General Terms and Conditions of free-com solutions GmbH (hereinafter, "free-com")

1. General
All deliveries, performance and offers of free-com are subject to these General Terms and Conditions (GTC). The GTC also apply to all future business relationships, also when they are not referred to again expressly. free-com hereby objects to references by the customer to his terms and conditions if these deviate from these GTC. Individual agreements always take priority over these GTC.

2. Conclusion of contract
(1) All offers are – also with regard to prices – subject to change and without obligation. free-com is bound for 30 calendar days to customised offers and those made in writing.
(2) The customer is bound to his offer for 4 weeks after receipt by free-com. Orders fundamentally require written confirmation to be legally valid. If free-com does not reject acceptance of the order within 4 weeks of its receipt, however, the order is deemed confirmed.
(3) Ancillary agreements, amendments and supplements to a contract are valid only if confirmed in writing by free-com. In principle, guarantees are not provided. They exist only where free-com has thus declared to the customer expressly and in writing.
(4) The descriptions and specifications established upon conclusion of the contract represent the technical status at this time. The do not constitute any agreements regarding quality and characteristics. free-com expressly reserves the right to make changes in construction for deliveries in the context of this contract, provided these changes are not of a fundamental nature and do not significantly restrict the contractual purpose. The customer must be informed about this in advance.
(5) Should the customer fail to fulfil the contract, free-com is entitled to demand compensation in lieu of performance amounting to 30% of the gross value of the contract, in addition to other claims. The customer is expressly permitted to provide evidence that damage has not been incurred or not in this amount.
(6) The responsibility of financing the purchase price (also leasing or similar) is borne by the customer. free-com undertakes no obligations in this respect, also not in the mediation of leasing.

3. Prices
(1) All prices are net prices. The respectively applicable VAT is payable in addition.
(2) The costs for installation of technology, operating systems, databases and user solutions are based on the respectively applicable price lists and will be invoiced separately. The price list is made available to the customer upon request.
(3) The remuneration does not include induction training and implementation/installation of the software. free-com offers training in the operation of the software on the system in question and the handling of the hardware and software, both for standard software and customised software as well as for individual adjustments to the standard software, at extra cost.
(4) free-com is entitled to assign claims to third parties following prior notification.
(5) The prices for software and services remain valid according to the validity of the respective specific offer. After that, price adjustments can be requested according to the following principles: The prices are adjusted a maximum of once a year. The supplier is obliged to inform the customer of such a change 1 month before it comes into force. At the end of this period, prices can rise or fall by the percentage set by Eurostat within the "HICP". The Harmonized Index of Consumer Prices, which is abbreviated as "HICP" on the Eurostat website (https://ec.europa.eu/eurostat/), is an index of consumer prices published by each member state of the European Union is created using a harmonized methodology in accordance with Regulation EU 2016/792. The aim is to provide a high-quality and comparable measure for the potential increase / decrease in the consumer price. Like any other index of consumer prices, the HICP can be used to index the price level in contracts. The supplier therefore uses this index based on the data from HICP (2015 = 100 - monthly data, annual rate of change - prc_hicp_manr) for Austria

4. Delivery times
(1) free-com makes every effort to comply with the dates stated in the order confirmation. If it falls into delay, the customer can withdraw from the contract or demand compensation in accordance with the following provisions.
(2) The duration of the period of grace to be set by the customer shall be 6 weeks in the case of contracts for customised software and 4 weeks in other cases. The grace period begins upon receipt by free-com of the notification of the grace period.
(3) Further liability for default due to coincidence is excluded.

5. Transfer of risk
If the shipment of goods is included as an object of the contract, risk is transferred to the customer with provision to the person carrying out the transportation or as soon as the shipment has left the free-com premises for the purposes of delivery. If shipment is delayed through no fault of free-com, risk is transferred on the date of provision for delivery. In the case of the return of goods, the customer bears the risk until receipt by free-com.

6. Liability
(1) free-com is liable, irrespective of legal grounds, only if damage is caused by a legal representative or vicarious agent through culpable violation of a material contractual obligation in a manner that endangers the achievement of the purpose of the contract or when the representative or agent have acted with gross negligence or intent. This does not apply to the injury of life, limb or health. Compensation claims for the violation of material contractual obligations are limited to the foreseeable damages typical of this type of contract; this also applies in the case of gross negligence but not in cases of injury to life, limb and health.
(2) The remaining liability for negligent damage is limited to the sum of damage / loss typical and predictable for comparable businesses of this type, and as a maximum to the amount of the purchase price.
(3) Our liability for any damage to other legal assets of the customer caused by the delivery item or scope is excluded. This does not apply in the case of intent or gross negligence as well as in the case of injury to life, limb or health.
(4) The regulation of Section 6 applies for compensation for damages in addition to performance as well as in lieu of performance, irrespective of legal grounds, in particular due to defects, the violation of obligations arising from the contractual relationship or from tortuous acts, as well as for reimbursement of expenses incurred in vain (for delay in delivery, see Section 7). In the period in which the customer is in default and free-com discontinues performance, liability is dormant. Liability is reduced or lapses if the customer could have prevented the occurrence of the damage by taking measures which could be reasonably expected of him, in particular through program or data back-up.

7. Obligations of delivery and service
(1) The delivery date in terms of delivery obligations is the date of dispatch. If shipping is delayed through no fault of free-com, the date of provision for delivery is deemed to be the delivery date. In the case of agreed delivery dates, free-com is in default only if we receive a reminder from the customer. Part-performance is permissible to the extent that this is reasonable for the customer according to the circumstances of the individual case.
(2) If free-com is prevented from timely delivery or performance through events for which they are not at fault, the delivery deadline is extended appropriately. This also applies in the case of disruptions in our own operations which, despite due care, were not avoidable; disruptions in the operations of suppliers including transport companies; disruptions to transport routes, raw material shortages and intervention by public authorities.

8. Retention of title
(1) The delivered reserved goods remain the property of free-com until payment in full of all claims by free-com against the customer arising from the business relationship, including ancillary claims, claims for compensation and encashment of checks and bills of exchange. This also applies when the price for a particular good specified by the customer has been paid. With respect to current accounts, the title retained is regarded as security for any balance receivable by free-com. The transfer of title by free-com first becomes effective from the time of the payment in full. If the realisable value of the goods subject to retention of title exceeds free-com's receivables by more than twenty percent, we shall be obligated, at the customer's request, to a transfer of title to the extent of such exceedance, whereby the goods subject to retention of title to be transferred shall be identified by free-com in detail. The customer is entitled to use the reserved goods in the course of proper business transactions but may not sell these on.
(2) In the event of violations of obligation by the customer, e.g. default on payment of more than one month or discontinuation of payment, free-com is entitled without notice to repossess the reserved goods, freely satisfy its claims through selling the reserved goods, and to enter the business premises of the customer for this purpose, provided insolvency proceedings have not been opened and this is not precluded by the orders of the insolvency court. Any costs thus incurred are borne by the customer. To safeguard their rights, free-com is also entitled to use a program lock. If free-com takes back goods based on reservation of title, this constitutes rescission of the contract only if free-com expressly declares this or utilises the goods.

version: 01.09.2021

(3) Pledging the reserved goods or conditionally assigned rights, or assigning the same as security is not permissible. Any seizure of the reserved goods by third parties must be reported immediately by the customer. The costs of intervention against seizure by third parties shall be borne by the customer unless these costs are reimbursed by the third parties.

(4) The customer stores the reserved goods for free-com free of charge. He must secure them appropriately against the usual risks (fire, theft, water, etc.). The customer hereby assigns his claims to damages that are owed to him due to damage of the type listed above by insurance companies or other obligated parties to free-com in the amount of the value of the collateral ownership. free-com accepts the assignment.

9. Payment
(1) The employees of free-com are not authorised for collection in cash. Also, payment with releasing effect can only be made directly to free-com or to a bank account specified by us.

(2) free-com expressly reserves the right to reject checks and bills of exchange. Their acceptance shall at all times be on account of performance. Discount and bill charges shall be borne by the customer and are payable immediately.

(3) Payments are offset first against any costs, then against interest and then against the main debt, here initially against the untitled debt and then the older debt.

(4) If the customer fails to fulfil his payment obligations, in particular does not redeem a check or bill of exchange or discontinues payments, or if free-com becomes aware of other circumstances that call the creditworthiness of the customer into questions, free-com is entitled to declare the entire remaining debt due for payment, even if we are already in possession of checks or bills of exchange. free-com is also entitled in this case to demand down-payments or security in regard to all other contracts, as well as to withdraw from these contracts with reasonable notice or demand compensation for damages.

(5) In circumstances which become known to free-com after conclusion of the contract and which give rise to justified doubts about the customer's ability to pay, free-com can declare all receivables including bills of exchange as due for immediate payment. This applies in particular in the case of credit downgrades by means of credit agency data or in the case of at least a comparable deterioration in the rating in the credit limit insurance. free-com can demand payment in advance; the customer can instead request performance upon concurrent payment at the goods' location.

(6) The customer is only entitled to set-off when the counterclaim is uncontested or legally established.

10. Support by the customer
(1) The customer shall provide free-com with all information necessary for the performance of the contractual services without delay.

(2) On request, the customer shall make test data available in sufficient type and amount and evaluate and review the test results. The customer shall grant the service personnel unrestricted access to the devices and equipment and shall grant the time required for the performance of the services free of charge.

(3) On request, the customer shall provide test times in sufficient scope.

(4) Additional services that are necessary due to incorrect or insufficient information from the customer shall be charged to him. The same applies for delays and time extensions.

(5) The customer is obligated to follow care and maintenance instructions and in particular to replace worn out data carriers promptly. The consequences of non-compliance, also during the warranty period, shall be borne by the customer.

(6) free-com is entitled to engage subcontractors for the fulfilment of the contractual obligations after consultation with the customer.

11. Place of performance, court of jurisdiction and partial invalidity
(1) Place of performance for delivery and payment is Vienna, unless the nature of the contract demands otherwise.

(2) If the customer is a merchant, a legal entity under public law or special fund under public law, the exclusive venue is the respectively responsible court in Vienna.

(3) If a provision of these GTC or a provision in the framework of other agreements is or becomes ineffective, void, unlawful or unenforceable, the validity of the remaining provisions or agreements are unaffected. The invalid provision shall be replaced by mutual agreement with a valid one that comes closest to its intended economic purpose.

(4) The headings serve only a better overview and have no material significance; in particular, they do not have the character of a binding regulation.

12. Contractual object in the case of software and software services
(1) Object of the contract is, depending on the order:
a) the provision of operating system software (standard software) in accordance with documentation and/or performance specification;
b) the provision of other software in accordance with documentation and/or performance specification;
c) the development and provision of customised software and individual adaptations of standard software in accordance with the order and specifications of the customer;
d) the amendment of software and other software services;
in accordance with the respectively applicable price list.

(2) Details with regard to the contractual object (delivery time, quantity, specification of the software, licence fee, remuneration, etc.) are taken from the contract.

(3) free-com provides the customer with the respectively latest version of the software/performance specification at the time of delivery. The customer is fundamentally not entitled to the provision of source code.

13. Scope of performance
(1) free-com provides operation system software in the scope that guarantees the functionality of the system and the execution of maintenance services.

(2) free-com provides the customer with standard software as machine code (object code) that he can download via access to a protected download area on the free-com website. User documentation belonging to the program will be provided in printed format.

(3) In the case of customised software and individual adaptations, free-com carries out the programming and necessary tests as based on the customer order. It also produces the user documentation. If a comprehensive planning phase is required in the individual case for the creation of a specifications sheet, a separate, written agreement shall be concluded.

(4) The acceptance of customised software and individual adaptations is carried out according to a functionality test that begins within three working days, after which free-com informs the customer about the functionality.

(5) After the successfully executed functionality test, the customer must immediately declare acceptance in writing. The functionality test is deemed to have been carried out successfully when the software fulfils the contractual requirements in all significant points. Any insignificant deviations from the contractually agreed requirements that are determined during the functionality test shall not entitle the customer to refuse acceptance.

(6) If the customer fails to declare acceptance without delay, free-com may establish, in writing, a grace period of two weeks for the submission of this declaration. Acceptance is deemed declared when the customer has not specified reasons for refusal within this period and has been instructed on this possible consequence after expiry of the time extension.
Acceptance also takes place implicitly when the customer has used the software over a period of three weeks after a successfully executed functionality test, unless he expressly declares within this period that he is refusing acceptance.

(7) In the case of program changes and other software services, the above provisions apply accordingly.

(8) Any performance information contained in systems analysis, documentation, etc. are to be regarded as mere descriptions and do not constitute agreements on quality or characteristics. The contrary requires a separate agreement.

14. Remuneration and payment conditions
(1) The remuneration for the development and provision of customised software and the adaptation of software as well as for other services is based on the hourly rate of the respective employee agreed in the contract.

(2) The remuneration for the provision of standard software is taken from the licence fee specified in the order.

(3) Additional copies of documentation and other software papers are invoiced separately.

(4) In addition, free-com is entitled to invoice all other services and independently billable segments of services immediately and, where appropriate, on a daily basis. The sums invoiced are due for payment 30 days after receipt of the invoice, without deductions.

15. Licence
(1) Against payment of the agreed remuneration, free-com grants the customer the non-exclusive and non-transferrable right to use the software and documentation.

(2) The customer is entitled to use the provided software exclusively on the data processing unit specified in the order. If this data processing unit is temporarily unavailable for use, the customer is entitled to use the software during this time on another central data processing unit, with the prior, written agreement of free-com. The use of the software on data processing units other

version: 01.09.2021

than those specified in the order requires the written consent of free-com in all other cases. The use of the software in a network or on a computer system in which simultaneous use by several users is possible requires the written consent of free-com in every case. Should the computer system used by the customer be enlarged or if there is a switch of computers, a new licence contract must be concluded.

(3) The customer will handle the software and documentation confidentially and take all security measures necessary to protect it from unauthorised disclosure. If the customer installs the software with the written consent of free-com on hardware systems other than those agreed, support for the software in this case and/or in the set-up of an operable system will be invoiced in accordance with the price list.

(4) The licence for use of standard software is subject to the condition precedent that payment of the agreed remuneration is made. If the customer fails to pay despite reminder, free-com may disallow him use of the software and demand the deletion of all data carriers in which the program and all data created through it are contained. To safeguard these rights and the restriction of licence, free-com is entitled to use a program lock.

(5) The customer is not permitted to copy the software and/or documentation, in whole or in part, without the written permission or instruction of free-com. Disclosure to third parties is prohibited in every case. Only the production of a back-up copy of the software provided is included in contractual use. All copies must bear the copyright mark of the manufacturer in the same way as the original supplied. The customer is not entitled to use a trademark of the program or grant sub-licences. Upon termination or rescission of the contract, supplied data carriers as well as all copies made by the customer must be handed back or deleted. On request, the customer shall submit written confirmation of the deletion of the data carriers and copies to free-com.

(6) The above also applies accordingly to the use of free-coms know-how. Any documentation provided in written form may be reproduced only with free-com's written consent.

(7) The customer is not entitled to pass on the software or documentation to third parties or make these available to third parties without written consent.

(8) With the written consent of free-com, the customer is entitled to adapt and change the software and documentation for his own purposes and at his own expense and risk. free-com may grant support in this case against separate remuneration. The amended parts of the software and the documentation also continue to be subject to the provisions of the contract. free-com is entitled to re-categorise the software in this case, however. The consequences for liability for defects should be noted.

(9) Free-com reserves the right, after appropriate announcement, to carry out event-related or routine license audits in compliance with data protection and / or the protection of business and company secrets at the customer's premises. If this is done as part of remote maintenance, these are free of charge for the customer. As a conclusion, the customer receives a written test report.

16. Software maintenance
For software maintenance, a maintenance and/or support contract must/can (depending on the agreement) be concluded with free-com or, after expiry of the warranty period, with an authorised partner. Unless otherwise agreed in writing, the term is one year in each case and extends automatically unless terminated for the following year by the end of the third quarter of the current year. The maintenance fee for the licenses could be adjusted at most once a year. The supplier is obliged to inform the customer of such a change 1 month before it comes into effect. In the case of a separate maintenance contract, its provisions shall apply in addition and with priority, should there be deviations.

17. Software warranty
(1) The parties agree that it is not possible according to the latest state of technology to develop a program in such a way that it is defect-free for all conditions of application. For every software offered by us, free-com makes an up-to-date performance specification available, which describes the proper use and the terms of use of the program.

(2) Purchase law (Kaufrecht) applies in addition for standard software in the version in which it was provided to the customer. Contract law for work and labour (Werkvertragsrecht) applies in addition for customised software. Service contract law (Dienstvertragsrecht) applies in addition for training sessions.

(3) For the development and provision of customised software, the period for liability for defects is one year from the statutory period of limitations. Defects which were not already listed in the acceptance declaration must be reported to free-com by the customer immediately after discovery. Timely reporting is tied to a specific description of the defect in writing.

(4) The customer is not entitled to a right of retention based on the rights referred to above in respect to the claims by free-com which do not refer to the same contractual object.

(5) Liability for defects becomes void if, without the written permission of free-com, the customer alters programs itself or has them altered by a third party, if this is not necessary because of delay on the part of free-com to make contractual use of the software possible. This does not apply if the customer demonstrates that defects have not been caused by the changed made by him or the third party.

18. Electronic data exchange
Unless the customer expressly objects to this, email is equated with the written form. The customer is obligated to inform free-com immediately of any change in email addresses on his part.

19. Confidentiality
(1) The contractual partners undertake to maintain confidentiality for an unlimited period on all information made accessible to them in connection with delivery and performance that, in view of other circumstances, are plainly recognisable as business and operating secrets and as matters on which confidentiality is to be maintained, and not to record this information or pass it on to third parties or exploit it in any way whatever, provided this shall not be required in pursuance of the object of the contract.

(2) free-com is entitled to include the name and logo of the customer in our list of references after successful acceptance, unless the customer expressly objects to this.

20. Privacy policy and data security
(1) The contractual parties shall carry out the contract in compliance with all applicable data protection provisions. They shall also obligate their employees and any sub-contractors accordingly to compliance with the data protection provisions. free-com accepts no liability whatsoever for violations of the customer against applicable data protection provisions.

(2) The customer ensures and assumes responsibility that personal data for which he is the data controller within the meaning of Art. 4.7 of the General Data Protection Regulation (GDPR) may be transferred to free-com legally and that there is no evidence indicating that the processing by free-com in the foreseeable scope and for the foreseeable purposes is not permissible. The customer shall ensure that the data subjects are informed about the processing by free-com to the legally required extent.

(3) Where free-com processes personal data of the customer on its behalf, the parties shall conclude a data processing contract.

(4) free-com guarantees the confidentiality, integrity and security of all personal data that we receive from the customer and process in the context of the execution of the contract.

.

version: 01.09.2021