

# General Terms and Conditions of AXIANS ICT Austria GmbH

Status as of 04/2026

## § 1 Applicability

- 1.1 The General Terms and Conditions of AXIANS ICT Austria GmbH ("Axians") shall apply to all deliveries and services provided to the customer (also referred to as the "customer") and to the entire business relationship between the customer and Axians. The version valid at the time of the conclusion of the contract shall apply. Axians' GTC shall also apply to future transactions, even if no express reference is made to them. Axians shall be entitled to amend and/or supplement the GTC even during the ongoing business relationship. Such amendments/additions shall also apply to ongoing business relations with the customer, provided and to the extent that this does not result in any gross disadvantage to the customer.
- 1.2 By concluding the contract, the customer accepts the GTC in full. Any provisions deviating from them - in particular the customer's general terms and conditions - as well as any supplements shall only become part of the contract if Axians has expressly confirmed this in writing.
- 1.3 With regard to contractual services concerning hardware, software and/or services provided by manufacturers, the General Terms and Conditions of Business/License terms of the respective manufacturer shall take precedence over these GTC with regard to the scope of the license/product description, warranty exclusions, restrictions of use, IP rights and updates. Upon the customer's request, Axians shall make these terms and conditions of the manufacturer available to the customer in advance.
- 1.4 If and to the extent software of Axians is the subject matter of the contract, the corresponding license terms of Axians shall take precedence over these GTC.

## § 2 Offers and conclusion of contract

- 2.1 Offers made by Axians are non-binding unless the binding nature of the offer is expressly stated in the offer. No contract shall be concluded until Axians has confirmed the customer's order in writing (order confirmation). All offers shall be subject to any price increases and/or changes in the manufacturer's delivery or performance schedule. If contractually agreed, orders via electronic platforms shall also be accepted, provided that Axians confirms the order accordingly.
- 2.2 Orders placed by customers shall be binding and cannot be unilaterally withdrawn or canceled.
- 2.3 If orders deviate from an offer, the deviations shall only be binding if they have been confirmed in writing by Axians.
- 2.4 The order (offer including confirmed order/order confirmation) or the framework agreement or individual agreement, in each case including the GTC, any service certificates, service descriptions, service level agreement (SLA) and any other annexes, additional agreements, etc. (together "contract") shall be referred to as the **contract**.
- 2.5 Declarations or promises made by Axians employees, in particular those regarding program functions, features and deadlines that are not contained in the written contract documents provided, shall only be binding on Axians if they have been expressly confirmed by Axians in writing. Oral declarations or promises shall not become part of the contract under any circumstances.
- 2.6 Axians shall be entitled to use subcontractors to fulfill its obligations.

## § 3 Subject matter of delivery/service, definitions

- 3.1 The services provided by Axians shall be rendered as "Simple services", "Work services", "services" or "Cloud services":
- "Simple services"** are regulated in service contracts. They serve to advise and support the customer. In this case, Axians does not owe any success, but only a diligent effort.
- "Work services"** are governed by contracts for work. In the case of "work services", Axians shall be responsible for the agreed result. The organizational integration of the services into the customer's operating procedures shall be the customer's own responsibility. The services owed as work performance shall be expressly designated as such in offers and/or contracts.
- "Special services"** are regulated in service contracts. The services are provided with regard to a specifically defined service area and, depending on the agreement, concern, for example, the provision of services for the installation, transfer/use, repair and/or maintenance of hardware and care and updating of software (e.g. through the delivery and installation of software updates), the elimination of IT problems within agreed response times, the provision of replacement equipment and the replacement of components with the provision of the necessary parts by Axians. The respective specific scope of services, including a list of components shall be agreed with the customer in the service contract. Maintenance services pursuant to § 19 shall also be deemed services, whereby reference is made to the additional terms and conditions pursuant to § 19.
- "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), the provision of software (Software as a Service) to (managed) services.

"**Services**" are collectively referred to as "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 stipulated in the contract.
- 3.3 Hardware shall be delivered in the design and with the properties that it has at the time of the order due to its series production by the manufacturer. Due to the rapid pace of technical change, Axians shall be entitled to deliver equipment that deviates from the order if such equipment is at least equivalent to the equipment ordered and does not have significantly different functions. Illustrations and drawings as well as technical data provided to the customer in offers, brochures or other information material are only approximate values and need not correspond to the latest version. Therefore, they do not constitute warranted characteristics, nor are they relevant for the determination of the delivery item.
- 3.4 If Axians installs software, the customer shall be responsible for acquiring the necessary licenses, unless explicitly agreed otherwise in the contract.
- 3.5 Unless and to the extent not expressly agreed otherwise in the contract, any patches/updates/fixes or services in connection with patch management shall not be included in the scope of services; any costs and expenses associated therewith shall be charged separately to the customer.
- 3.6 By ordering licensed software from third parties via 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 vis-à-vis the third parties and vis-à-vis Axians. This shall also apply in particular to software or services that are not ordered via Axians. Upon the customer's request, Axians shall provide the customer with the manufacturer's license terms in advance.
- 3.7 The transfer of software supplied by Axians to third parties in any form whatsoever (against payment or free of charge, in part or in full), including the short-term transfer thereof, shall be excluded, unless otherwise expressly agreed in writing.
- 3.8 All call-back, response and deployment times agreed in contracts, in particular in service contracts, refer to normal conditions. If performance is delayed, impeded, partially or completely prevented by force majeure, late or non-delivery of components and other resources required for use, an unusually high number of customer requests and similar circumstances, Axians may perform its services within a reasonable period of time and shall not be liable for damages or other payment obligations of any kind whatsoever.
- 3.9 The customer shall be responsible for the disposal of the packaging material. Any ARA contributions charged to Axians shall be passed on to the customer.

## § 4 Customer's duty to cooperate

- 4.1 The customer shall be obliged to provide all information required for the provision of the services in a complete and timely manner and to make available its competent employees for any necessary organizational discussions. Axians shall not be obliged to verify the completeness and accuracy of the information and documents received. Unless the customer notifies Axians of any special features of its software, hardware or systems, Axians shall 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 shall be deployed to provide the agreed services, whereby Axians reserves the right to make changes at any time. To the extent that Axians employees are deployed at the customer's premises, the customer shall be obliged to provide them with workstations and computer time as well as all technical equipment, documents and/or information required for the performance of the contract.
- 4.3 Unless expressly agreed otherwise, project planning and coordination is the responsibility of the customer. This shall apply in particular to the use of other contractors in addition to Axians. The customer shall monitor the progress of the work. The customer shall be obliged to carry out internal quality assurance before going live.
- 4.4 If Axians is commissioned by the customer to provide services, the customer warrants to Axians that this is in compliance with the manufacturer's license terms and that this does not constitute a breach of the manufacturer's license terms. Should any additional costs of the manufacturer arise from and in connection with the provision of the services, the customer 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 carry out the requirements free of charge, completely and in good time.
- 4.6 From the time of the conclusion of the contract, all digital access to the network/computer system of the customer necessary for Axians' performance as well as any commissioned installations, updates and other processing are authorized by the customer without restriction. The customer warrants that, as the owner, it is authorized, or has the corresponding rights of use to grant Axians access to the digital data and systems covered by the contract and to commission the services covered by the contract (e.g. installations, updates, etc.). In the event that the necessary authorization did not exist at the time the order was placed, the customer undertakes to pay a contractual penalty in the

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- amount of the order sum (see the term under Clause 16.3) within 14 days, regardless of fault. The right to claim damages, performance or forbearance shall not be affected by the payment of the contractual penalty. The contractual penalty shall be set off against any claim for damages. The customer shall fully indemnify and hold Axians harmless from and against any and all claims of third parties in this context and shall fully reimburse Axians for any and all damages, disadvantages, costs and fees resulting therefrom (including but not limited to legal representation and litigation costs). Should Axians be held liable by third parties (in or out of court) due to an alleged infringement of third-party rights, the customer shall be obliged to cooperate fully in the clarification and defense of legal claims and shall immediately provide Axians with all information and documents that may be relevant in this context (in particular if expressly requested by Axians). The customer shall inform Axians in writing without undue delay in the event of any changes in the authority to dispose of the relevant IP rights, IP addresses and/or computer systems after the conclusion of the contract.
- 4.7 The customer shall be solely liable for its own backup and restoration of data and systems. This shall apply before, during and after Axians' performance. The customer shall carry out back up data on a regular basis, at least daily, according to the state-of-the-art data backup measures.
- 4.8 The customer shall inform Axians in a timely manner of any changes to its systems or supplies initiated by the customer if such changes may affect Axians' contractual services. This obligation shall apply regardless of whether the customer is entitled to make such changes.
- 4.9 If Axians is not responsible for installation and/or operation, the customer shall ensure that the installation and/or operation specifications of the manufacturer and Axians are complied with.
- 4.10 If a third party (in particular the manufacturer) makes an online platform available to the customer in connection with the services under this contract and releases it for use (in particular to control a system), the customer undertakes to use it with due care. Should Axians be liable to the third party for any damage caused by the customer when using the platform, the customer undertakes to indemnify Axians against such claims.
- 4.11 If a contractual service cannot be performed or is delayed as a result of the customer's failure to comply with the obligations described in this section, Axians shall be released from its obligation to perform and comply with any contractually agreed deadlines after a reasonable period of time for the customer to cooperate has expired without success.
- 4.12 If the operating conditions or the place of installation of the components affected by Axians' services are changed within or outside a place of use, this shall be agreed with Axians in advance and, if necessary, the service contract shall be amended. In this case, Axians shall be entitled to reasonably increase the service fee and change the response time. In the event of failure to notify Axians, Axians shall be entitled (without prejudice to any other claims) to refuse to provide the service for the affected components and to terminate the contract with immediate effect.
- § 5 Non-solicitation clause**
- 5.1 The customer undertakes not to actively entice away 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 mitigation and irrespective of fault in the amount of six gross monthly salaries last received by Axians from the employee concerned.
- § 6 Transfer of risk**
- 6.1 The risk shall pass to the customer upon dispatch of the delivery item/service. If the goods/services are not dispatched, the risk shall pass to the customer upon handover/acceptance of the goods/services. If the customer is in default of acceptance of the delivery/service item, this shall be deemed equivalent to handover.
- 6.2 Axians shall be free to choose the mode of shipment.
- § 7 Acceptance of work performances**
- 7.1 Axians shall be entitled to provide partial deliveries or partial services for acceptance (partial acceptance). Partial acceptance shall be 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.
- 7.2 The customer shall be obliged to (partially) accept the contractual services rendered by Axians. The customer may refuse (partial) acceptance only in the event of class 1 defects.
- 7.3 The customer shall carry out and confirm in writing any acceptance of the services provided by Axians without undue delay after the service has been made available for acceptance. Axians shall be entitled to participate in any acceptance procedure; the same shall apply to partial acceptances. In this case, the entire service shall be deemed accepted upon the last partial acceptance.
- 7.4 Software shall be accepted by functional testing on a test system of the customer within 10 working days, at the latest, however, upon "go-live".
- 7.5 The customer shall report errors to Axians in writing with a comprehensible description of the error symptoms and, to the extent possible, by submitting written records, hard copies or other documents illustrating the errors.
- 7.6 If no error reports are made by the customer within thirty (30) calendar days or any other period agreed between the parties after the provision of the service for acceptance or partial acceptance or if the customer takes over the services in its productive operation, the acceptance or partial acceptance shall be deemed to have taken place.
- 7.7 Error categorization
- Class 1 - "critical"** The appropriate use of a part of the IT system or the IT system as a whole is not possible or is unreasonably restricted. The error has a serious impact on business processing or security. These are primarily errors that preclude further processing.  
Function-related examples: System downtime without restart, loss/destruction of data, incorrect results in time-critical mass processing of data.
- Class 2 - "severe"** The appropriate use of a part of the IT system or the IT system as a whole is seriously restricted. The error has a significant impact on business processing or security, but allows work to continue.  
Function-related examples: incorrect or inconsistent processing, noticeable undercutting of the agreed performance data of the IT system, accumulation of short-term disruptions to IT operations.
- Class 3 - "slight"** The appropriate use of a part of the IT system or the IT system as a whole is slightly restricted. The error has an insignificant impact on business processing or security, but allows further processing without restriction.  
Function-related examples: incorrect error message/a program goes into a wait state and can only be reactivated by pressing a button.
- Class 4 - "trivial"** The appropriate use of the IT system or the overall IT system is possible without restriction. The error has no or only a minor impact on business processing or security. These are mainly cosmetic errors or errors that can be circumvented by the customer's employees themselves. Function-related examples: Disruptive additional output on screen, documentation errors/writing errors.
- § 8 Use of cloud services**
- 8.1 Axians shall provide the customer with the cloud services in accordance with the contract, including access data and rights administration. Once the access rights have been handed over, the cloud service shall be deemed accepted and chargeable, unless explicitly agreed otherwise in writing in the contract.
- § 9 Prices**
- 9.1 The agreed prices are net prices in EURO excluding VAT. Furthermore, prices quoted in offers are subject to change and are subject to any price increases by the manufacturer/provider. Furthermore, the customer shall pay all taxes and fees, as well as any levies or customs duties associated with this contract and its performance and shall fully indemnify and hold Axians harmless in this respect.
- 9.2 Unless otherwise agreed regarding the bearing of transportation costs, Axians shall invoice the customer for transportation costs accordingly.
- 9.3 Costs of program carriers (e.g. magnetic tapes, magnetic disks, streamer tapes, magnetic tape cassettes, hard disks, flash memory, etc.) shall be invoiced separately, unless they are expressly included in the hardware price.
- 9.4 Cloud services are generally invoiced according to the mechanisms agreed in the contract and its annexes. Unless explicitly agreed otherwise in the contract, the quantities of metrics (users, CPU, etc.) agreed at the start of the contract may be charged, even if these are not reached or the contract or parts thereof or the service certificate is terminated.
- 9.5 Travel costs incurred during the execution of the order and all expenses incurred shall be borne by the customer in addition to the agreed price. They shall be invoiced on a monthly basis. If the customer requests services outside working hours (Mon-Fri 09:00 to 17:00) - unless otherwise defined in a contract - he shall bear the additional costs incurred. Travel times are considered working time.
- 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 set new delivery

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- and/or performance dates at its reasonable discretion, taking into account its other obligations, and to assert further contractual rights.
- 9.7 Services including the training and familiarization of the customer's employees shall be charged to the customer in accordance with the current hourly rates.
- 9.8 Axians is entitled to charge Data line costs incurred during the performance of services.
- 9.9 The parties agree on stable-value prices. Stability of value shall be calculated on the basis of the consumer price index 2025 (VPI 2025) as published every month by the Austrian Statistics Office (<https://www.statistik.at/en/>) 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.
- 9.10 Any discounts granted shall lapse if the customer is in default of payment.
- 9.11 If a contractual service is a service quota, this is a credit balance that the customer pays in advance, in particular to secure advantageous conditions. The customer subsequently utilizes the quota in full or in part through individual call-offs. A full or partial refund is therefore not possible. Unless otherwise agreed, claims for redemption of the quota shall expire or lapse twelve (12) months after they arise. Services in excess of the service quota shall be invoiced on a time and material basis.
- 9.12 "Overuse" refers to any use of the volume or services that exceeds the contractual agreements, i.e. in particular exceeds the agreed usage metrics and volumes. In the event of overuse, the customer shall be obliged to notify Axians immediately. The corresponding additional remuneration resulting from the overuse shall accrue from the day on which the overuse occurred. Any additional fee charged to Axians by the manufacturer or distributor for overuse shall be invoiced to the customer in full.
- 9.13 **Price adjustment in the event of changes to customs duties, digital taxes and exchange rate fluctuations:**
- 9.13.1 Should changes in exchange rate fluctuations, customs duties (including punitive duties) for imports into the EU or Austria or taxes (in particular digital taxes) come into force or cease to apply after the conclusion of the contract, and should this result in an increase or reduction in Axians' purchase costs for the software, hardware or service, both parties shall be entitled to adjust the prices accordingly (i.e. to increase or reduce them).
- 9.13.2 The price adjustment shall only reflect the changed costs; an increase or reduction of the initially agreed profit of Axians shall not be permitted.
- 9.13.3 The adjusting party undertakes to inform the other party immediately of the above-mentioned changes and the resulting prices. At the request of the other party, the adjusting party shall provide appropriate evidence of the price adjustment resulting from the new customs duties/taxes/ exchange rate fluctuations.
- 9.13.4 Both parties have the right to object to the respective price adjustment within fourteen (14) days of receipt of the notification if the adjustment is to exceed at least 50%. The price adjustment shall then not take effect and the goods/services shall 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, taxes or exchange rates apply shall be remunerated according to the adjusted prices.
- 9.14 **Price adjustment in the event of changes to manufacturer prices or supplier prices:**
- 9.14.1 If the manufacturer's prices for the software, hardware or service or the prices for services of other suppliers of Axians increase or decrease after the conclusion of the contract and if this results in an increase or reduction of Axians' procurement costs for the software, hardware or service, the prices shall change accordingly (i.e. increase or decrease).
- 9.14.2 At the customer's request, Axians shall provide suitable evidence of the price adjustment resulting from the change in manufacturer/supplier prices (see, however, Clause 9.14.4).
- 9.14.3 The price adjustment shall only reflect the changed costs; an increase or reduction of Axians' initially agreed profit shall not be permitted.
- 9.14.4 Axians undertakes to inform the customer immediately of any changes in manufacturer/supplier prices and the resulting prices. However, Axians shall not be obliged to disclose the calculation. Should the customer doubt that the price adjustment merely reflects the changed costs, the customer may have the price adjustment reviewed by an arbitrator. The parties shall agree on the person of the arbitrator within two weeks of being requested to do so in text form by one of the parties.  
If no agreement is reached within this period, the arbitrator shall be appointed by the Austrian Federal Economic Chamber at the written request of one of the parties. The arbitrator must be independent and impartial. The findings and the result of the arbitrator's report are binding for the parties. Judicial review only takes place within the framework of § 879 ABGB. The parties shall provide the arbitrator with the documents requested by the latter for the preparation of the expert opinion. This applies in particular to the calculation of the price adjustment. The expert shall not disclose these documents or their contents to the other party. Each party shall have the right to present its position on the
- dispute to the expert within four weeks of the order for the expert report being issued. The price adjustment shall take effect despite and during the expert procedure; if it proves to be contrary to the contract, a repayment shall be made. The costs of the expert procedure shall initially be borne by the party initiating the procedure. Once the proceedings have been concluded, the costs shall be divided between the parties in accordance with the extent to which they have won or lost.
- 9.14.5 Both parties have the right to object to the respective price adjustment within fourteen (14) days of receipt of the notification if it is to exceed at least 50% in the last 12 months. The price adjustment shall then not take effect and the service shall not be provided/goods shall not be delivered. 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 for which the new prices already apply shall be remunerated according to the adjusted prices.
- ## § 10 Terms of payment
- 10.1 Unless otherwise contractually agreed, Axians' invoices shall be due for payment net 14 days after the invoice date without deduction. From the 15th day after the invoice date, Axians shall be in default without any reminder being required. In the event of default in payment, Axians shall charge all expenses, costs and default interest resulting therefrom. Statutory default interest pursuant to § 456 UGB shall apply. Compound interest may be charged; the amount of compound interest shall be 9.2% above the respective base interest rate.
- 10.2 The fees for Special services shall be invoiced in advance in accordance with the time intervals agreed in the service contract. In the event of late payment, the interest rates specified in Clause 10.1 shall apply.
- 10.3 The customer shall only be entitled to withhold payments if and to the extent that Axians has either acknowledged the customer's claim in writing or such claim has been legally established by a court of law.
- 10.4 In the event of several claims against customers, Axians shall be free to determine the claim against which incoming payments shall be offset, irrespective of any deviating dedication of the customer.
- 10.5 If the customer defaults on payments due, Axians shall be entitled to withhold the delivery or performance of services also from other orders of the customer or to suspend services in general. To the extent that payment of the amounts in arrears is made, Axians shall be entitled to determine a new delivery period at its reasonable discretion, taking into account its other delivery obligations.
- 10.6 The place of performance for all payments shall be Linz.
- ## § 11 Termination of contracts
- 11.1 Unless expressly agreed otherwise in writing, contracts concluded for an indefinite term may be terminated by either Axians or the customer by giving six months' notice to the end of each year. The customer waives the right to terminate for a period within the first two years of the contract term.
- 11.2 Fixed-term contracts are valid until the end of the agreed contract term. If the services are also used by the customer after the end of the fixed contract term, Clause 11.1 shall apply.
- 11.3 Cloud service contracts can be terminated after the duration agreed in the contract. In connection with the termination of individual cloud services, e.g. workstation licenses, etc., Clause 9.4 shall apply.
- 11.4 Unless otherwise contractually agreed in writing, the license to use the work or the right to use the software licensed by Axians shall also end when the contract is terminated.
- 11.5 Both Axians and the customer shall be entitled to terminate the contract for good cause with immediate effect by means of a written declaration. Good cause shall be deemed to exist in particular if
- performance of the service becomes impossible for reasons for which the other party is responsible;
  - the other contracting party breaches material contractual obligations (e.g. payment and cooperation obligations) despite a written warning with a grace period of at least 30 (in words: thirty) days;
  - a product or service to be supplied by Axians is no longer supplied or made available by the manufacturer (in general or in a relevant area) or the supply/performance is associated with considerable difficulties and/or risks;
  - the terminating party can no longer reasonably 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 behavior of the other party, which is likely to significantly impair the trust required for cooperation;
  - there are justified concerns regarding the customer's creditworthiness and no suitable security for the fulfillment of the contractual obligation is provided at Axians' request;
  - the opening of insolvency proceedings or preliminary proceedings against the customer's assets or the rejection of such an application for lack of assets to cover the costs.
  - the majority of voting rights, management control or economic control (in particular the acquisition of more than 50% of the

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- shares) of the customer is transferred directly or indirectly to a third party (change of control).
- 11.6 If the customer is entitled to terminate the contract for good cause, the right of termination shall apply exclusively to the service certificate directly affected by the good cause and shall have 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 shall have the option of downloading its data stored in Axians' cloud within 30 days of the termination of the contract. Thereafter, the data shall be deleted without further ado. Any extension of this period requested by the customer may entail additional costs and must be agreed between the parties in writing.
- 11.8. Unless otherwise agreed, the services rendered 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 training) shall be invoiced on a time and material basis in accordance with the hourly rates agreed (or, in the absence of an agreement, reasonable hourly rates) under the terminated contract.
- 11.9 In the event of termination of the contract for any reason whatsoever, Axians expressly reserves the right to assert any and all claims it may have against the customer.
- ## § 12 Warranty
- 12.1 The warranty and/or guarantee for goods and software of the respective manufacturer/licensor - irrespective of the legal title under which the delivery is made (purchase contract or under a contract for work and services, service contract, etc.) - including any services to be rendered by manufacturers in this respect, shall be governed by the warranty and/or guarantee conditions of the respective manufacturer or licensor, but for a maximum period of 12 months from delivery or commencement of use (software). The manufacturer's terms and conditions/EULA can be made available to the customer on request.
- 12.2 If and to the extent that no terms and conditions of the manufacturer within the meaning of Clause 12.1 apply for whatever reason, the warranty and/or guarantee shall be governed by the provisions of Clauses 12.3 to 12.24 mutatis mutandis.
- 12.3 The warranty period for goods, software and all services of Axians shall be six months from delivery or dispatch and for customizations and custom software from acceptance and/or partial acceptance, but no later than from productive use.
- 12.4 Any rights of recourse of the customer within the meaning of § 933b ABGB shall be excluded.
- 12.5 The presumption of defectiveness pursuant to § 924 ABGB shall be deemed excluded.
- 12.6 Notice of defects shall be given as soon as possible in writing within the meaning of § 377 of the Austrian Commercial Code (UGB), stating the reproducible defect. Upon Axians' request, the customer shall, within reasonable limits, take certain measures falling within its sphere of responsibility to enable the fault or defect to be identified and analyzed, e.g. to provide necessary individual technical information from its sphere of responsibility that can be obtained by the customer with reasonable effort.
- 12.7 Axians shall have no warranty obligation for used goods.
- 12.8 If goods of any kind are provided to Axians by the customer for storage, Axians shall not be liable for any damage caused by the storage, unless Axians is proven to have acted with intent or gross negligence.
- 12.9 Within the scope of Axians' warranty obligations, Axians shall only be obliged to rectify any defects and/or faults detected by repair or, at its option, replacement within a reasonable period of time.
- 12.10 If a defect cannot be remedied successfully despite rectification or replacement and if a significant defect still exists, the customer shall be entitled to a reasonable price reduction or may rescind the contract in the event of significant defects. Replacement performance is excluded.
- 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 entail any deterioration of the subject matter of the contract / service content.
- 12.12 In the case of third-party products, Axians shall be entitled to have the defect remedied by the manufacturer and/or supplier and, at its option, to assign its claims in this respect to the customer for direct assertion. The warranty, guarantee and maintenance provisions stipulated by the manufacturer and/or supplier shall apply.
- 12.13 The repair/replacement services shall be carried out at Axians' or the manufacturer's/supplier's premises or on site, as decided by Axians. If the services are performed at the customer's premises, the customer shall bear the travel costs and expenses incurred. If the services are performed at Axians or at the manufacturer's/supplier's premises, the customer shall bear the costs incurred for transportation there and back.
- 12.14 The warranty shall not apply to equipment and parts subject to natural wear and tear or to damage resulting from excessive or improper use or improper storage.
- 12.15 Furthermore, Axians shall not assume any warranty for errors, malfunctions or damage caused by improper operation, modified operating system components, interfaces and parameters, use of unsuitable organizational means and data carriers as well as abnormal operating conditions (in particular deviations from the installation and storage conditions).
- 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 has interventions and/or repairs carried out on devices and software without the express consent of Axians or by personnel not authorized by Axians to do so.
- 12.17 If an order includes the delivery of hardware and a separately invoiced installation of software on such hardware, Axians shall be entitled to payment for the first installation as well as to separate payment for the second/additional installation(s) of the software performed at the customer's request in the event that the hardware is defective through no fault of Axians and the duly performed installation of the software proves to be necessary again as a result.
- 12.18 Axians does not warrant that hardware and software supplied by third parties or manufactured by the customer itself and used in connection with hardware and software supplied by Axians will function properly.
- 12.19 Axians assumes no warranty for the uninterrupted operational readiness of components or systems.
- 12.20 Axians shall not provide any warranty for programs that are subsequently modified by the customer's own programmers or third parties.
- 12.21 If the subject matter of the order is the modification or supplementation of existing programs, the warranty shall only apply to the modification or supplementation. This shall not revive the warranty for the original program.
- 12.22 Costs and expenses incurred due to unjustified complaints shall be paid or reimbursed by the customer at the applicable service prices.
- 12.23 The warranty period shall only recommence after Axians has carried out an improvement or replacement at the customer's request if Axians has expressly confirmed the customer's warranty claim in writing. Otherwise such measures taken by Axians shall not be deemed an acknowledgment of the warranty claim.
- 12.24 Assistance, misdiagnosis as well as elimination of errors and malfunctions for which the customer or a third party is responsible as well as other corrections, modifications and additions shall be carried out by Axians against payment. This shall also apply to the elimination of errors if program modifications, additions or other interventions have been made by the customer itself or by a third party.
- 12.25 Axians and the customer agree that statements contained in the service descriptions or in the price list shall not constitute guarantees or warranted characteristics.
- ## § 13 Additional terms and conditions for cloud services
- 13.1 The following provisions of § 13 shall only apply if Axians provides cloud services to the customer as a contractual service, whether as a main, ancillary or partial service. They shall take precedence over the other sections, depending on the type of service.
- 13.2 Axians shall make every effort to provide the customer with high-quality cloud services. Qualified personnel shall also be deployed for this purpose. In this respect, the service parameters agreed in the contract or service certificate, such as availability, accessibility, etc., shall apply. Subject to mandatory statutory provisions, no further assurances are given.
- 13.3 In the context of cloud services, Axians shall provide software, platform or infrastructure as a service (SaaS, PaaS and IaaS). Axians shall provide the customer with 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 in a cloud infrastructure operated by Axians or third parties, including the necessary access.
- 13.4 The customer shall maintain appropriate security standards for the use of the services by its users.
- 13.5 The customer shall be responsible for migrating the contractual services to another system after termination of the contract with Axians. To the extent agreed, Axians shall, upon request and to a reasonable extent, be obliged to provide the services required to enable a successor or the customer to take over the service. Payment for migration support shall be made on a time and material basis at the agreed or (in the absence of an express agreement) appropriate rates. The customer shall provide the necessary cooperation services free of charge, in good time and in full.
- 13.6 The customer shall be responsible for ensuring that the systems and data it makes available to Axians in the course of the provision of services may also

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- be operated or processed by Axians for this purpose. In the context of order processing, the customer shall check on its own responsibility whether the systems and data provided by it in the data transmitted to Axians in connection with the use of the service constitute personal data and the processing of such personal data by way of order processing is permissible.
- 13.7 The customer shall be responsible for the type and content of the data and software provided to Axians. If the customer uses the services - e.g. IaaS - to provide users with software and other services, the customer shall also be responsible for their use. The customer shall inform the respective users to the extent necessary about the services relevant to them, their limits and about relevant cooperation services. The customer shall take commercially 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 reasonable measures to protect the service and the access to it from unauthorized access.
- § 14 Retention of title**
- 14.1 Axians shall retain title to all goods delivered by it (e.g. devices, components and software products sold) until full payment thereof and may mark the goods as Axians' property. The customer may not remove this marking from the goods. The customer shall be entitled to sell the goods in the ordinary course of its business if the goods were acquired for the purpose of resale and the customer notifies Axians of the third-party debtor and obtains Axians' written consent. The customer hereby assigns to Axians its claims against third parties arising from the resale and shall note the assignment in the necessary form in its books or on its invoices. After 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 properly meet its payment obligations and is in default of payment. Pledges and transfers by way of security are generally not permitted. The customer shall be obliged to prevent third parties from accessing the reserved property by referring to Axians' rights and to inform Axians immediately.
- 14.2 In the event of a delay in payment of at least 8 days and in the event of the opening of insolvency, preliminary or reorganization proceedings against the customer's assets, the customer shall be obliged to return the goods and the licensed software products (see § 15 ) to Axians immediately upon request. However, Axians' request for return shall only be deemed a rescission of the contract if Axians expressly declares this in writing. Axians shall be entitled to dispose of the goods subject to retention of title or the rights of use of licensed software products in the open market, whereby the proceeds shall be set off against its claim against the customer. In the event of default of payment, Axians shall furthermore be entitled to perform future deliveries/services of any kind only against advance payment or security of the future remuneration (this shall also apply to remuneration for contracts concluded for a fixed term).
- § 15 Right of use and intellectual property**
- 15.1 The entire 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 Clause 16.4) 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 Pursuant to § 1313a ABGB, Axians shall be liable to the same extent for damage caused by its assistants or employees if the misconduct is committed during activities that typically occur in the course of the performance of the contract.
- § 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

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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 § 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 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.

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.

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.

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.

## § 19 Additional terms and conditions for maintenance services

### Scope of application

19.1 The following terms and conditions of § 19 shall apply to performance of the maintenance services by Axians for maintenance items, whether as a main, ancillary or partial service. They shall take precedence over the other sections of these GTC, depending on the type of service. Unless otherwise expressly stipulated in this section, the other sections of these GTC shall apply. If maintenance to be carried out by the respective manufacturer is the subject of the maintenance contract, the respective General Terms and Conditions of the manufacturer concerned shall take precedence with regard to such maintenance services in terms of the scope of services and warranty exclusions (see Clause 1.3).

### Definitions

19.2 The following terms have the following meaning in § 19 and in the respective offer and maintenance contract including attachments:

- (1) **Operational readiness:** Operability of a maintenance item within the scope of the test measures provided by the manufacturer and described in the associated documentation. If the test measures end with a positive result, the maintenance item is ready for operation. The (re)establishment of operational readiness does not include the installation or configuration of system and application software or the restoration of data to the maintenance item.
- (2) **Operating time:** Period within which the customer can submit a report; however, operating time differs from service time (see Clause 19.2 (6)).
- (3) **Repair time:** time between the acceptance of a valid notification to Axians and the restoration of the operational readiness of the relevant maintenance item.
- (4) **Fixed time:** binding repair time expressly included in the maintenance contract/maintenance certificate.
- (5) **Response time:** the period (within the service time) between the acceptance of a valid notification and the first (attempted) contact by a competent employee of Axians as the first measure of repair (fault analysis or rectification).
- (6) **Service time:** the time specified in the maintenance certificate for each maintenance item within which maintenance services are carried out by Axians.
- (7) **On-site technician time:** the time between the acceptance of a valid notification and the arrival of an Axians technician at the installation site of the maintenance item concerned.
- (8) **Technician on site time with spare part (troubleshooting start time):** period of time between the acceptance of a valid notification and the arrival of an Axians technician at the installation site of the maintenance item concerned

with a spare part with which the reported fault on the maintenance item concerned can probably be rectified.

- (9) **Maintenance item(s):** the device(s) and/or its components described in the maintenance contract and/or maintenance certificate that is/are the subject of the maintenance contract.
- (10) **Maintenance services/maintenance:** all activities for the diagnosis, containment and rectification of malfunctions, faults or functional impairments of the maintenance item(s).
- (11) **Maintenance certificate:** an integral part of the maintenance contract, in which, among other things, maintenance items, maintenance prices, service times, as well as installation location and contract duration are regulated.
- (12) **Maintenance contract:** contract concluded between the parties regarding the specific maintenance services.

### Maintenance contract and object of maintenance

19.3 **Maintenance contract**  
The parties typically conclude a written maintenance contract with regard to the maintenance services. The object of the maintenance contract is the maintenance of maintenance item(s). Maintenance shall commence on the date entered in the maintenance contract/certificate.

19.4 **Initial inspection**  
If the maintenance item was not purchased from Axians and/or if the manufacturer's warranty for the maintenance item has already expired, Axians reserves the right to carry out an initial inspection before commencing maintenance. Axians shall be entitled to charge the customer separately for any expenses incurred as a result thereof.

19.5 **Condition, place of installation**  
Axians shall only be responsible for the care and maintenance of such maintenance items that are in impeccable technical condition and installed at a suitable operating site.

19.6 The place of performance shall be the place of installation of the maintenance items at the time of the conclusion of the contract. Any change of the place of installation shall require Axians' prior consent and shall be announced in writing with reasonable advance notice. Axians shall continue the maintenance without any changes if this only entails an insignificant increase in expenses. If the implementation is accompanied by an increased effort for the provision of the service, Axians shall be entitled to make the aforementioned consent dependent on the payment of a reasonable remuneration. If a spare parts storage has been agreed, the agreed arrival or replacement times or comparable performance times shall be deemed non-binding estimates without any further legally relevant commitments until the relocation of the spare parts has been completed.

19.7 Should the change of the place of performance lead to unreasonable expenses for Axians (e.g. because it is not possible to stock spare parts that are required to comply with the service level), Axians shall first examine whether a downgrading of the service level is possible. Following a positive review, Axians shall immediately declare its consent to the change of the place of performance - with the corresponding downgrading of the service level. Such downgrading shall not affect the costs or the customer's payment obligation for the current maintenance period. If a downgrading of the service level is also not possible or is not accepted by the customer, Axians shall not give its consent. In this case, Axians' obligation to maintain the contractual devices affected by the relocation shall end on the date of the change of the installation site. The end of the maintenance obligation shall not affect the costs and the payment obligation for the current maintenance period.

19.8 Any change of the installation site without Axians' prior written consent shall constitute good cause for Axians to terminate the contract for cause.

19.9 **Modifications and extensions of the maintenance items**  
Axians must be notified immediately of any changes and extensions of software and/or hardware to the maintenance items. Modifications and extensions that are not carried out by Axians itself shall only be covered by the maintenance contract upon Axians' express consent. Axians shall not refuse consent if the following conditions are met: (i) written notification by the customer, (ii) inspection by Axians, and (iii) trouble-free operation for at least 3 months from the above notification and inspection.

Changes and extensions may affect the expenses for the maintenance of the maintenance items. In this case, Axians reserves the right to increase the maintenance fees accordingly.

Axians shall be released from its obligation to perform if the customer modifies and/or extends maintenance items without Axians' consent.

19.10 **Used systems/third-party components**  
Used systems and/or components of the maintenance items not supplied by Axians shall only become an actual part of the maintenance contract after an inspection and an observation period of 3 months after the conclusion of the maintenance contract. Axians shall only assume the contractual services in relation to the affected maintenance items or their affected components after this period.

19.11 **Inclusion of additional maintenance items**  
If the customer wishes to take additional maintenance items into maintenance after signing the maintenance contract, a new maintenance certificate including these (additional) maintenance items shall be sent to the customer after the corresponding review and approval by Axians. Upon receipt of this

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- new maintenance certificate, the maintenance contract shall be extended to include the new maintenance items according to the new maintenance certificate.
- 19.12 Maintenance of other devices  
Any maintenance of devices or components of such devices not included in the maintenance certificate may only be carried out with the express consent of Axians against separate invoicing, whereby the terms and conditions of the maintenance contract concluded with the customer (for maintenance items) and these GTC shall also apply to such services.
- Fault report**
- 19.13 Valid receipt of reports  
Reports of all faults by the customer must be made exclusively by telephone via the hotline. The contact details of the hotline shall be provided to the Customer upon conclusion of the contract.
- 19.14 Report acceptance  
If a valid report is received by Axians during the agreed service time, the time of receipt shall also be the time of acceptance of the report. Valid reports received outside the service time shall only be deemed accepted at the beginning of the next following service time (even if Axians confirms the mere receipt of the submitted report within the operating hours). Response and repair/fix times shall not commence until the report has been accepted.
- Scope of service**
- 19.15 Repair and replacement  
Should the repair or replacement of defective parts be necessary in the course of maintenance, the choice between repair and replacement lies exclusively with Axians, unless otherwise agreed. The replacement of defective parts is subject to the availability of spare parts on the international IT market. Should it not be possible to restore operational readiness due to the lack of availability of spare parts on the international IT market, no claims against Axians can be derived on that basis.
- 19.16 Manufacturer upgrades / updates  
Axians shall provide the maintenance items with all technical modifications mandatorily prescribed by the manufacturer. If the manufacturer charges for such modifications, Axians shall pass such charges on to the customer. The customer must place an order for this service. Operating system and software updates of applications used on the maintenance items shall be the responsibility of the customer and are expressly excluded from the scope of maintenance services. Should it become apparent in the course of the performance of the maintenance service that an operating system and/or software update is required to restore operational readiness, a separate order may be placed with Axians in this regard. If Axians accepts this order, Axians' services in this regard shall be invoiced separately. The customer warrants that it has all authorizations from the manufacturer for Axians to perform the ordered service and shall fully indemnify and hold Axians harmless in this regard. In this context, reference is made in particular to Clause 4.6.
- 19.17 Spare parts  
Axians undertakes to exclusively supply and use original spare parts. When installing spare parts in maintenance items, Axians shall use either new parts or replacement parts whose functions correspond to a new part. Installed spare parts shall remain the property of Axians until full payment has been made and shall become the property of the customer upon full payment. This shall not apply to spare parts used by Axians merely temporarily for the repair of maintenance items; the customer shall not acquire title to such spare parts. Spare parts removed from maintenance items in the course of performance of maintenance services shall become the property of Axians. Spare parts are subject to technical changes that may limit their availability and usability.
- 19.18 If goods (components) of higher value (than contractually owed) are replaced under a maintenance contract, title to the new goods (components) shall not pass to the customer until one year has elapsed, even if the maintenance fees have been paid in full. Until then, Axians shall be entitled to exchange such components again at any time. The goods (components) exchanged with the customer shall become the property of Axians upon exchange. For goods (components) purchased by the customer at an earlier point in time or not from Axians, the customer warrants that they are its exclusive property and are in working condition at the commencement of the contract. The customer shall offer Axians the opportunity to verify this and/or provide Axians with corresponding evidence upon request.
- 19.19 Provision of services:  
Unless expressly agreed otherwise, Axians shall only be obliged to process errors and malfunctions within the agreed response or recovery rates, if any, but not to remedy them.
- 19.20 All services shall be provided by Axians or by a third party commissioned by Axians.
- Services not covered by the scope of services, exclusions**
- 19.21 General exclusions  
In particular the following cases are expressly excluded from the maintenance services
1. measures to remedy malfunctions/failures in connection with force majeure, external influences and events that do not originate from the sphere of Axians, e.g. interventions by third parties, sabotage, lightning strikes, fire, power supply malfunctions, improper operation, use or storage (scale: manufacturer's specifications), as well as replacement of consumables, wearing parts, additional equipment and accessories, frames and coverings (e.g. print head, hammer bank, batteries).
- 2.
- In addition, Axians shall be released from its contractual obligations if the manufacturer discontinues the maintenance.
- In all other respects, reference is made in particular to the conditions under Clause 12.24 and § 17.
- 19.22 Change of the installation site  
The dismantling and installation of the devices in the event of a change of location (change of installation site) are also not covered by the services of the maintenance contract.
- 19.23 Service times  
Not covered by the maintenance contract are all services that are provided outside service time. If, at the customer's request and with Axians' consent, maintenance services are arranged outside the contractually agreed service time, the customer shall be invoiced separately for such services, with the exception of spare parts required for such maintenance services, which shall be free of charge for the customer and shall not be invoiced separately by Axians.
- 19.24 Hardware configurations  
Axians does not provide firmware (including patches) or software updates as part of Axians maintenance services. The customer shall be responsible for an up-to-date backup of the complete hardware configuration. If necessary, Axians shall only be able to import or restore the configuration if this is provided by the customer and ordered separately.
- 19.25 Data backup:  
The customer shall be solely responsible for data backups. To the extent technically possible, the customer shall regularly take all necessary precautions to back up the data on the maintenance items concerned before commencing the maintenance work. Any restoration of data that may be required (e.g. in the event of data loss) is not included in the scope of services and may be ordered separately by the customer (with Axians' written consent). Axians shall not be liable for any damage caused by inadequate protective measures taken by the customer against the loss of its data. If Axians can no longer reasonably be expected to adhere to the contract due to the customer's failure to back up its data or risks in this regard, Axians shall be entitled to terminate the contract immediately without notice.
- Support by the customer**
- 19.26 Access, personnel  
For the duration of the maintenance contract, the customer shall grant Axians' personnel and/or the third party contracted by Axians the access to the maintenance items and, if necessary, to the customer's systems required for troubleshooting. To the extent necessary within the scope of the agreed support concept, the customer shall provide Axians with appropriate rooms and communication facilities. The customer shall support Axians in providing the service and shall ensure that personnel familiar with the programs and workflows used by the customer are available.
- 19.27 Remote access:  
The customer shall provide Axians with remote access to the maintenance items via modem or telephone or data connection for error analysis and rectification. The customer shall be responsible for providing the necessary modem/telephone or data connections at the customer's site and temporary user access to the maintenance items for Axians and/or a third party commissioned by Axians. All remote access activities to the maintenance items shall be carried out under the customer's control. The customer shall be responsible for the security of its data and the provision/maintenance of procedures for the recovery of lost or changed files, data or programs on the maintenance items. If remote access to the maintenance items is not made possible, this may have a detrimental effect on the maintenance services and the repair or restoration of operational readiness. Such adverse consequences, in particular delays, shall be the responsibility of the customer; delays shall not be included in the agreed maintenance time. Clause 4.6 shall apply mutatis mutandis.
- 19.28 Compliance with the guidelines  
The customer undertakes to comply with the applicable technical operating conditions of the manufacturer and the product-specific specifications. The data carriers used by the customer must comply with the usual guidelines and technical standards.
- 19.29 Breach of the duty to cooperate  
If the customer fails to fulfill the obligations set forth in § 19 or other duties to cooperate or fails to do so properly and Axians incurs additional expenses as a result, the customer shall be charged for such expenses at the agreed - or, in the absence of an agreement, reasonable - hourly rates.
- Confirmation by the customer**
- 19.30 If operational readiness is (re)established on site, the customer shall expressly confirm the successful (re)establishment of operational readiness by signing a declaration.
- 19.31 In the event of a remote (re)establishment of operational readiness, the successfully (re)established operational readiness shall be deemed confirmed

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by the customer if the customer does not raise an objection in writing within 2 working days from the completion of the maintenance services by Axians.

## Remuneration

19.32 Axians shall receive a lump sum for the provision of services under the maintenance contract, which shall be specified in the maintenance contract/certificate for the individual maintenance items. Unless otherwise agreed, the lump sum shall be paid by the customer on a monthly basis and irrespective of whether maintenance of the maintenance items is required or actually reported by the customer. Any remuneration paid in advance or already due shall therefore not be refunded or credited even if the contractual services are not used within the agreed period. Value added tax shall be charged additionally.

19.33 With regard to the price adjustment, reference is made to the provisions in accordance with § 9, in particular Clause 9.9, as well as with regard to the spare parts Clauses 9.13 and 9.14 (whereby the clauses contained therein refer to the price increases by all manufacturers, suppliers and sellers on the international IT market).

## Term; termination

19.34 Unless a term is expressly stated in the maintenance contract and/or maintenance certificate, the minimum term for maintenance contracts is 12 months. If the maintenance contract is not terminated in writing by either party with a notice period of 3 months to the end of the (agreed or above-mentioned minimum) term, the maintenance contract shall automatically become an open-ended contractual relationship and may be terminated in writing by either party with a notice period of 3 months to the end of each quarter. In all other respects, the provisions under § 11 apply.

## § 20 Regulatory requirements

20.1 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).

20.2 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.

## § 21 Sanctions and export restrictions

21.1 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.

21.2 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.

21.3 The customer expressly warrants to Axians that it

- (i) is not on any sanctions list (in particular pursuant to Clause 21.1
- (ii) does not cooperate with sanctioned persons or organizations; and
- (iii) complies and will comply with all applicable export control and sanctions regulations.

21.4 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.

21.5 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.

21.6 The conditions set out in § 22 must be complied with by the customer in relation to any country that may be subject to export restrictions in the future under applicable national and international legislation.

## § 22 No re-export to Russia and Belarus

22.1 The customer shall not sell, export or re-export, directly or indirectly, the contractual services, goods or their components supplied or provided by Axians under or in connection with the contractual relationship and falling

within the scope of Council Regulation (EU) No 833/2014 to the Russian Federation or the Republic of Belarus or for use in these countries.

22.2 The customer shall use its best endeavors to ensure that the purpose of Clause 22.1 is not frustrated by third parties in the further chain of commerce, including potential resellers.

22.3 The customer shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the wider chain of commerce, including potential resellers, that would frustrate the purpose of Clause 22.1.

22.4 Any breach of Clauses 22.1 to 22.3 shall constitute a material breach of contract and Axians shall be entitled to seek appropriate remedies, including but not limited to: (i) termination of the contract without notice and (ii) a penalty of 10% of the total value of the contract or the price of the goods/services exported, whichever is higher.

22.5 The customer shall immediately inform Axians of any problems in the implementation of Clauses 22.1 to 22.3, including any relevant third party activities that may frustrate the purpose of these Clauses.

22.6 The customer shall provide Axians with information on compliance with the obligations under Clauses 22.1 to 22.3 within two weeks of a simple request for such information.

## § 23 Compliance

23.1 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.

23.2 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.

23.3 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.

23.4 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.

## § 24 Citing references

24.1 The customer revocably authorizes Axians to include its name in a list of reference customers. Until revoked, Axians may use the name for advertising purposes in written and spoken form, including electronically, in limited or publicly accessible media in order to refer to the cooperation. However, Axians may only do so in an appropriate manner that is reasonable for the customer.

24.2 The same shall apply to the depiction of the customer's company logo / administrative logo.

## § 25 Final provisions

25.1 In the event that any provisions of these GTC 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.

25.2 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.

25.3 The contract may not be assigned to third parties without the written consent of Axians.

25.4 All disputes arising from and in connection to the contract including these GTC as well as disputes regarding its/their existence or non-existence, shall be subject to the exclusive jurisdiction of the competent courts in Linz.

25.5 The contract shall be governed exclusively by the laws of the Republic of Austria, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict of laws rules.