

# Terms and Conditions of AXIANS ICT Austria GmbH

Status as of January 2026

## § 1 Applicability

1.1 These Terms and Conditions of AXIANS ICT Austria Gesellschaft m.b.H. ("Axians") apply to all deliveries and services provided to the customer (also referred to as "client"/"customer") and to the entire business relationship between the customer and Axians. They also apply to future transactions, even if no explicit reference is made to them. The version of Terms and Conditions available at the time of conclusion of the contract is applicable. Axians is entitled to amend and/or supplement the Terms and Conditions even during the ongoing business relationship. Such amendments/supplements shall also apply to ongoing business relationships with the customer, provided that this does not result in any significant disadvantage for the customer.

1.2 By entering into the contract, the customer agrees to these Terms and Conditions in their entirety. Any other provisions, in particular the customer's own terms and conditions and customer's amendments to these Terms and Conditions shall become integral part of the contract only subject to Axians's express written approval.

## § 2 Offers and contract conclusion

2.1 Offers made by Axians are non-binding unless the binding nature of the offer is expressly stated in the offer. The contract is only concluded once Axians has confirmed the customer's order in writing (order confirmation). All offers are subject to any price increases and/or changes to the manufacturer's delivery or service schedule. If contractually agreed, orders placed via electronic platforms will also be accepted, provided that Axians confirms the order.

2.2 If orders deviate from an offer, the deviations shall only become binding if they have been confirmed in writing by Axians.

2.3 The **contract** is defined as the order (offer including confirmed order/order confirmation) or the framework agreement or individual agreement, including these Terms and Conditions, any service certificates, service descriptions, Service Level Agreement (SLA), and any other attachments, supplementary agreements, etc. (collectively referred to as the "contract").

2.4 Statements or commitments made by Axians employees, in particular those relating to program functions, features, and deadlines that are not specified in the provided written contract documents, shall only be binding on Axians if they have been expressly confirmed in writing by Axians. Verbal statements or commitments shall not form part of the contract under any circumstances.

2.5 Axians is entitled to use subcontractors to fulfill its obligations.

## § 3 Scope of Products and Services, Definitions

3.1 The services rendered by Axians shall be divided into Simple Services, Work Services, Special Services and Cloud Services:

**"Simple Services"** are regulated in service contracts. Their purpose is to advise and support the customer. In this case, Axians shall not be liable to the customer for any success, but merely for a careful effort.

**"Work Services"** shall be agreed on in work-service contracts. Axians shall be liable for the result agreed on. The customer shall be responsible for incorporating those services into its own business procedures. Services owed as special services shall be explicitly referred to as such in offers and/or contracts.

**"Special Services"** shall be agreed on in service contracts. Special services shall be rendered with respect to a specifically defined service area and shall, subject to the individual contract, relate to services such as overhaul, maintenance and updating of software (e.g., by delivering and installing software updates), IT troubleshooting within a defined reaction period, providing substitutes, as well as the changing of components with the necessary parts being provided by Axians. Each individual scope of services including an index of components shall be subject to the provisions of the special-service contract with the customer.

**"Cloud Services"** are regulated in the contracts. They include all services available in and from the cloud, from the provision of infrastructure (Infrastructure as a Service / IaaS) and software (Software as a Service) to (Managed) Services.

"Services" refers collectively to "Simple Services," "Work Services," "Special Services," and "Cloud Services."

3.2 The place of performance shall be a location of Axians or the data centers operated by Axians, unless otherwise specified in the contract.

3.3 Hardware shall be delivered of the type and specifications prevailing at the manufacturer's at the time that the order is placed. Given the existence of rapid technological changes, Axians shall be entitled to supply devices other than those ordered, on the condition that they are equal to the ordered devices and do not have any substantially differing features and functions. Any figures, drawings, technical specifications in offers, folders or other information material, shall represent approximate values only and do not need to be state of the art. They shall not give rise to any liability with respect to qualities guaranteed nor shall they have any relevance for determining the scope of the

services to be delivered.

3.4 In the case of software installation by Axians, the customer shall be liable for obtaining the relevant licences, unless explicitly agreed otherwise in the contract.

3.5 Unless and to the extent expressly stipulated otherwise in the contract, any patches/updates/fixes or services in connection with patch management are not included in the scope of services; associated costs and expenses will be charged to the client separately.

3.6 By ordering licensed software from third parties through Axians (On-Prem or cloud services), the customer fully accepts the scope of services of the software and the software license terms of the manufacturer, both towards the third parties and towards Axians. This applies in particular to software or services that are not ordered through Axians. At the customer's request, Axians will provide the customer with the manufacturer's license terms in advance.

3.7 Software licensed by Axians is subject to individual license terms, which are agreed separately with the customer for the transactions in question.

3.8 The transfer or forwarding of software supplied by Axians to third parties in any form whatsoever (whether for a fee or free of charge, in part or in full), including its temporary transfer/disclosure, is prohibited unless otherwise expressly agreed in writing.

3.9 All recall, response, and deployment times agreed upon in contracts, in particular in service contracts, refer to normal circumstances. If the service is delayed, impeded, partially or completely prevented by force majeure, delayed or non-delivery of components and other aids necessary for the deployment, unusually high customer demands and similar circumstances, Axians may provide its services within a reasonable period of time and shall not be liable for damages or other payment obligations of any kind in such cases.

3.10 The customer shall be responsible for disposing of packaging material. ARA contributions billed to Axians shall be passed on to the customer.

## § 4 Customer's duty to cooperate

4.1 The customer is obliged to provide all information required for the provision of services in full and in a timely manner and to make its appropriate responsible employees available for necessary organizational discussions. Axians is not obliged to review the information and documents received for completeness and accuracy. Unless the customer informs Axians of any special features of its software, hardware, or systems, Axians will assume the basic or standard configuration.

4.2 Unless expressly agreed otherwise in writing, Axians shall be entitled to freely determine which and how many of its employees or subcontractors are deployed to perform the agreed services, whereby Axians reserves the right to make changes at any time. If Axians employees are deployed at the customer's premises, the customer is obliged to provide them with appropriately equipped workstations and computer time, as well as all technical aids, documents, and/or information required to carry out the order.

4.3 Unless expressly agreed otherwise, project planning and coordination shall be the responsibility of the customer. This applies in particular when other contractors are engaged in addition to Axians. The customer shall monitor the progress of the services. The customer is obliged to carry out internal quality assurance prior to going live.

4.4 If Axians is commissioned by the client to provide service and maintenance services, the client assures Axians that this is in accordance with the manufacturer's license terms and conditions and does not violate the manufacturer's license terms and conditions. If additional costs are incurred by the manufacturer as a result of and in connection with the provision of service and maintenance services, the client shall be solely responsible for such additional costs.

4.5 If measures and services on the part of the customer are necessary to fulfill the requirements of the manufacturer's end customer conditions, the parties agree that the customer shall fulfill the requirements free of charge, completely, and in a timely manner.

4.6 As of the date of conclusion of the contract, all digital access to the client's network/computer system necessary for Axians to perform its services is authorized by the client without restriction. The client warrants that, as the owner, it is authorized or has the appropriate rights of use to grant Axians access to the digital data subject to the contract. If the necessary authorization did not exist at the time of placement of the order, the customer undertakes to pay a contractual penalty in the amount of the order value (see the term under section 16.3) within 14 days, regardless of fault. The right to claim damages, performance, or injunctive relief shall not be affected by the payment of the contractual penalty. The contractual penalty shall be deducted from any claim for damages. The client shall indemnify and hold Axians harmless in full with regard to all third-party claims in this connection and shall reimburse Axians in full for all resulting damages, disadvantages, costs (in particular legal representation and litigation costs) and fees. If Axians is held liable by third parties (in or out of court) for an alleged infringement of third-party rights, the client shall be obliged to cooperate fully in clarifying and defending against legal claims and shall immediately provide Axians with all information and documents that may be relevant in this context (in particular if these have been expressly requested by Axians). The customer shall inform Axians

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immediately in writing if, after conclusion of the contract, changes occur in the powers of disposal with regard to IP addresses and/or computer systems.	incorporates the services into its productive operation, acceptance or partial acceptance shall be deemed to have taken place.
4.7 The customer is solely responsible for backing up and restoring their own data and systems. This applies before, during, and after Axians' services. The customer must ensure data backup by means of regular, at least daily, state-of-the-art data backup measures.	7.7 Error classification  <b>Class 1 - „critical“:</b> Practical use of the IT system or parts of it is impossible or unacceptably restricted. The error has a seriously adverse impact on business operations and security; in particular these are errors ruling out further procedures and continued workflow. Function-related examples include system halt without restart, loss/destruction of data, false results of time-critical mass data processing.
4.8 The customer shall inform Axians in good time of any changes it has made to its systems or provisions, insofar as these may affect Axians' contractual services. This obligation applies regardless of whether the customer is entitled to make such changes.	<b>Class 2 - „serious“:</b> Practical use of the IT system or parts of it is seriously impaired. The error has a substantial impact on business operations and security, but the workflow may be continued. Function-related examples include false or inconsistent processing, noticeable drop below the agreed service data of the IT system, accumulation of short IT errors.
4.9 Unless Axians is responsible for installation and/or operation, the customer shall ensure that the installation and/or operating specifications of the manufacturer and Axians are complied with.	<b>Class 3 - „minor“:</b> The practicable use of the IT system or parts of it is slightly restricted. The error has only a marginal impact on business operations or security, workflow is unimpaired. Function-related examples include false error messages, unwarranted standby mode with program restart by pressing a button.
4.10 Should a third party (in particular the manufacturer) make an online platform available to the customer in connection with the services of this contract and authorizes its use (in particular for controlling a system), the customer undertakes to use it with care. If Axians is obliged to compensate the third party for damage caused by the customer when using the platform, the customer undertakes to indemnify Axians against these claims.	<b>Class 4 - „trivial“:</b> The IT system or parts of it may be used appropriately and without restriction. The error has no or only a slight influence on business operations or security. Those errors include visual mistakes or errors that may be avoided by the customer's staff themselves. Function-related examples include: distracting additional screen outputs, documentation errors, typos.
4.11 In the event that a contractual service cannot be performed or can only be performed late as a result of the customer's failure to fulfill the obligations described in this section, Axians shall be released from the service obligation and from compliance with any contractually agreed deadlines after a reasonable period for the customer to provide its cooperation has elapsed without success.	<b>§ 8 Use of cloud services</b>
4.12 If there is a change in the operating conditions or installation location of the components affected by Axians services, either inside or outside of a place of use, this must be coordinated with Axians in advance and, if necessary, the service contract must be amended. In this case, Axians is entitled to make an appropriate increase to the service fee and to change the response time. In the event of failure to notify Axians, Axians shall be entitled (without prejudice to other claims) to refuse service for the affected components and to terminate the contract with immediate effect.	8.1 Axians provides the customer with the cloud services in accordance with the contract, including access data and rights administration. Upon handover of the access rights, the cloud service is deemed to have been accepted and is billable, unless otherwise explicitly agreed in writing in the contract.
<b>§ 5 Non-solicitation clause</b>	<b>§ 9 Prices</b>
5.1 The customer undertakes not to actively poach any employees of Axians and/or its affiliated companies in any way whatsoever during the contractual relationship and not to employ them in any way whatsoever (including indirectly, e.g. through affiliated companies of the customer). In the event of a breach of this obligation, the customer shall pay Axians a contractual penalty not subject to judicial moderation and regardless of fault in the amount of six times the gross monthly salary last received by the employee from Axians.	9.1 The agreed prices are net prices in EUR excluding VAT. Prices quoted in offers are non-binding and are subject to any price increases by manufacturers/suppliers. The customer shall furthermore pay all taxes and fees, as well as any duties or customs charges associated with this contract and its implementation and shall indemnify and hold Axians harmless in this regard.
<b>§ 6 Transfer of Risk</b>	9.2 Unless otherwise agreed with regard to the bearing of transport costs, Axians will invoice the customer for transport costs accordingly.
6.1 The risk shall pass to the customer upon dispatch of the delivery item/service. In case no dispatching is required, the risk shall pass to the customer at the time of the disposing / handing over of the goods. The same applies in the event of the customer's default of acceptance.	9.3 Costs of program media (e.g. magnetic tapes, magnetic discs, streamer tapes, magnetic tape magazines, hard discs, flash memory etc) shall be billed separately, except where expressly included in the price of the hardware.
6.2 The choice of shipping method is at Axians' discretion.	9.4 Cloud services are generally billed according to the mechanisms agreed upon in the contract and its annexes. Unless explicitly agreed otherwise in the contract, the metrics (Users, CPU, etc.) agreed upon at the start of the contract may be billed even if they are not reached or if the contract or parts thereof or the service certificate is terminated.
<b>§ 7 Acceptance of Work Services</b>	9.5 Any travel or other fees incurred in the process of carrying out the order, shall be borne by the customer in addition to the price agreed. Such fees shall be billed on a monthly basis. Additional costs arising in the event that the customer requests any services out of ordinary business hours (Monday to Friday, 9.00 am until 5.00 pm), shall be borne by the customer, unless otherwise provided in the contract. Travel time shall be considered as working time.
7.1 Axians is entitled to provide partial deliveries or partial services for acceptance (partial acceptance). Partial acceptances are possible for self-contained and functional partial services as well as self-contained documents or parts of documents. The criteria for acceptance shall be agreed between the customer and Axians.	9.6 In the event of default of acceptance, Axians' claims shall become due for payment immediately. The customer shall be obliged to bear any additional costs incurred. In this case, Axians shall also be entitled to determine new delivery and/or service dates at its reasonable discretion, taking into account its other obligations, and to assert further contractual rights.
7.2 The customer is obliged to accept (partial) acceptance of the contractual services provided by Axians. The customer may only refuse (partial) acceptance in the event of errors of error class 1.	9.7 Services, including training and instruction of the customer's employees, will be charged to the customer at the current hourly rates.
7.3 The customer shall carry out each acceptance of the services provided by Axians immediately after the service has been made available for acceptance and shall confirm this in writing. Axians is entitled to participate in each acceptance; the same applies to partial acceptances. In this case, the entire service shall be deemed to have been accepted upon the last partial acceptance.	9.8 Axians is entitled to charge Data line costs incurred during the performance of services.
7.4 The acceptance of software is carried out by means of a functional test on the customer's test system within 10 working days, at the latest with "Go-live."	9.9 The parties agree on stable-value prices. Stability of value shall be calculated on the basis of the consumer price index 2020 (VPI 2020) as published every month by the Austrian Statistics Office ( <a href="https://www.statistik.at/en/">https://www.statistik.at/en/</a> ) or another index taking its place. The base level of the prices is measured by the index number published for January of the year the contract was concluded. Prices shall be adjusted on 1st of January each year. The index number from January of the current year is compared with the index number of January of the previous year and thus the percentage for adjusting the prices for the following twelve months is determined.
7.5 The customer must report errors to Axians in writing with a comprehensible description of the error symptoms and, as far as possible, by providing written records, hard copies, or other documents illustrating the errors.	9.10 Any discounts granted shall be forfeited in case of the customer's default of payment.
7.6 If no error reports are received from the customer within thirty (30) calendar days or any other period agreed between the parties after the service has been made available for acceptance or partial acceptance, or if the customer	9.11 "Overuse" refers to any use of the volume or services that exceeds the contractual agreements, i.e., in particular, exceeds the agreed usage metrics

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and volumes. In the event of overuse, the customer is obliged to notify Axians immediately. The corresponding additional remuneration resulting from the overuse shall be payable from the date on which the excess occurred. Any additional fees charged to Axians by the manufacturer or distributor for overuse shall be invoiced to the customer in full.

**9.12 Price adjustment in the event of changes to customs duties and digital taxes:**

9.12.1 Should changes to customs duties (including punitive tariffs) for imports into the EU or Austria or taxes (in particular digital taxes) come into force or be abolished after conclusion of the contract, and should this result in an increase or reduction in the procurement costs for the software, hardware, or service on the part of Axians, then both parties have the right to adjust the prices accordingly (i.e., to increase or reduce them).

9.12.2 The price adjustment solely reflects the changed costs; any increase or reduction in Axians' initially agreed profit is not permitted.

9.12.3 The adjusting party shall inform the other party immediately of the changes in customs duties and the resulting prices. The adjusting party shall, at the request of the other party, provide appropriate evidence of the price adjustment resulting from the new customs duties.

9.12.4 Both parties have the right to object to the price adjustment within fourteen (14) days of receiving notification of the respective price adjustment, provided that it exceeds at least 50%. The price adjustment will then not take effect and the goods will not be delivered. In this case, both parties have the right to terminate the contract in writing within a period of thirty (30) days after receipt of the objection. Goods and software products ordered in the meantime to which the new customs duties or taxes apply, will be reimbursed at the adjusted prices.

**9.13 Price adjustment in the event of changes to manufacturer prices or supplier prices:**

9.13.1 Should the manufacturer prices for the software, hardware, or service, or the prices for services provided by other Axians suppliers increase or decrease after conclusion of the contract, and should this result in an increase or decrease in Axians' procurement costs for the software, hardware, or service, then the prices shall change accordingly (i.e., increase or decrease).

9.13.2 At the customer's request, Axians must provide suitable evidence of the price adjustment resulting from the changed manufacturer prices (reference is made to Section 9.13.4.).

9.13.3 The price adjustment solely reflects the changed costs; any increase or reduction in Axians' initially agreed profit is not permitted.

9.13.4 Axians undertakes to inform the customer immediately of any changes to the manufacturer's or supplier's prices and the resulting prices. However, Axians is not required to disclose the calculation. If the customer raises doubts that the price adjustment merely reflects the changed costs, they may have the price adjustment reviewed by an arbitrator. The parties shall agree on the person of the arbitrator within two weeks of a request in writing by one of the parties. If no agreement is reached within this period, the arbitrator shall be appointed by the Austrian Chamber of Commerce at the request of one of the parties in writing. The arbitrator must be independent and impartial. The findings and the result of the arbitration report are binding on the parties. Judicial review shall only take place within the framework of § 879 ABGB (Austrian Civil Code). The parties shall provide the arbitrator with the documents requested by the arbitrator for the preparation of the report. This applies in particular to the calculation of the price adjustment. The arbitrator shall not disclose these documents or their contents to the other party. Each party has the right to present its position on the matter in dispute to the arbitrator within four weeks of the assignment to prepare the opinion. The price adjustment shall take effect despite and during the expert opinion procedure; if it proves to be contrary to the terms of the contract, a refund shall be made. The costs of the expert opinion procedure shall initially be borne by the party initiating the procedure. After completion of the procedure, the costs shall be distributed between the parties according to the extent to which they have prevailed or been defeated.

9.13.5 Both parties have the right to object within fourteen (14) days of receiving notification of the respective price adjustment, provided that it exceeds at least 50% over the last 12 months. The price adjustment will then not take effect and the service will not be provided. In this case, both parties have the right to terminate the contract within a period of thirty (30) days after receipt of the objection. Goods and software products ordered in the meantime, to which the new prices already apply, will be remunerated according to the adjusted prices.

**§ 10 Terms of Payment**

10.1 Unless otherwise provided in the contract, invoices by Axians shall be due for payment without any discount within 14 days of the invoice date. As of the 15th day of the invoice date default of payment shall occur without any further request for payment by Axians. In the case of default of payment, Axians will charge any fees, costs and default interest accrued. The default interest rate is 9.2% above the base interest rate (statutory interest according to Section 456 of the Austrian Commercial Code [UGB]). Axians is entitled to charge compound interest; the compound interest rate is 9.2% above the interest rate.

10.2 Fees for special services shall be billed for prepayment according to the intervals agreed in the service contract. In the event of default of payment, the interest rates as per Sec. 10.1 above shall apply.

10.3 The customer may only retain payments if and to the extent that Axians has either acknowledged the customer's claim in writing or if this claim has been legally established by a court of law.

10.4 In the case of several outstanding customer accounts, incoming payments shall be allocated at Axians's discretion, irrespective of the customer's allocation.

10.5 In the event that the customer defaults on any payments due, Axians shall be entitled to withhold delivery or performance also of other orders placed by the customer or to suspend performance in general. Once the outstanding amounts have been paid, Axians shall be entitled to set a new delivery date at its reasonable discretion, taking into account its other delivery obligations.

10.6 The place of performance for all payments is Linz.

**§ 11 Termination of contracts**

11.1 Unless otherwise expressly agreed in writing, contracts concluded for an indefinite period may be terminated by both Axians and the customer at the end of each year, subject to six months' notice. The customer waives the right to terminate the contract for a period of two years from the start of the contract term.

11.2 Fixed-term contracts are valid until the end of the agreed contract period. If the customer continues to use the services after the end of the fixed contract period, Section **Fehler! Verweisquelle konnte nicht gefunden werden.** applies.

11.3 Cloud service agreements may be terminated after the term agreed upon in the agreement. In connection with the termination of individual cloud services, such as workplace licenses, etc., Section. 9.4. applies.

11.4 Unless otherwise agreed in writing, the license to use the software licensed by Axians shall also expire upon termination of the contract.

11.5 Both Axians and the customer are entitled to terminate the contract with immediate effect for good cause by means of a written declaration. Good cause shall be deemed to exist in particular if

- a. the performance of the service becomes impossible for reasons for which the other party is responsible;
- b. the other party violates essential contractual obligations (e.g., payment and cooperation obligations) despite a written warning with a grace period of at least 30 (thirty) days;
- c. a product to be supplied by Axians is no longer supplied by the manufacturer (in general or in a relevant area) or delivery is associated with considerable difficulties and/or risks;
- d. the terminating party can no longer be expected to continue the contractual relationship, taking into account all circumstances of the individual case and weighing the interests of both parties; this applies in particular in the event of a sustained loss of trust due to the conduct of the other party, which is likely to significantly impair the trust necessary for cooperation;
- e. there are justified concerns regarding the customer's financial standing and, at Axians' request, no suitable security is provided for the fulfillment of the contractual obligation;
- f. commencement of insolvency proceedings or preliminary proceedings concerning the customer's assets, or rejection of such an application due to insufficient assets to cover costs.

11.6 If the customer is entitled to terminate the contract for good cause, the right of termination applies exclusively to the service certificate directly affected by the good cause and has no effect on the framework agreement, other service certificates, or other contractual agreements between the contracting parties.

11.7 If the contract between the customer and Axians is terminated, the customer has the option of downloading their data stored in the Axians cloud within 30 days of the contract termination. After this period, the data will be deleted without further notice. Any extension of this period requested by the customer may incur additional costs and must be agreed in writing between the parties.

11.8 Unless otherwise agreed, the services provided by Axians in connection with the termination of the contract and/or transfer of the contractual services to the customer or a third party designated by the customer (e.g., migration to another IT system, provision of appropriately qualified employees, provision of trainings) shall be invoiced on a time and material basis in accordance with the hourly rates agreed upon in the terminated contract (or, in the absence of an agreement, reasonable hourly rates).

11.9 In the event of termination of the contract—for whatever reason—Axians expressly reserves all claims it may have against the customer.

**§ 12 Warranty**

12.1 The warranty and/or guarantee for products and software from the respective manufacturers/licensors—regardless of the legal basis for delivery (purchase agreement or within the scope of a contract for work, service agreement, etc.) – including any services to be provided by manufacturers in this regard – the warranty or guarantee conditions of the respective manufacturer or licensor apply, but for a maximum of 12 months from delivery or commencement of

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use (software). The manufacturer's conditions can be made available on request.	second or further installation(s) of the software carried out at the customer's request.
12.2 If and to the extent that no conditions of the manufacturer within the meaning of Section <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> apply, for any reason whatsoever, the warranty and/or guarantee shall be governed mutatis mutandis by the provisions of Sections <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> bis <b>Fehler! Verweisquelle konnte nicht gefunden werden..</b>	12.18 Axians assumes no warranty whatsoever that hardware or software supplied by third parties or produced by the customer himself, and used in connection with hardware and software supplied by Axians, is functional.
12.3 The warranty period for goods, software, and all services provided by Axians is six months from the date of delivery or dispatch, and for customizations and individually customized software, from the date of acceptance and/or partial acceptance, but no later than the date of productive use.	12.19 Axians does not assume any warranty for the uninterrupted operational readiness of components or systems.
12.4 The customer's rights of recourse within the meaning of § 933b ABGB (Austrian Civil Code) are excluded.	12.20 For programs that are subsequently modified by the Customer's own programmers or by third parties, any warranty by Axians shall lapse.
12.5 The presumption of defectiveness pursuant to Section 924 of the Austrian Civil Code (ABGB) is deemed excluded.	12.21 Where the subject matter of the order is the modification or enhancement of existing programs, the warranty shall apply only to the modification or enhancement. The warranty for the original program shall not thereby be revived.
12.6 The notice of defect must be made in writing as soon as possible in accordance with Section 377 of the Austrian Commercial Code (UGB), describing the reproducible defect. At Axians' request, the customer shall take reasonable measures within its sphere of influence to enable the fault or defect to be identified and analyzed, e.g., by providing necessary technical information from its sphere of influence that can be obtained at reasonable effort.	12.22 Costs and expenses incurred as a result of unfounded defect complaints shall be borne by the customer and reimbursed at the applicable service rates.
12.7 There shall be no warranty by Axians for used goods.	12.23 After an improvement or replacement carried out by Axians at the customer's request, the warranty period shall only recommence if Axians has expressly confirmed the customer's warranty claim in writing. Such measures by Axians shall not be deemed as an acknowledgment of the warranty claim.
12.8 In the event that any of the customer's goods are left with Axians for storage, Axians shall not be held liable for any damage that may be caused by the storage, except in the case Axians is found to have acted with gross negligence.	12.24 Support, error analysis, as well as the rectification of errors and malfunctions attributable to the customer or to a third party, as well as other corrections, modifications, and enhancements, shall be carried out by Axians subject to charge. This shall also apply to the rectification of errors where program modifications, enhancements, or other interventions have been carried out by the customer himself or by a third party.
12.9 Within the scope of Axians' warranty obligation, Axians is exclusively obligated to remedy any identified errors and/or defects by repair or, at its discretion, replacement delivery within a reasonable period of time.	<b>§ 13 Additional Terms for Cloud Services</b>
12.10 If a defect cannot be remedied despite repair or replacement and a significant defect still exists, the customer is entitled to a reasonable price reduction or, in the case of significant defects, may withdraw from the contract. Substitute performance is excluded.	13.1 The following provisions of Section <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> shall apply only if Axians provides cloud services to the customer as part of the contractual performance, whether as a core, supplementary, or partial service. They shall take precedence over the other sections, depending on the type of service involved.
12.11 In the course of remedying the defect, Axians shall be entitled to replace parts of the defective item or the defective item in its entirety, provided that this does not result in any deterioration of the subject matter of the contract/scope of services.	13.2 Axians makes every effort to provide the customer with high-quality cloud services. Qualified personnel are also employed for this purpose. The service parameters agreed in the contract or service specification, such as availability, accessibility, etc., shall apply in this regard. Subject to mandatory statutory provisions, no further assurances shall be given beyond this.
12.12 In the case of products from third-party manufacturers, Axians is entitled to have the defect remedied by the manufacturer and/or supplier and, at its discretion, to assign its claims in this regard to the customer for direct enforcement. In this case, the warranty, guarantee, and maintenance provisions specified by the manufacturer and/or supplier shall apply.	13.3 As part of cloud services, Axians provides Software, Platform, or Infrastructure as a Service (SaaS, PaaS, and IaaS). In doing so, Axians makes available to the customer the agreed software or software functions, platform (complete infrastructure including standardized interfaces), or infrastructure (IT resources such as computing power, data storage, or networks) for use within a cloud infrastructure operated by Axians or third parties, including the necessary access.
12.13 The repair/replacement services will be carried out at Axians or at the manufacturer/supplier's premises or on site, as determined by Axians. If the services are carried out at the customer's premises, the customer shall bear the travel costs and expenses incurred. If the services are carried out at Axians or at the manufacturer/supplier's premises, the customer shall bear the costs incurred for transport to and from the premises.	13.4 The customer shall maintain appropriate security standards for the use of the services by its users.
12.14 The warranty does not apply to operating materials and parts subject to natural wear and tear, or to damage resulting from excessive or improper use or inappropriate storage.	13.5 The customer shall be responsible for the migration of the contractual services to another system after termination of the contract with Axians. Where agreed, Axians shall, upon request, be obliged to provide services to a reasonable extent that are necessary to enable a successor or the customer to take over the service. Remuneration for migration support shall be based on actual effort at the agreed rates. The customer shall provide the necessary cooperation services that are reasonably possible for him free of charge, in a timely manner, and in full.
12.15 Furthermore, Axians accepts no liability for errors, malfunctions, or damage resulting from improper operation, modified operating system components, interfaces, and parameters, the use of unsuitable organizational resources and data carriers, or abnormal operating conditions (in particular deviations from the installation and storage conditions).	13.6 The customer is responsible for ensuring that the systems and data made accessible to Axians in the course of service provision may also be operated or processed by Axians for this purpose. Within the framework of data processing, the customer shall independently verify whether the data transmitted to Axians in connection with the use of the service constitute personal data and whether the processing of such personal data by way of commissioned data processing is permissible. The customer is responsible for the type and content of the data and software made available to Axians. If the customer uses the services – e.g., IaaS – to provide users with software and other service offerings, it shall also be responsible for their use. The customer shall inform the respective users to the necessary extent about the relevant services, their limitations, and the required cooperation obligations. The customer shall take economically reasonable measures to prevent or terminate unauthorized access or unauthorized use via the accesses made available to it. This shall not affect Axians' obligation to take appropriate measures to protect the service and the accesses thereto against unauthorized access.
12.16 Any warranty shall lapse if the customer or a third party acting on behalf of the customer installs additional devices and/or additional software not approved in writing by Axians, or carries out modifications and/or repairs to devices and software without the express consent of Axians or by personnel not authorized by Axians.	<b>§ 14 Retention of Title</b>
12.17 Where an order includes the delivery of hardware and a separately chargeable installation of software on such hardware, if the hardware proves to be defective without fault on the part of Axians and, as a result, a properly performed installation of the software must be repeated, Axians shall be entitled to payment for the first installation as well as separate payment for any	14.1 Axians retains title to all goods delivered (e.g., devices, components, and sold software products) until full payment has been made and may mark the goods as the property of Axians. Such marking of the goods may not be removed by the customer. The customer shall be entitled to resell the goods in the course of its ordinary business operations only if the goods were acquired for the purpose of resale and the customer discloses the third-party debtor to Axians and obtains Axians' prior written consent. The customer hereby assigns to Axians, already at this point, all claims arising from the resale against third parties and shall record the assignment in sufficient form in his books or on its

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invoices. Following the assignment, the customer shall be authorized to collect the claim. Axians reserves the right to collect the claim itself as soon as the customer fails to duly meet its payment obligations and is in default of payment. Pledges and transfers of ownership by way of security are generally prohibited. The customer is obliged to defend against third-party access to the reserved property by referring to Axians' rights and to notify Axians immediately.

14.2 In the event of a payment default of at least 8 days, as well as in the case of the initiation of insolvency, preliminary, or reorganization proceedings over the customer's assets, the customer shall be obliged to immediately return to Axians, upon request, the goods and the licensed software products (see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**). However, Axians' request for return shall only be deemed a withdrawal from the contract if Axians expressly declares this in writing. Axians shall be entitled to otherwise dispose of the goods subject to retention of title or the rights of use in licensed software products at its own discretion, with the proceeds being credited against its claim against the customer. In the event of payment default, Axians shall furthermore be entitled to carry out future deliveries/services of any kind only against advance payment or security for the future remuneration (this also applies to remuneration for contracts concluded for a fixed term).

14.3 In the event of replacement of goods (components) of higher value than contractually owed under a service or maintenance agreement, ownership of the new goods (components) shall pass to the customer only after the expiry of one year, even if the service fees have been fully paid. Until then, Axians shall be entitled at any time to replace such components again. The goods (components) replaced at the customer's premises shall, upon replacement, become the property of Axians. For goods (components) that the customer acquired at an earlier time or not from Axians, the customer warrants that these are his exclusive property and that they are in functional condition at the commencement of the contract. The customer shall grant Axians the opportunity to carry out a corresponding inspection and/or provide appropriate evidence upon request.

**§ 15 Rights of Use and Intellectual Property**

15.1 All intellectual property of Axians existing at the time the contract becomes effective shall remain with Axians.

15.2 All rights to work results developed by Axians and/or Axians' employees or subcontractors within the scope of the commissioned order – in particular all rights to computer programs – shall remain with Axians. The customer's participation in the creation or adaptation of software shall not, unless otherwise contractually agreed, result in the acquisition of any rights beyond the use specified in the contract. Any infringement of Axians' rights shall give rise, among other things, to claims for damages, with full compensation to be provided in such cases.

15.3 Upon payment of all invoices arising from the order, Axians shall grant the customer a simple, non-exclusive, and non-transferable right to use Axians' intellectual property, in particular the delivered programs in the program version (release) valid at the time of delivery/performance, for the customer's own internal business purposes or for contractually agreed purposes, in accordance with the area of application agreed with Axians, for the duration of the contract. The customer shall in particular not be entitled to use Axians' intellectual property or programs beyond the required scope and contract term, to reproduce them, to create backup copies, to modify them, or to make them available to third parties in any form whatsoever.

15.4 The right to use the software by the customer does not include the right to rent, lend, sublicense, distribute, publicly perform, or otherwise make it available to third parties outside the customer's company. The right to reproduce exists only to the extent necessary for backup purposes. Subject to other statutory provisions, it is not permitted to modify the software in whole or in part, to decompile it, or otherwise reverse-engineer it to obtain the source code. Delivery is made in machine-readable form without source code.

15.5 For software provided by manufacturers, the usage rights are determined exclusively by their end-user terms. The customer acknowledges that compliance with the applicable end-user terms for the respective software is a prerequisite for the granting of rights and that such rights may be revoked in the event of a violation of these provisions.

15.6 If the work results contain open-source software, the customer shall receive usage rights exclusively in accordance with the applicable license terms of the open-source software, which Axians shall indicate upon delivery.

15.7 Use of the software as SaaS:  
If only the use of the software as a cloud service is agreed, the software and data shall be provided to the customer as a SaaS solution for internal purposes, but not for commercial purposes, in accordance with the contract. The right of use is limited to the purpose specified in the contract.

15.8 The licensor and Axians shall be enabled to use the software stored and running on the customer's servers via an internet connection during the term of this contract for its own purposes and to store and process its data with the help of such software.

15.9 If the licensor or Axians provides the customer with the software (in particular in the data center of Axians or a third party where the server with the software is located) for use, Axians shall, unless otherwise agreed in writing, not be responsible for establishing and maintaining the data connection between the customer's IT systems and the described transfer point.

15.10 For the use of the software and/or data, the system requirements resulting from the service description must be met by the customer. The customer bears sole responsibility for this.

15.11 In the case of time-limited usage rights, the customer shall return the work results to Axians after termination of the contract, deleting all copies made.

**§ 16 Liability provisions**

16.1 The customer shall only be entitled to offset claims against Axians if Axians has either acknowledged the customer's claim in writing or if such claim has been finally (not subject to any legal remedy/appeal) determined by a court of law.

16.2 Should Axians be culpably in default with its performance, the customer may, by registered letter, set a reasonable grace period of at least eight weeks with a threat of withdrawal. The right of withdrawal applies only to the delivery or service part in respect of which the default exists. If the customer withdraws after expiry of the grace period, the customer may reclaim payments already made for the delivery or service part affected by the default.

16.3 Axians shall only be liable for damages in all applicable cases (e.g., damages due to delay, damages for non-performance, damages arising from breach of contract, damages due to fault at contract conclusion, etc.) if intent or gross negligence on the part of Axians or its legally attributable representatives or vicarious agents (see Section **Fehler! Verweisquelle konnte nicht gefunden werden.**) is proven. All claims of this kind shall become time-barred 12 months after knowledge of the damage and the damaging party, but no later than three years after performance or delivery. Compensation for consequential damages and financial losses, lost profits, unrealized savings, loss of interest, and damages arising from claims of third parties against Axians is excluded in all cases, insofar as legally permissible. In all cases where Axians is subject to a duty of compensation, including under sentence 1, such liability shall be limited in amount, regardless of its legal basis, to the value of the affected order. This value of the affected order is the net price paid for the product or service (in the case of recurring fees, the fee for 12 months), whereby the product or service that caused the damage, is the subject of the claim, or is directly related thereto shall be taken into account. For personal injuries, no exclusions or limitations of liability apply; liability in this respect shall be governed by statutory provisions.

16.4 Axians shall be liable pursuant to Section 1313a of the Austrian Civil Code (ABGB) to the same extent for damages caused by its vicarious agents or employees if the misconduct occurs in activities that typically take place in the course of contract performance.

**§ 17 Force Majeure**

17.1 Neither Axians nor the customer shall be liable for non-performance or delayed performance of their respective obligations insofar as and to the extent that such non-performance or delayed performance was unforeseeable or unavoidable in the industry and is directly or indirectly caused by fire, floods, earthquakes, explosions, natural events, natural disasters, storms, nuclear, chemical or biological contamination not caused by the respective contracting party, acts of war, terrorism, riots, resistance against state authority, uprisings or revolutions, civil commotion, embargo, strikes, lockouts or labor disputes, industrial action, epidemics, pandemics, and all other events or circumstances beyond the control of the affected party. Such events or circumstances leading to non-performance or delayed performance shall be deemed events of force majeure. For as long as an event of force majeure continues, the party obliged to perform shall be released from fulfilling its obligations to the extent that such obligations are affected by such event of force majeure.

17.2 The contracting party invoking an extraordinary event shall be obliged to promptly notify the other party thereof and of the expected duration of the suspension of its performance obligations.

17.3 Should the event last longer than six months from the initial notification, both contracting parties shall be entitled to withdraw from the contract or the individual order (depending on the extent to which the event of force majeure affects them). In the case of continuing obligations, the right of withdrawal shall be replaced by the right of termination.

**§ 18 Confidentiality and Data Protection**

18.1 The contracting parties are obliged to treat all confidential information and documents of the other party, which become known to them in connection with the preparation and execution of the contract, strictly confidential, not to disclose them to third parties, and to use them only for the purpose of contract performance. Companies of Axians DACH shall not be deemed third parties insofar as the disclosure serves the purpose of contract performance or is required for accounting, tax, or auditing purposes, or for the documentation of product safety-related aspects, and confidentiality is ensured (VINCI Energies Deutschland ICT GmbH, VINCI Energies CEE ICT GmbH, and Axians Schweiz AG, including their affiliated companies within the meaning of Section 15 AktG and their other subsidiaries). Axians is also permitted to disclose confidential information to subcontractors, provided that such disclosure is necessary for the performance of services and confidentiality is ensured.

18.2 The obligation of confidentiality shall not apply to information that (1) was already obvious or known to the other contracting party at the time of transmission, (2) became obvious after transmission without fault of the other contracting party or a third party, (3) was independently developed by the receiving contracting party without use of the trade secrets of the other

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contracting party, or (4) must be disclosed pursuant to law, official order, or court decision. The other contracting party shall be informed of such disclosure obligation immediately and in advance and shall be granted the opportunity to oppose such order or decision.	Council Regulation (EU) No. 833/2014, either directly or indirectly to the Russian Federation or the Republic of Belarus, or for use in these countries.
18.3 If the customer is required by law or by an authority to disclose confidential information of Axians, the customer must – insofar as legally permissible – inform Axians in writing as quickly as possible about the required disclosure and take commercially reasonable measures (and assist Axians) to limit the scope of disclosure, including applying for an order to protect the information from public disclosure.	21.2 The customer shall use best efforts to ensure that the purpose of Section <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> is not frustrated by third parties in the subsequent supply chain, including possible resellers.
18.4 Axians and the customer each undertake to comply with all applicable data protection regulations, in particular the European General Data Protection Regulation (GDPR); they ensure that their employees and agents also comply with these regulations, in particular by obliging them to maintain data secrecy before commencing their activities, implementing the necessary technical and organizational measures, and duly enforcing data subject rights as well as other statutory obligations. Axians shall process personal data of the customer and of the customer's employees and users only to the extent necessary for the performance of this contract. Where required, the customer undertakes to conclude a data processing agreement with Axians.	21.3 The customer shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the subsequent supply chain, including possible resellers, that would frustrate the purpose of Section 21.1
18.5 The customer shall assume the information obligations pursuant to Articles 13 and 14 of the GDPR for those employees and contact persons whom it designates to Axians. To the extent that the customer requires information for this purpose, Axians shall provide such information upon request.	21.4 Any violation of Sections <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> bis <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> shall constitute a material breach of contract, and Axians shall be entitled to demand appropriate remedies, including but not limited to: (i) immediate termination of the contract, and (ii) a contractual penalty amounting to 10% of the total value of the contract or the price of the goods/services performed, whichever is higher.
<b>§ 19 Regulatory requirements</b>	21.5 The customer shall promptly inform Axians of any issues in implementing Sections <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> bis <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> , including any relevant activities of third parties that could frustrate the purpose of these Sections.
19.1 Unless expressly agreed otherwise, Axians shall not be obliged to comply with regulatory requirements applicable to the customer. This applies in particular to banking and securities law requirements, the minimum requirements for risk management, the supervisory requirements for IT, Articles 30 to 32 of Delegated EU Regulation 2017/565, the EU Markets in Financial Instruments Directive (MiFID), the Digital Operational Resilience Act (DORA), and the Sarbanes-Oxley Act (SOA).	21.6 The customer shall provide Axians with information on compliance with the obligations under Sections <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> bis <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> within two weeks upon simple request for such information.
19.2 This shall also apply to future legal frameworks of the European, Austrian, or any foreign legislator or an institution such as the Austrian Financial Market Authority (FMA) in the banking and securities sector. "Legal frameworks" shall mean all laws in the formal and material sense, as well as the non-statutory framework such as directives and standards.	<b>§ 22 Compliance</b>
<b>§ 20 Sanctions and Export Restrictions</b>	22.1 The customer shall comply with all applicable national and international laws on combating corruption and bribery, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.S. Anti-Kickback Statute, the UK Bribery Act, and legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.
20.1 When forwarding goods abroad, the customer shall be responsible for verifying whether the goods to be exported are subject to restrictions under the Austrian Foreign Trade Act, the EU Dual-Use Regulation, U.S. foreign trade law, or other comparable international restrictions.	22.2 The customer represents and warrants that neither it nor its management, its employees, or the employees of its affiliated companies have received or will receive any improper remuneration in connection with the conclusion, preparation, or negotiation of the contract with Axians.
20.2 The contracting parties shall observe and act in accordance with the applicable sanctions lists of the European Union, the Republic of Austria, the U.S. export authorities, or other relevant countries, e.g., the European Sanctions List, the Denied Persons List, as well as other warnings issued by the competent authorities in their current version.	22.3 Furthermore, the parties undertake to comply without reservation with mandatory legal provisions. The customer shall inform Axians in due time and in full about industry-specific requirements and, insofar as these are not expressly covered by the service, shall compensate Axians for the necessary expenses of implementation accordingly.
20.3 The customer expressly assures Axians that it	22.4 Axians has the right to monitor the use of the software, including its installation. Axians may, during the business or office hours of the licensee, reasonably monitor the proper use of the service in accordance with the relevant software license terms and any additional agreements, as applicable. The review may be carried out by a third party appointed by Axians and bound to confidentiality. The customer shall tolerate one review per year free of charge.
(i) is not listed on any sanctions list (in particular pursuant to Section 20.1); (ii) (does not cooperate with sanctioned persons or organizations; and (iii) complies with and will continue to comply with all applicable export control and sanctions regulations.	<b>§ 23 Final provisions</b>
20.4 The customer may carry out an export of goods and/or their components supplied by Axians to foreign countries or a transfer of services provided by Axians (in whole or in part) to a foreign recipient, only if any permits required under Austrian regulations or the rules of the European Union or the United States of America have been obtained. In the event of any violation of this obligation, the customer shall be liable for any damage thereby incurred by Axians.	23.1 In the event that any provisions are deemed invalid, ineffective or unenforceable, the validity of all other provisions and of these Terms and Conditions in their entirety shall not be affected. In such case, permissible and enforceable agreements shall be deemed to have been made which come closest to the economic purpose of the null or ineffective provisions as well as to the intent of the parties. The same shall apply to any gaps in these Terms and Conditions.
20.5 Deliveries and services (performance of the contract) are subject to the condition that performance is not hindered by national or international regulations, in particular export control provisions, embargoes, or other restrictions.	23.2 All declarations of intent relevant to the contract and declarations regarding the exercise of contractual rights (in particular terminations, setting of deadlines, etc.) must be made in written form. Unless expressly agreed otherwise, the written form shall also be deemed fulfilled by e-mail as well as simple electronic signature. Oral agreements shall only be valid if and to the extent that they are confirmed in written form; the same applies to any deviation from the agreed written form.
20.6 The conditions pursuant to Section <b>Fehler! Verweisquelle konnte nicht gefunden werden.</b> shall be observed by the customer with respect to any country that may in the future be subject to export restrictions under applicable national and international legal provisions.	23.3 The contract may not be assigned to third parties without the prior written consent of Axians.
<b>§ 21 No Re-Export to Russia and Belarus</b>	23.4 Any disputes arising from a contract, including disputes over whether or not a contract is valid and effective, shall exclusively be settled by the competent courts in Linz.
21.1 The customer may not sell, export, or re-export the contractual services, goods, or their components, which are supplied or provided by Axians under or in connection with the contractual relationship and fall within the scope of	23.5 The contract shall be governed by Austrian law without recourse to the UN Convention on Contracts for the International Sale of Goods or conflict-of-law rules.