Commercial subletting is generally prohibited.

(9) The licensee is authorised to decompile the Software only within the limits set out by § 40 e UrhG (Copyright Act), and only if SOLVION, having been notified in writing and having been granted a suitable period of time, has not provided the required data and/or information required to achieve interoperability with other hardware and software.

(10) If within the scope of rework or maintenance SOLVION provides the licensee with amendments (e.g. patches, amendments of the user manual) or new editions of the Contract Object (e.g. update, upgrade) which replace the previously provided Contract Objects ("Outdated Software"), these are also subject to the provisions of this agreement.

(11) If SOLVION provides a new edition of the Contract Object, the licensee's entitlements regarding the Outdated Software as set out in this contract expire, even without an explicit return request by SOLVION, as soon as the licensee productively uses the new Software. However, SOLVION grants the licensee a three-month transition phase during which both versions of the Contract Objects may be used in parallel.

§ 3 Purchase price, terms of payment

(1) The purchase price as per SOLVION's offer is due and payable upon invoicing, however not prior to delivery of the Contract Objects or their provision for download within a network and notification of the buyer regarding such provision.

(2) The licensee is entitled to use the Software beyond the scope of the usage rights granted by this contract only after obtaining prior written consent by SOLVION. In the event of expanded use without consent, SOLVION is entitled to invoice the amount applicable to such additional use as per the then effective price list, unless the licensee can demonstrate that the damage is significantly less. Further claims for damages remain unaffected thereby.

(3) All prices are quoted exclusive of the applicable statutory sales tax.

(4) The prices for deliveries include transport and packaging in the event of physical shipment. If the Software is provided for download within a network, SOLVION bears the costs for making the Software available online, while the licensee bears the costs for the download.

§ 4 Installation, training, maintenance

(1) For the installation of the Software, SOLVION refers to the described installation instructions, in particular regarding the hardware and software environment that must be available at the licensee's location. At the licensee's request, SOLVION can carry out the installation of the Software on the basis of a separate agreement to be concluded, which is subject to the respective applicable price lists.

(2) SOLVION will provide instructions and training upon conclusion of a separate agreement on the basis of the applicable price lists.

(3) The parties simultaneously conclude the maintenance contract for the Software set out in the offer. For this, the provisions of the “Support and Software Assurance” apply.

(4) Unless the maintenance contract specifies otherwise, maintenance begins with the delivery of the Contract Objects. Claims for defects based on this contract are not affected by the maintenance contract. They can be asserted free of charge during the warranty period in accordance with the provisions of this contract.

§ 5 Protection of Software

(1) Unless the licensee is expressly granted rights under this contract, SOLVION is entitled to all rights related to the Contract Objects (and all copies thereof made by the licensee), including in particular copyrights, the rights to inventions and technical property rights. This also applies to the adaptations of the Contract Objects by SOLVION. The licensee’s ownership of the respective data media of such copies shall remain unaffected.

(2) The licensee will keep the delivered Contract Objects safe in order to prevent abuse. It will make the Contract Objects (whether unchanged or adapted) accessible to third parties only after obtaining prior written consent by SOLVION. Neither the licensee’s employees nor other persons residing with the licensee for the purpose of using the Contract Objects in accordance with the contract are considered third parties. § 6 remains unaffected.

(3) The licensee is not allowed to modify or remove SOLVION’s copyright notices, labels and/or control numbers or symbols. If the licensee modifies or edits the Contract Objects, these notes and labels must be included in the amended version of the Contract Object.

(4) The licensee shall keep records on the copies of Contract Objects created by it on data carriers in accordance with the contract, as well as their location, and shall provide SOLVION the according information or allow inspection upon request.

(5) If the licensee (i) delivers data carriers, storage devices or other hardware on which the Contract Objects are stored (wholly or partially, in unchanged or amended form) to third parties without this being a transfer as per § 6 or (ii) relinquishes ownership thereof, it must ensure that the stored Contract Objects are completely and permanently deleted beforehand.

§ 6 Transfer

The licensee may only transfer the Contract Objects to a third party in a uniform manner and in full and definitive cessation of its own usage of the Contract Objects. Any temporary or partially transfer of the usage to third parties against payment is prohibited, regardless of whether the Contract Objects are provided in material or immaterial form. The same applies to transfers without payment.

§ 7 Licensee’s cooperation and information duties

(1) The licensee has obtained information on the essential features of the Software and bears the risk as to whether these meet its requirements and needs; prior to conclusion of the contract, it has obtained advice from SOLVION employees or expert third parties regarding any open questions.

(2) The licensee is solely responsible for the establishment of a fully functional and adequately dimensioned hardware and software environment for the Contract Objects, taking into consideration the additional load caused by the Contract Objects.

(3) The licensee will test the Software to ensure it is free of defects and usable in the existing hardware and software configuration prior to its implementation. This also applies to Software which it receives under the guarantee or in the course of maintenance.

(4) The licensee observes the instructions provided by SOLVION regarding the installation and operation of the Software.

(5) As far as SOLVION is subject to further performance obligations beyond the provision of the Contract Objects, the licensee will cooperate in this regard to the extent required by providing e.g. employees, working areas, hardware and software, data and telecommunication facilities free of charge.

(6) SOLVION is entitled to verify whether the Contract Objects are used in accordance with the provisions of this contract. For this purpose, it may request information from the licensee, in particular regarding the time and scope of use of the Contract Objects, and inspect the licensee’s books and records, as well as hardware and software. For this purpose, the licensee shall grant SOLVION access to its premises during regular business hours.

(7) The licensee shall take appropriate precautionary measures for the event that all or part of the software does not work properly (e.g. through daily data backups, fault diagnosis, regular review of data processing results).

- (8) Unless the licensee expressly indicates otherwise in advance, SOLVION may assume that all of the licensee's data with which it may come into contact has been backed up.
- (9) The licensee bears disadvantages and additional costs arising from any breach of these duties.

§ 8 Delivery and performance period; force majeure

- (1) Unless otherwise agreed, the software is delivered in the version current at the time of delivery.
- (2) SOLVION carries out the delivery by either, at its own discretion, (i) providing the licensee with a copy of the Software programme on a machine-readable data carrier, together with copies of the Service Description, or (ii) making the software available for download within a network and notifying the licensee accordingly and providing it with copies of the Service Description.
- (3) Regarding the adherence to delivery deadlines and the transfer of risk, the relevant time in the event of physical shipment is the time at which SOLVION hands over the Software and the Service Description to the forwarding carrier. Otherwise, this is the time when the Software is made available for download within the network and the licensee is notified accordingly. If the Software or the Service Description is damaged or destroyed after the transfer of risk, SOLVION will provide a replacement against reimbursement of the costs for copying and shipping.
- (4) As long as SOLVION (i) is waiting for the cooperation of or information from the licensee or (ii) is impeded in performing its services due to strikes or lockouts at third-party companies or at SOLVION's own operations (in the latter case, however, only if the labour dispute is legal), official intervention, legal prohibitions or other circumstances outside of its control ("force majeure"), the delivery and performance periods are considered to be extended by the period of impediment as well as an appropriate start-up time after the end of the impediment ("downtime"), and no breach of duties is assumed for the duration of the downtime. SOLVION will inform the licensee immediately of any such impediment and its probable duration. If the force majeure lasts for more than 3 months without interruptions, both parties are released from their performance duties.

§ 9 Material defects and defects of title; other performance disruptions; limitation

- (1) Under the rules of the Sales Law, SOLVION guarantees the agreed properties of the Contract Objects according to § 1 Section 7, and that the use of the Contract Objects by the licensee within the scope of the contract does not infringe any third-party rights. The guarantee regarding the Contract Objects being free from rights of any third parties, however, only applies to the country of destination in which the Contract Objects are to be used, as agreed between the parties. Without any express agreement, the guarantee applies to the country where the licensee has its registered office.
- (2) In the event of material defects, SOLVION will initially fulfil its warranty obligations by way of rectification. For this it will, at its own discretion, provide the licensee with a new Software version which is free from defects or eliminate the defect; an elimination of defects is also assumed if SOLVION demonstrates to the licensee reasonable possibilities of preventing the consequences of the defect. In the event of defects of title, SOLVION will initially fulfil its warranty obligations by way of rectification. For this it will, at its own discretion, provide the licensee with a legally correct way of using either the delivered Contract Objects or replaced or modified equivalent Contract Objects. SOLVION is entitled to make rectification efforts dependent on whether the licensee has paid at least a reasonable part of the remuneration.
- (3) The licensee is obligated to accept a new Software version if the contractually agreed scope of functions is maintained and the acceptance does not entail significant disadvantages.
- (4) If two rectification attempts fail, the licensee is entitled to set a reasonable grace period for the elimination of the defects. It must expressly indicate in writing that it reserves the right to withdraw from the contract and/or to demand damages if another attempt fails. If the rectification attempt during the grace period also fails, the licensee may withdraw from the contract or reduce the remuneration, unless the defect is minor. SOLVION pays damages or compensation for futile expenses due to a defect within the limits set out in § 10.
- (5) If SOLVION performs services while troubleshooting and eliminating errors without being obliged to, it may also demand remuneration in accordance with its regular rates. This applies in particular if no defect can be detected or if a detected defect is not attributable to SOLVION. SOLVION may also demand reimbursement for any additional costs incurred by it due to the fact that the licensee has not duly fulfilled its duties set out in § 7.
- (6) If third parties make claims which prevent the licensee from assuming its contractually granted usage rights, the licensee shall inform SOLVION immediately, comprehensively and in writing. It hereby authorises SOLVION to bring forward actions against third parties alone, both in and out of court. If the buyer is sued, it coordinates with SOLVION and takes legal action only with SOLVION's consent. This applies in particular to

acknowledgements and settlements. SOLVION is obligated to dispute the claims at its own expense and to indemnify the licensee against all costs and damages related to the defence against such claims, provided that these are not based on improper conduct on behalf of the licensee.

(7) The licensee may only derive rights from other breaches of duty committed by SOLVION if it has reprimanded SOLVION accordingly in writing and granted it a grace period to remedy the situation. The limits set out in § 10 apply to damages and compensation for futile expenses.

(8) The limitation period for all warranty claims is six (6) months, beginning with the delivery or provision of the Contract Objects (and according notification of the licensee). The same period applies to any other type of claims brought forward against the seller.

§ 10 Liability

(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.

(2) For claims under product liability law, SOLVION's liability is subject to the provisions of the Product Liability Act.

(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.

(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.

§ 11 Confidentiality and data protection

(1) The contracting parties undertake to treat all knowledge of confidential information and business secrets ("Business Secrets") of the other contracting party obtained during the initiation and implementation of the contract confidentially for an unlimited time and to use such information only for purposes related to the implementation of this contract. SOLVION's Business Secrets also include the Contract Objects as well as the services provided under this contract.

(2) The licensee will make Contract Objects only available to employees and other third parties to the extent that this is required for the exercise of the usage rights granted. It will instruct all persons to whom it grants access to the Contract Objects regarding SOLVION's rights to the Contract Objects and the obligation to maintain confidentiality and require such persons in writing to maintain confidentiality and to use the information only within the scope set out in Section 1, provided that the persons concerned are not obliged to maintain confidentiality covering at least the scope mentioned above based on other legal grounds.

(3) The above obligations shall not apply to Business Secrets which (i) at the time of transfer by the contracting party were already evident or known to the other contracting party; (ii) after the transfer by the contracting party became evident without this being the other contracting party's fault; (iii) after the transfer by the contracting party were made available to the other contracting party by a third party in a manner that is not unlawful and without any limitations regarding confidentiality or use; (iv) were independently developed by a contracting party without using the other contracting party's Business Secrets; (v) according to the law or because of an official or judicial order must be disclosed - provided that the disclosing party informs the contracting party about this immediately and supports it in its defence against any such order or decision; or (vi) if the contractual partner is allowed to use or forward the Business Secrets due to mandatory statutory provisions or on the basis of this contract.

(4) SOLVION adheres to data protection regulations, in particular if it is granted access to the licensee's operations or hardware or software. It ensures that its vicarious agents also adhere to these provisions, and in particular obligates these to maintain data secrecy prior to commencing their activities. SOLVION does not intend to process or use personal data on behalf of the licensee. In fact, a transfer of personal data occurs only in exceptional cases as a side effect of the contractual services performed by SOLVION. The personal data will be treated by SOLVION in accordance with the provisions of data protection law.

§ 12 Final provisions

(1) The exclusive place of jurisdiction for all disputes arising from and in relation to this contract is SOLVION's registered office. If SOLVION files a lawsuit, it is also entitled to choose the court of jurisdiction at the licensee's registered office. Both parties' right to request temporary legal protection from the courts deemed competent on the basis of statutory provisions remains unaffected.

(2) Only Austrian law applies, the UN Sales Convention (CISG) and conflict rules are excluded.

(3) In order to be effective, the contract must be concluded in writing. The same applies to subsequent amendments and additions to the contract. This rule also applies to the amendment of this clause. No verbal collateral agreements have been made. All declarations made by the parties require written form in order to be effective.

(4) Should a provision of this contract be or become invalid or contain an inadmissible deadline provision or gap, the legal validity of the remaining provisions shall remain unaffected thereby. Instead, the ineffective provision shall be deemed replaced by an effective provision which economically most closely approximates the original intent of the parties. The same applies in the event of a gap. In the event of an inadmissible deadline, the legally permissible period applies.