map7 Consulting
Business Process Integration

General Terms and Software Maintenance Conditions 09/2023

1 Scope All of our deliveries and services, in particular software deliveries, maintenance and services (hereafter: performance) and offers are solely provided on the basis of our General Terms and Software Maintenance Conditions They form a part of all contracts concluded by us with respect to our services. They shall also apply even in the absence of a specific reference to the same. Differing terms and conditions of the client or third party shall not apply, even if we do not expressly object to the same. They shall not become a part of the contract even if the order is accepted or implemented.

Other services provided by map7 Consulting e. U. may also be subject to special terms and conditions, which shall precede these General Terms and Software Maintenance Conditions in the case of discrepancies, and the applicability of which map7 Consulting e. U. will advise for the respective case.

2 Conclusion of the contract In the absence of any declarations to the contrary, our offers shall always be subject to change and non-binding. They are based on the client's description of the work, without knowledge of the conditions that exist at the client's location. We conclude individual contracts with our clients on the basis of these terms. Contracts are only established upon our written confirmation or implementation of the contract. With respect to the scope and subject of services, the order confirmation or, in the case of immediate implementation of the order, the packing list shall be authoritative. In the event the order confirmation or packing list contain changes as compared to the client's order, the latter's consent is deemed as having been provided if he accepts the services without reservations and does not issue any objections in writing within a reasonable time period. We reserve the right to make changes in line with technical progress without notice.

Information or illustrations regarding the subject of the performance (e.g. serviceability, load-carrying capacity, tolerances, drawings and technical data) will always be approximate, unless usability for the contractually intended purpose requires exact concordance in this regard. Obvious errors as well as print, computing, writing and calculation errors are not binding and do not establish any claims on the part of the client. We will only assume guarantees if such guarantees have been expressly promised.

3 Prices, payment Our current list prices apply. Prices apply ex factory and do not include packaging, customs and transport costs and VAT. In the absence of a separate agreement, licensing prices do not include ancillary services such as installation, implementation, introduction, training, maintenance, expenses, travel costs and other expenditures.

In the event that we incur additional costs as a result of missing information or unclear objectives, we will issue a separate invoice for these costs as per the current list price, if the client does not correct or supplement the information despite a request to this effect.

In the absence of a separate agreement, our invoices are immediately due for payment and must be paid without deductions within 20 days of the invoice date. The date on which amounts are credited to our account shall be authoritative.

In the case of payment default, any rebates, discounts and other reductions shall lapse.

The client shall only be entitled to a holdback and offset right if his counter claims have been legally established, are not disputed or have been recognized.

4 Performance, adjustments to the contract Performance periods start upon receipt of the order confirmation, but not before all business and technical questions have been clarified. Information regarding performance periods is always approximate, unless a fixed performance date has been expressly promised.

Performance periods will be extended if the client is in delay with respect to fulfillment of his cooperation duties, in particular the submission of documents or a promised down payment.

Performance periods will be extended accordingly if delays are caused by force majeure events or other unforeseeable circumstances for which we are not at fault (e.g. strikes, unrest, embargoes, travel warnings issued by the Foreign Affairs department or missing, incorrect or untimely performance rendered by suppliers). Where such events significantly impair performance or make such performance impossible, and the disruption is not merely temporary, we may fully or partially withdraw from the contract.

In that case, the client shall be released from his duty to provide counter performance. In the event the client cannot be reasonably expected to receive such performance, he may withdraw from the contract. We are not liable for performance delays or impossibilities as a result of such events. We will inform the client regarding the occurrence of such events.

Partial performance or premature performance is admissible if it can be reasonably accepted by the client.

In the event that we discover, during the implementation of performance, that specific requirements of the performance scope must be modified, we will advise the client accordingly and submit alternative recommendations where possible. To this end, we will submit a supplementary offer to the client. The client is required to immediately inform us of his agreement with the change in writing, but no later than 10 working days after receiving the offer. As long as the client has not provided his consent or an agreement cannot be found, the agreed performance of the current contract shall continue to apply without changes.

The risk shall transfer to the client upon transfer / acceptance. Following the completion of performance, we may request the client to provide a written declaration of the correctness, completeness and defect-free nature of the performance. This declaration must be submitted within two weeks and may only be refused if the performance features significant defects. The declaration is deemed as having been provided if the client submits payment without reservations or if he fails to issue a notice of defect for significant defects or defects that cannot be improved with subsequent performance within 2 weeks following the performance in writing. Where the transfer/acceptance is delayed or made impossible as a result of circumstances for which we are not at fault, the risk shall transfer to the client upon notification of readiness for transfer/acceptance.

5 Cooperation by client The client is familiar with the main functional features of the product as described in the offer, and he assumes the risk that the product corresponds with his requirements, in particular with regard to infrastructure and system environment. The client shall provide comprehensive assistance with the provision of performance at his own cost, in particular as follows:

- He is responsible for the exact and written definition of specifications, promptly responding to questions, regular inspections of new installations, intermediate inspection of work results, tests etc.

- He will appoint up to three qualified employees with decision-making authority for provision of required information, specifications, testing, fault reports, implementation of maintenance services and other cooperative duties.

- He is responsible for providing the infrastructure required for performance provision, hence work stations, employees, computer time, system environment, authorization and access to hardware and software, telecommunications, and the scope and structuring of required data, separate from the client's business operations etc. We shall only be liable for damages caused by the client's employees if the latter acted pursuant to our instructions, whereby such liability shall be subject to our liability provisions.

- The client is responsible for normal data processing operations and backing up his data according to the state of technology. He will implement reasonable precautions for the case that software used at his operation does not work correctly (completely or partially), e.g. through regular - daily - data back-ups, fault diagnostics, regular review of results. The client will ensure that current data from data inventories maintained in a machine-readable form can be reproduced with reasonable effort. In the absence of an express written reference, we will always assume that all data that we come into contact with is backed up promptly.

- The client will use the software properly and with qualified and trained personnel.

- The client is required to provide reasonable assistance with troubleshooting activities and provide access to affected software and associated system environments via remote maintenance.

- The client will report malfunctions, errors, damages as soon as possible, and provide detailed information so that we may begin with eliminating the fault in a targeted manner. Where possible, the client will provide in particular all of the required technical data information and documents in a timely manner, if possible in

a form that allows for the reproduction of the malfunction. The client will contact us and implement the recommended troubleshooting measures. - To ensure trouble-free functionality, the client will be required to promptly install new software corrections (hotfixes) or new versions following notification of availability of the same; he is also required to inspect the same for malfunctions and instruct his employees accordingly.

- The client will plan and implement a release change with the required diligence and in particular adhere to the information and training offered by us.

- Following the conclusion of a maintenance agreement, the client will set up remote access to enable us to fulfill our contractual obligations.

In the event the client fails to fulfill his cooperation obligations and this failure results in a delay, he shall be liable for the resulting costs regardless of any agreements regarding a flat fee. In that case, we are entitled to undertake or have others undertake the actions which are the client's responsibility, at the client's cost. Our statutory rights shall not be affected as a result.

6 Rights In the absence of a separate agreement, upon cession and full payment of the software, we hereby grant the client a non-exclusive and non-transferable in personam right to use the software at the client's company on a computer, for his own business purposes. We shall retain all other rights to the software and associated other objects (source codes, updates, documentation), including copies (not including back-up copies). The rights pursuant to Section 40 d UrhG (Copyright Act) or special rights described in sections VIa and VIb of the same shall apply. The client is not authorized to award sub-licenses.

The client may only make copies of the software for back-up and archiving purposes. Any other copying and/or processing outside of required error corrections, translations and/or other distribution is only permissible with our prior written consent. Our copyright notations and trademarks may not be removed.

Unless expressly permitted by law or as per the contract, the client is not permitted to reverse engineer and decompile the software, either on his own or through third parties. Software ceded for test purposes may only be used for testing and not for commercial purposes.

Software may only be forwarded with our prior written approval. Such approval shall be granted as long as it can be ensured that the client will discontinue use of the software, the scope of use is not increased with respect to the new user, and the user respects the restriction to the right to use and our rights to the software.

The client agrees that we may perform an announced measurement of the system for the purpose of verifying compliance with the agreed rights of use. Data of the system environment or landscape will also be analyzed for software maintenance purposes.

7 Retention of title We reserve the right to retain our title to the subject of the contract until such time as all of the client's liabilities from the business relationship (including current account receivables) have been paid in full, as well as the right to revoke the rights of use if the client is in default of payment for more than four weeks.

We also reserve all rights, in particular ownership rights and copyrights, to all concepts, data, drawings and similar which have been ceded to the client in line with the establishment or implementation of the contract (including such material in electronic form). The material may not be copied or ceded to third parties.

8 Warranty rights The client is required to carefully inspect the subject of the contract immediately following receipt of the same. Defects must be immediately reported to us ("notice of defects"). In this context, the defect (e.g. through submission of error reports) and its form (e.g. based on information of operating steps) should be described in detail and so as to allow for reproduction, so that it is possible to inspect the defect and exclude operating errors. Where such notification is not submitted, the subject of the contract shall be deemed as approved, unless it concerns a defect that was not recognizable at the time of inspection. Such defects must be reported promptly following their discovery. This does not apply in the case of defects that have been maliciously concealed. By entering into negotiations regarding notices of defects, we are not relinquishing our ability to raise the objection that the notice was not timely, objectively unfounded or otherwise not satisfactory. Measures taken to reduce damages are not equivalent to an acknowledgement of defects.

Where the subject of the contract is used despite the existence of individual defects, the client is required to submit proportionate payment for the part that is not defective.

We warrant that the software essentially performs the functions described in the associated documentation, as long as the software is used in accordance with the contractually agreed requirements and operating conditions (e.g. operating system). We do not assume any warranty that the program functions of the software selected by the client will satisfy the client's requirements or that the software will be compatible with other software programs maintained by the client.

In the case of defective performance, the client is entitled to the following:

- We are required to render subsequent performance and shall provide the same at our discretion either by repairing the defect (repair) or by providing a defect-free item (subsequent delivery). We may refuse a type of subsequent performance or the entire subsequent performance if such is associated with disproportionate costs. Where it can be reasonably expected from the client, the repair may be carried out by way of identifying a replacement solution, a bypass option (workaround) or a software update. The client must provide us with the time, opportunity and access that is required for subsequent performance.

Claims for defects do not apply if the client breaches his cooperation obligations or if the subject of the contract has been changed by the client or a third party in an unauthorized manner, and these activities have a significant effect on the respective defect and costs associated with repairing the same. Only in urgent cases of danger to operating safety or to avert disproportionately large damages, in which case we must be notified immediately, does the client have the right to repair the defect on his own or have such repaired by third parties and demand compensation for the required expenditures from us.

Where subsequent performance is unsuccessful or both types of subsequent performance are refused, the client may withdraw from the contract following a reasonable extension.

Costs incurred in line with liability for defects, for which we are not responsible, will be calculated based on our current list price.

Where the use of the subject of the contract results in a breach of commercial or copyright-related property rights in Austria, we will, at our discretion and at our cost, either work towards obtaining a right of use for the client, amend the use of the subject of the contract so that it does not breach the property right, or replace it. If this cannot be achieved under reasonable conditions, the client is entitled to statutory withdrawal or reduction rights, without prejudice to possible damage compensation claims. These obligations only exist to the extent that the client promptly informs us of the claims that have been asserted, does not recognize a breach and we retain the right to undertake all defensive measures.

Claims by the client are hereby excluded, insofar as he is responsible for the breach of property rights, or the breach is caused as a result of special client requirements, use that we could not foresee, or because the subject of the contract has been changed by the client or was used together with software that was not delivered by us.

Defect claims expire one year following transfer/acceptance, unless the defect was maliciously concealed or refers to a guaranteed characteristic. These liability restrictions apply unless set out differently in our liability provision outlined below.

Virtualization Where our software products are operated in a virtualized environment, and the client has asserted claims for defects, which cannot be clearly traced back to our software (e.g. performance, throughput, ...), we shall only be required to repair the defect if the client is able to reproduce and verify the defect using dedicated hardware without virtualization.

9 Liability With respect to damages resulting from injury to life, body or health, which are caused by an intentional or negligent breach of obligations on our part or our statutory representative or vicarious agent, we shall be liable pursuant to statutory provisions.

For other damages, the following applies:
- For damages resulting from an intentional or grossly negligent breach of obligation on our part or our statutory representative or vicarious agent, we shall be liable pursuant to statutory provisions.
- We shall not be liable for damages due to a breach of an obligation that is not essential to the contract as a result of slight negligence on our part or our statutory representative or vicarious agent.
- With respect to damages resulting from a breach of essential contractual obligations due to slight negligence on our part, our statutory representative or vicarious agent, our liability shall be limited to the foreseeable damages that are typical for the contract.
- With respect to damages based on a grossly negligent breach of an obligation that is not essential to the contract on our part or our statutory representative or vicarious agent, our liability shall be limited to the foreseeable damages that are typical for the contract.
- Obligations that are essential to the contract are those which must be fulfilled to render possible the proper implementation of the contract, and in the compliance of which the client may trust.

The liability exclusions or restrictions do not apply to claims pursuant to the product liability law, if we have maliciously concealed a defect or assumed a guarantee for a characteristic, and insofar as subsequent damages are covered by our liability insurance.

Withdrawal rights to which the client is entitled as per the law are not affected by the liability restriction and exclusion. It is also not associated with a change to the burden of proof to the disadvantage of the client.

The client is required to maintain his own insurance policies at the customary industry and structural scope (e.g. business interruption insurance). The performance may only be used in the country for which it has been ordered. Re-imports and re-exports are the client's responsibility.

10 Limitation of liability Where liability has been limited to foreseeable damages that are typical for the contract, liability for each claim event shall be limited to a maximum of EUR 10,000.00, and no more than double that amount for all damages incurred during a calendar year.

11 Confidentiality The client is required to treat all contract contents, in particular prices and discounts, know-how and other business secrets, in the strictest confidence, and is not permitted to make accessible information, concepts or other documents to third parties without our express consent. This does not apply if these contents are known to the public without breaching this confidentiality obligation. The confidentiality obligation must also be transferred to the client's employees, and shall endure beyond the end of the contract.

We may use the name of the client and the project for reference purposes.

12 Data use The client agrees that we will be storing his data that becomes known in line with implementing the contract.

The customer agrees that we will process his information (company, address, employees in charge, type and scope of orders, etc.) for the purpose of processing the contract as well as for marketing purposes.

13 Software maintenance Unless otherwise agreed, we shall provide all maintenance services (program maintenance and support) in accordance with the contractually agreed maintenance level and our general terms and software maintenance conditions. Rights to which the client is entitled by law as a result of a defect are not affected by the agreed software maintenance.

Flat maintenance fee The flat maintenance fee is due in advance for the respective accounting period, and must be paid without deductions within 20 days as of the invoice date. The first flat maintenance fee becomes due along with the licensing fee, whereas subsequent maintenance fees shall become due each following January. The date on which the amounts are credited to our account shall be authoritative. We reserve the right to make reasonable changes to the flat maintenance fee in the case of lower or higher costs, particularly as a result of labor agreements. The customer has the right to cancel the order for software maintenance in writing with a notice period of 6 weeks

from the time the adjustment goes into effect, if he does not wish to continue the contract with the new flat rate.

Term of the contract, termination The contract shall be in effect for an indefinite time period, and begins as of the delivery of the software licenses, but no later than the first day of the following month. The year in which the order was placed is an abridged year and ends on 31 December.

Both parties may terminate the order for software maintenance with a notice period of three months to the end of a calendar year. This does not apply to the abridged year. Each termination is only effective if made in writing. The right to terminate for important cause without a notice period is not affected.

Where we fail to provide performance as per the contract, the client may terminate the contract if he has issued a written extension of at least 4 weeks along with the treat of termination, and this extension has expired without success.

In particular, we are entitled to terminate the contract without a notice period if the client is in default of payment for the flat maintenance fee despite a reminder, or has changed the software or system environment so as to make maintenance activities significantly more difficult. In that case, maintenance services may be discontinued.

Test system We strongly recommend that the client sets up a test system. In the absence of a test system, we do not assume any liability for changes that have to be made to the live system and which cannot be tested adequately.

Virtualization Where a client operates our software products in a virtualized environment without using the additional support products for this purpose, any support cases caused by the virtualization will be charged to the client based on cost.

14 Final provisions These provisions also apply to the companies affiliated with the client in terms of the Austrian Stock Corporation Act. The client must impose the same to his affiliated companies.

The client is not entitled to transfer rights from this contract to third parties without our consent.

Austrian law applies with the exclusion of the terms of the United Nations Convention on Contracts for the International Sale of Goods. Our registered office shall be the place of fulfillment and exclusive place of jurisdiction for all disputes from the business relationship.

Should a provision of these terms be or become invalid or incomplete, the validity of the terms shall not be affected in the remainder. Modifications and supplements to this contract are only effective if made in writing.

Where these business terms have been translated into foreign languages, only the German-language version shall be authoritative.