

TERMS AND CONDITIONS

for the provision of consulting, organizational, programming services and **rental of software products** including the provision of **software support services**

Status: July 2026

1. General provisions

- 1.1. The following General Terms and Conditions (hereinafter referred to as "**T&C**") shall apply to all services rendered by **voestalpine Digital Track Management GmbH**, FN 563152 s, p.A. A-8020 Graz, Waagner-Biro-Straße 84b (hereinafter referred to as "**vaDTM**"), for a Customer (hereinafter referred to as "**Customer**").
- 1.2. All orders and agreements shall only become legally binding upon written signature by vaDTM in accordance with the requirements of the commercial register and shall only bind vaDTM to the extent specified in the respective order confirmation.
- 1.3. Any general terms and conditions of business or other terms and conditions of purchase of the Customer that deviate from these T&C are hereby rejected. Such general terms and conditions of business or other terms and conditions of purchase of the Customer that deviate from these T&C shall only be binding on vaDTM to the extent they have been expressly acknowledged in writing.
- 1.4. All offers from vaDTM are non-binding.

2. Subjects of performance and their scope

- 2.1. vaDTM offers its customers the provision of consulting, organizational and programming services as well as the **rental of software products**, including the provision of **software support services**. The specific scope of services provided by vaDTM is defined in each individual contract.
- 2.2. vaDTM is entitled to use the assistance of other persons or companies for the performance of any services and deliveries. Furthermore, vaDTM shall be entitled to transfer the rights and obligations from the underlying contract, in whole or in part, to third parties. The Customer hereby agrees in advance to such a transfer of rights. vaDTM shall notify the Customer of such a transfer of rights without undue delay.
- 2.3. For **software rental** including the provision of **software support services**:
 - 2.3.1. The central object of the service is the temporary, chargeable **rental of the software** listed in the respective offer, including the provision of **software support services**.
 - 2.3.2. In this context, vaDTM grants the Customer a limited, non-exclusive, non-transferable and non-sub-licensable right to use the software in unmodified form within the scope of an "as needed basis" use for the duration of the contractual relationship, subject to timely payment of the agreed remuneration (for the scope of use, see also clause 8 of these T&C). The transfer of the source code of the software is never part of the service offer.
 - 2.3.3. Unless otherwise agreed in the individual contract, vaDTM shall perform the contractual software support services at the location of the Customer's computer system or at vaDTM's business premises, at vaDTM's discretion. In this context, the Customer undertakes to provide vaDTM free of charge with a state-of-the-art **remote access** for the provision of software support services.
 - 2.3.4. The following software support services are included in the rental fee for software rental incl. software support services, subject to other individual contractual provisions:

- 2.3.4.1. The provision of any software updates and software patches and the updating of the software, provided that this does not involve the development of new software modules or a significant expansion of functionality.
 - 2.3.4.2. The correction/support of any software errors ("bugs") that may have occurred and the elimination of other defects that impair the contractually owed functional scope of the software to a not merely insignificant extent.
 - 2.3.4.3. The provision of brief consulting information by telephone or electronically during vaDTM's business hours in connection with support requests submitted by the Customer.
- 2.4. Other services:
- 2.4.1. Any commissioned preparation of individual organizational concepts and programs shall be carried out in accordance with the type and scope of the binding information, documents and aids provided in full by the Customer. This also includes practical test data as well as sufficient test facilities, which the Customer has to provide in time, during the contractually agreed normal working hours and at his own expense. If the Customer is already working on the system provided for testing in real operation, the Customer shall be responsible for the security and quality of the real data.
 - 2.4.2. The basis for the creation of individual programs shall be the written performance specification, which vaDTM shall prepare at the Customer's expense on the basis of the documents and information provided by the Customer or which is made available by the Customer. The Customer is fully responsible for the correctness and completeness of the documents and information etc. provided by him. The performance description based thereon shall be checked by the Customer for correctness and completeness and shall be marked with his approval. Later requests for changes may lead to separate agreements on time and price.
 - 2.4.3. Any shipment of program data carriers, documentation and service descriptions shall be at the expense and risk of the Customer. In addition, any training and introduction requested by Customer shall be invoiced separately.
 - 2.4.4. All services provided by vaDTM shall only be performed during normal working hours. Services performed outside normal working hours at the Customer's request shall be subject to a reasonable surcharge, unless a written price agreement covering such cases has been made.
 - 2.4.5. The following additional services may be ordered: Development of organizational concepts; global and detailed analyses; delivery of library (standard) programs; acquisition of rights of use for software products; acquisition of work usage permits; training of operating personnel; assistance with commissioning; consulting; program maintenance; cloud hosting and cloud operations management; creation of program data carriers; other agreed services.
- 2.5. Unless expressly agreed otherwise in individual contracts, the following services in particular are **not** owed by vaDTM:
- 2.5.1. Services caused by operating system changes, hardware changes and/or by changes of non-contractual mutually program-dependent software programs and interfaces;
 - 2.5.2. Individual program adaptations or reprogramming;
 - 2.5.3. Program changes due to changes in legal regulations;
 - 2.5.4. The elimination of errors caused by the Customer or third parties;
 - 2.5.5. Data conversions, recovery of data files and interface adjustments;
 - 2.5.6. Installation of the contractual software programs;
 - 2.5.7. Technical training;

- 2.5.8. Elimination of errors caused by incorrect operation by the Customer or his personnel;
- 2.5.9. Customization of printouts, forms and screen masks, etc;
- 2.5.10. Data import or export;
- 2.5.11. Data entry or setting up or changing master and control data;
- 2.5.12. Adaptation of interfaces to protocols modified by third parties;
- 2.5.13. Migration/porting to a system environment (computer, operating system, database, interfaces) other than that agreed in the contract;
- 2.5.14. Maintenance of the IT infrastructure (hardware, third-party software, network, peripherals, etc.);
- 2.5.15. Tuning measures;
- 2.5.16. Maintenance of the Customer's test systems.

3. Prices, taxes and fees

- 3.1. All prices are quoted in Euros exclusive of VAT and any other taxes. All applicable duties and any contractual fees shall be borne by the Customer.
- 3.2. All prices for the use of vaDTM's services are generally determined by individual contract. Prices quoted in individual offers apply only to the services offered in each individual contract and to the extent offered in each individual contract.
- 3.3. Prices are always quoted from the registered office or place of business of vaDTM. The Customer shall pay separately the necessary costs for travel, accommodation, travel time and actual overnight expenses incurred by the persons commissioned by vaDTM to perform the service. For the reimbursement of travel expenses, the costs of 1st class tickets shall be charged if the train is used, the costs of economy class tickets shall be charged if the plane is used, and the mileage allowance shall be charged if the car is used, in the amount of the applicable official mileage allowance for each kilometer driven.
- 3.4. vaDTM shall be entitled to increase the contractually agreed lump sums accordingly in the event of increases in wage and material costs or other costs and charges occurring after the conclusion of the contract and to pass these increases on to the Customer at the beginning of the month following the increase. The amount of the adjustment shall be based on the price increase customary in the industry, based on the Austrian collective agreement for employees of companies in the field of services in automated data processing and information technology, which is available on the Internet on the homepage of the Austrian Federal Economic Chamber, section UBIT.
- 3.5. For library (standard) programs, the list prices valid on the day of delivery shall apply. For separately ordered services (organizational consulting, programming, training, conversion support, telephone consulting, etc.), the hourly rates valid on the day of performance shall be charged. The cost of program data carriers will always be charged separately.
- 3.6. In the event that a time expenditure on which the contract price is based is exceeded for reasons for which vaDTM is not responsible, the additional expenditure shall be charged separately to the Customer.

4. Delivery, delivery date and acceptance

- 4.1. The stated delivery times are always subject to change, i.e. without legal obligation. vaDTM is entitled to make partial and advance deliveries and to issue partial invoices for them.
- 4.1.1. In addition, the intended performance dates can only be met if the Customer provides all necessary work and documents in full by the dates specified by vaDTM, in particular the performance specifications accepted by him, and fulfills his obligation to cooperate to the necessary extent.

- 4.1.2. Delays in delivery and cost increases due to incorrect, incomplete or subsequently changed data and information or documents provided shall not be the responsibility of vaDTM and shall not result in default on the part of vaDTM. Any additional costs resulting therefrom shall be borne by the Customer.
- 4.1.3. Individually created software or program adaptations require a program acceptance for the respective program package at the latest 4 weeks after provision by the Customer. This is to be confirmed by the Customer in a protocol (check for correctness and completeness on the basis of the performance description accepted by vaDTM).
- 4.1.4. The service is considered accepted when one of the following events occurs:
 - 4.1.4.1. When the acceptance has been confirmed by the Customer.
 - 4.1.4.2. When the installed supply/service has been put into operation at the Customer's premises.
 - 4.1.4.3. When the data carrier containing the software was delivered to the Customer.
 - 4.1.4.4. No later than 4 weeks after the software has been installed.
- 5. **Invoicing, Payment, Exclusion of the Right of Retention and Prohibition of Offsetting**
 - 5.1. Invoices shall be sent exclusively by electronic means.
 - 5.2. Invoices issued by vaDTM are payable within 14 days of the invoice date without any deductions and free of charges. For partial invoices, the payment terms specified for the entire order shall apply mutatis mutandis.
 - 5.3. Compliance with the agreed payment dates is an essential condition for the execution of the delivery or performance of the contract by vaDTM. Persistent non-compliance with the agreed payments entitles vaDTM to stop the current work in progress and to withdraw from the contract. All related costs and lost profits shall be borne by the Customer.
 - 5.4. In the event of late payment, commercial default interest in the amount of 10% p.a. will be charged.
 - 5.5. The Customer is not entitled to withhold payments due to incomplete total delivery, warranty or guarantee claims or complaints.
 - 5.6. The Customer is not entitled to set off any counterclaims against vaDTM unless such counterclaims are legally related to the liability of the Customer and, in addition, have been legally established in terms of content and form by a court of law or have been expressly acknowledged by vaDTM in writing.
 - 5.7. For software rental including the provision of software support services:
 - 5.7.1. Unless otherwise agreed in an individual contract, the **rental fee shall be paid annually in advance**, with the first payment due on the date of commencement date of the rental period.
 - 5.7.2. The **rent is guaranteed** on the basis of the Consumer Price Index 2020 (= CPI 2020) published by Statistics Austria. The starting point for the calculation of the value guarantee is the index value published for the month of the conclusion of the contract, whereby fluctuations up to and including 3% (three percent) upwards or downwards are not taken into account. However, if this limit is exceeded, the entire actual change from zero will be taken into account. Once the adjustment has been made, the index figure for the month in which the adjustment is made shall be the new starting point for calculating any further overshoot. If the CPI 2020 is no longer published, the index published by Statistics Austria as a replacement for the CPI 2020 will be used as the basis for the value adjustment. If vaDTM does not charge the rent increased by the value protection for any period of time, this does not constitute a waiver of the value protection for the past, present and future.

6. Term, prohibition of subletting, termination of software rental agreements

- 6.1.1. Unless otherwise agreed in individual contracts, software rental contracts are concluded for an **indefinite period of time**. For a period of **5 years** from the conclusion of the contract, the Customer waives the right to exercise ordinary termination rights (= **waiver of termination**). After the expiry of 5 years from the commencement of the lease, an ordinary termination may be declared in writing by giving **six-months' notice to the end of the year**.
- 6.1.2. Any sublease/transfer/loan of the rented software by the Customer shall in any case require the prior written consent of vaDTM. In any case, the Customer is not permitted to transfer or sell the software.
- 6.1.3. vaDTM shall be entitled to terminate the rental agreement immediately without notice if the Customer violates material contractual obligations, which shall be assumed in particular in the following cases:
- 6.1.3.1. The Customer uses the rented software in a manner that is contrary to the contract and/or detrimental to the interests of vaDTM;
- 6.1.3.2. The Customer is at least 30 days in arrears;
- 6.1.3.3. The Customer's financial situation deteriorates to such an extent that his solvency no longer appears to be guaranteed;
- 6.1.3.4. Foreclosure proceedings are instituted against the Customer and/or insolvency proceedings are applied for and/or commenced against the Customer's assets.
- 6.1.4. Upon termination of the rental agreement, the Customer shall be obliged to return all original data carriers, documentation and similar documents. Unless otherwise agreed in individual contracts, proper return also includes the complete and final deletion of the software including all copies.

7. Use of AI

- 7.1. vaDTM is entitled, for the purpose of increasing efficiency and providing support, to use cloud based AI tools in the areas of software development (e.g. GitHub Copilot), documentation and support (e.g. Microsoft 365 Copilot) and to transmit input data to the servers operated by the respective AI tool providers.
- 7.2. vaDTM warrants that final professional responsibility for all work results shall at all times remain with qualified employees (human in the loop principle). Any code created with AI support shall undergo a manual review process (e.g. pull request review) prior to implementation and shall be subject to the vaDTM's standard quality assurance procedures.
- 7.3. Insofar as the Customer provides vaDTM with source code, requirements specifications, specifications, (technical) documentation, documents, information or other protected or confidential materials (hereinafter collectively referred to as "Project Materials") for the purpose of processing, maintenance or further development, the Customer hereby expressly consents to the processing of such Project Materials using the AI tools described in this Agreement.
- 7.4. vaDTM shall exclusively use AI tools for which an option to deactivate training mode is available. vaDTM undertakes to activate and maintain this option or to use only such AI tools where the provider warrants that the input data is not used for training purposes or for improving the AI algorithms.
- 7.5. vaDTM warrants that, within the scope of this Agreement, only AI tools shall be used where the provider fully waives any and all rights to the output generated by the AI tools (in particular data, text, code or other results).
- 7.6. vaDTM is entitled, but not obliged, to use AI tools in the performance of the services. The decision on the general use of AI tools, the selection of specific AI tools and the methods applied shall lie exclusively within the vaDTM's discretion. The Customer shall have no entitlement to the use of AI tools. No claims for price reductions, fee adjustments or any other reductions in remuneration may be derived by the Customer from vaDTM's non use of AI tools.
- 7.7. The Parties further agree that the contractual liability standard shall remain unaffected by the availability or use of AI tools. In particular, the fact that damage might have been avoidable through the use of AI

tools shall neither result in stricter liability for vaDTM nor in a reclassification from slight to gross negligence. The sole decisive criterion for assessing vaDTM's duty of care and that of its employees shall be the professional standard of conventional, human software development.

7.8. vaDTM shall not be liable for errors or irregularities attributable to the use of AI tools (e.g. hallucinations), provided that vaDTM has complied with the state of the art when selecting AI Tools.

7.9. The Parties clarify that the processing of the Project Materials using the AI tools described in this Agreement, as well as the use of work materials for internal training purposes, shall not constitute a breach of any existing non disclosure agreements or confidentiality clauses between the Parties. To the extent that existing agreements would restrict such processing or use, or the processing of data by subcontractors of the AI tool providers, the Parties hereby expressly agree to waive such restrictions in favour of the AI use defined in this Agreement.

8. Use of Project Materials for Training Purposes of the Contractor's Internal AI

8.1. The Customer hereby expressly grants vaDTM the non exclusive, irrevocable right, unlimited in time and territory, to use the Project Materials provided by the Customer in the course of the cooperation for the purpose of developing, optimising and training vaDTM's internal artificial intelligence systems.

8.2. This right exclusively covers internal use by vaDTM, in particular for improving software quality, automated error detection and increasing efficiency in software development.

8.3. Prior to using the Project Materials for training purposes, vaDTM undertakes to pseudonymise them in accordance with the state of the art. In particular, customer and project specific designations, names of the Customer's employees, access credentials and information expressly marked as trade secrets of the Customer that are not directly relevant to the software logic shall be removed or rendered unrecognisable, insofar as this is possible with reasonable economic effort. vaDTM shall in any event be entitled to use AI tools for the purpose of pseudonymisation.

8.4. The insights, parameter adjustments and improvements to the internal AI models obtained through training with customer data (hereinafter also referred to as "Work Results") shall be the exclusive intellectual property of vaDTM. The Customer shall have no claim to delivery of such Work Results, to participation in efficiency gains achieved through the optimised AI, or to any other right of use of such Work Results. vaDTM shall be exclusively entitled to use the Work Results for future commercial and non commercial purposes or projects.

8.5. The rights of use granted under this section for training purposes, as well as the Work Results, shall remain with vaDTM even after termination of the contractual relationship between the Parties, as unlearning the abstract information incorporated into the model is technically not possible with reasonable effort.

9. Copyright and intellectual property

9.1. All copyrights and other rights (rights of use) to intellectual property in the agreed services (programs, documentation, etc.) shall remain exclusively with vaDTM or its licensors. These rights also include all modifications, improvements, further developments of the object of performance, as well as services, know-how, work results and creations, such as in particular all works in the sense of the Copyright Act, such as the software, texts, graphics, graphic and conceptual designs, databases, images, layouts, logos, ideas, concepts, plans contained in the object of performance.

9.2. The Customer is obliged to preserve and reproduce all references to copyrights, patents and trademarks used in the vaDTM software, on all excerpts or complete copies thereof.

9.3. The Customer acknowledges that the methods and procedures contained or depicted in the vaDTM software are legally protected information or trade secrets of vaDTM or its suppliers, regardless of

whether they are marked as "confidential" or not. The Customer is obliged to treat such information as confidentially and not to disclose it.

- 9.4. Any infringement of vaDTM's copyrights by the Customer shall give rise to claims by vaDTM, in which case the Customer shall pay damages on the basis of full satisfaction.
- 9.5. vaDTM shall defend the Customer against all claims of third parties alleging that vaDTM software delivered under this contract infringes copyrights or patents. vaDTM shall pay all costs, damages and expenses (including reasonable attorneys' fees) arising out of any such claim that are awarded against the Customer by a final judgment of a court of competent jurisdiction or agreed to be paid in a written settlement agreement signed by vaDTM, provided that (i) the Customer promptly notifies vaDTM in writing of the claim, (ii) the Customer gives vaDTM sole control of the defense of the claim and all related settlement negotiations, and reasonably cooperates with vaDTM in the defense of and settlement of the claim.
- 9.6. If a claim is asserted or, in the reasonable opinion of vaDTM, is likely to be asserted, vaDTM shall be entitled, at its own expense, either to secure for the Customer the right to continue to use the relevant vaDTM services, to modify the relevant vaDTM service or the relevant vaDTM product so that it no longer infringes any copyright or patent, or to replace it with a functionally equivalent program. If, in vaDTM's judgment, none of the foregoing options is available on reasonable terms, vaDTM shall have the right to terminate the vaDTM services. For perpetual vaDTM services, vaDTM shall, at the Customer's option, refund or credit Customer with an amount equal to the amount of the one-time fee paid for the vaDTM services, amortized on a straight-line basis over three (3) years following (i) the return or destruction of all copies of the applicable licensed program or (ii) the end of access to the provided software. For time-limited vaDTM services, vaDTM will refund any fees prepaid hereunder but not used for the applicable vaDTM service.
- 9.7. vaDTM shall have no obligation to defend or indemnify Customer against any claim relating to (i) any modification of the vaDTM services by anyone other than vaDTM or (ii) any of Customer's or any third party's content, including databases, 2D and 3D models provided or published through the vaDTM services, (iii) the use of one or more of the vaDTM services in conjunction with other hardware, data or programs not specified by vaDTM, or (iv) the use of patches to fix bugs or outdated versions.
- 9.8. Any liability of vaDTM for claims arising from an infringement of intellectual property rights beyond what is set forth in this section is excluded.

10. Licenses and rights of use

- 10.1. Through the contracts concluded by vaDTM with its customers, the Customer acquires only the right to use the vaDTM software. The licensed software is therefore exclusively licensed and leased, not sold.
- 10.2. The Customer is granted the non-exclusive, non-transferable and non-sub-licensable right to use the software for his own purposes for the duration of the contractual relationship, subject to timely payment of the agreed remuneration, but only for the hardware specified in the contract or its enclosures and to the extent of the number of licenses purchased for simultaneous use on several workstations.
- 10.3. The Customer undertakes to operate the vaDTM products in accordance with the provisions of the individual contractual agreement and the associated documentation and to ensure that its authorized users comply with these provisions. License keys, license tokens or the delivery of data carriers do not in themselves entitle the user to use vaDTM products. Unless expressly agreed, no other express or implied right or license is granted to the Customer.
- 10.4. Distribution by the Customer is excluded. The Customer's participation in the production of the software does not lead to the acquisition of any rights beyond contractually agreed use. The Customer may

make copies for archiving and data backup purposes, provided that the Software does not contain any express prohibition by the Licensor or third parties and that all copyright and ownership notices are transferred unchanged to these copies.

- 10.5. If the disclosure of the interfaces is necessary for the creation of the interoperability of the respective software, the Customer shall order this from vaDTM against reimbursement of the costs. If vaDTM does not comply with this request, the decompilation shall be carried out in accordance with the copyright law, and the results shall be used exclusively for the purpose of creating interoperability. Misuse will result in liability for damages.
- 10.6. Except as expressly permitted in the contract, the Customer agrees:
- 10.6.1. not to use the vaDTM services to develop software applications that are used in whole or in part as stand-alone software applications, add-ons or as software components by or for third parties;
- 10.6.2. not to sublet, lease or sublicense the vaDTM services or to provide any services related to the vaDTM services, including, without limitation, consulting, training, support, outsourcing, service companies, or customization or development, to or for any third party;
- 10.6.3. not to attempt to correct any errors, defects or other operational malfunctions in the vaDTM services;
- 10.6.4. not to reverse engineer, decompile, disassemble, adapt or otherwise translate the vaDTM services, in whole or in part;
- 10.6.5. not to provide, disclose or transfer to any third party any test or benchmark results for the vaDTM services;
- 10.6.6. to use only the vaDTM services ordered in accordance with this contract and not any software that may be included.
- 10.7. vaDTM shall be released from all obligations under this contract if program modifications are made to the contractual software programs by employees of the Customer or third parties without the prior consent of vaDTM or if the software programs are not used for the intended purpose or in accordance with the purpose of the contract.
- 11. Warranty**
- 11.1. vaDTM warrants the functionality and operational readiness of its provided services exclusively as regulated in the offer.
- 11.2. The **warranty period** is **12 months** from delivery. The reversal of the burden of proof i.e. the presumption of defects, is excluded. Successful replacement or repair does not extend the original warranty period.
- 11.3. The Customer shall notify vaDTM within a reasonable period of time of all defects which he has discovered or should have discovered upon inspection after delivery in accordance with § 377 of the Austrian Commercial Code (UGB). If the Customer fails to make such notification, he shall no longer be entitled to assert any warranty claims, claims for damages based on the defect itself or claims based on an error regarding the faultlessness of the item. If defects that should not have been discovered within a reasonable period of time only become apparent only later, they must also be reported to vaDTM within a reasonable period of time, otherwise the legal consequences of § 377 (2) of the Austrian Commercial Code (UGB) shall apply.
- 11.3.1. The Customer shall notify vaDTM in writing of any defects i.e. deviations from the performance description agreed in writing, and vaDTM shall endeavor to remedy the defects as quickly as possible. In the case of significant defects reported by the Customer in writing, i.e. if the live operation cannot be started or continued, a new acceptance shall be required after the defects have been remedied. The Customer shall not be entitled to refuse acceptance of the software due to immaterial defects.

- 11.4. In the event of defects, vaDTM shall, at its option, either deliver a new product or rectify the defect within a reasonable period of time. vaDTM shall be granted at least two attempts to rectify the defect by the Customer. The Customer shall support vaDTM in the determination, investigation and rectification of the defect with all necessary measures and shall immediately grant access to the documents from which the detailed circumstances of the occurrence of the defect result.
- 11.5. vaDTM does not assume any warranty for errors, malfunctions or damage resulting from improper operation, modified operating system components, interfaces and parameters, use of unsuitable organizational means and data carriers, if such are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions) and transport damage.
- 11.6. vaDTM shall not be liable for programs that have been subsequently modified by the Customer's own programmers or third parties.
- 11.7. vaDTM is entitled to refuse subsequent performance as long as the Customer has not yet fully paid the remuneration owed for the adaptation services and the Customer has no justified interest in withholding the outstanding remuneration.
- 11.8. If an alleged defect cannot be attributed to a warranty obligation of vaDTM after appropriate examination and this should have been recognizable by the Customer, the Customer shall owe an appropriate fee for the expenses incurred for the examination and elimination of the defect.
- 12. Liability**
- 12.1. vaDTM shall be liable for damages within the scope of the statutory provisions, provided that intent or gross negligence can be proven. Liability for slight negligence is excluded. The reversal of the burden of proof in the sense of §1298 ABGB (Austrian Civil Code) is excluded for cases in which vaDTM is held liable for damages by the Customer.
- 12.2. Compensation for consequential damages and pecuniary losses, savings not realized, loss of interest and damages from claims of third parties against vaDTM is excluded in any case to the extent permitted by law.
- 12.3. **Claims for damages** by the Customer against vaDTM are subject to a **limitation period of 12 months** after knowledge of the damage and the damaging party.
- 12.4. vaDTM is not liable for the loss of data and/or programs as far as the damage is based on the fact that the Customer has not carried out data backups and thus has not ensured that lost data can be restored with reasonable effort.
- 13. Right of withdrawal and impossibility:**
- 13.1. If, during the course of the work, it becomes apparent that the execution of the order in accordance with the service description is actually or legally impossible, vaDTM shall be obliged to notify the Customer thereof. If the Customer does not amend the service description accordingly or does not create the conditions for the execution to become possible, vaDTM may refuse to execute the order.
- 13.2. If the impossibility of performance is due to an omission on the part of the Customer or a subsequent change in the service description by the Customer, vaDTM shall be entitled to withdraw from the order. The costs and expenses incurred by vaDTM up to that point in time, as well as any dismantling costs, shall be reimbursed by the Customer.
- 14. Force majeure**
- 14.1. Events of force majeure, which include, but are not limited to, natural disasters, war, official restrictions such as closures or curfews, epidemics and/or pandemics, strikes, major operational disruptions, as well

as all circumstances that make the delivery/service significantly more difficult or impossible for vaDTM, shall entitle vaDTM to suspend the delivery/service for the duration of the hindrance and a reasonable start-up period or - if the force majeure lasts longer than 6 (six) months - to withdraw from the contract with regard to the part not yet fulfilled. The Customer may demand a declaration from vaDTM as to whether vaDTM intends to withdraw or to deliver within a reasonable period of time. If vaDTM does not declare its intention within a reasonable period of time, the Customer may withdraw from the contract.

14.2. In the event of withdrawal in accordance with this clause with regard to the part of the contract not yet fulfilled, the Customer shall pay vaDTM for the products already delivered at the time of withdrawal; for the software products already developed but not yet delivered; for the software products partially developed and still in the development process; and for the expenses necessary for this contract. In this case, the paid software products will be delivered to the Customer.

14.3. In the event of delays and/or non-fulfilment of obligations due to force majeure, neither party shall be entitled to damages, default interest, penalties or other compensation.

15. Data protection, confidentiality, advertising material

15.1. vaDTM obligates its employees to comply with the provisions of the Data Protection Act and the DSGVO.

15.2. vaDTM shall be entitled to use all technical data (e.g. measurement data) processed by vaDTM for the Customer within the scope of the subject matter in anonymized form free of charge and without further written consent of the Customer exclusively for the purpose of further development and improvement of the subject matter. This purpose expressly includes the use of the technical data for the training of machine learning systems (algorithms), e.g. by supervised and unsupervised learning. All rights arising from the use of the technical data shall remain with vaDTM.

15.3. The documents, knowledge and experience made available to the other contracting party may only be used for the purpose of the subject matter of the service and in accordance with the provisions of these T&C and may not be made available to third parties, unless they are intended to be made available to third parties or are already known to the third parties. Third parties do not include vaDTM's auxiliary persons, such as freelancers, subcontractors and order processors, who are involved in the performance of the contractual relationship.

15.4. It is important for vaDTM to continuously improve and develop its software. vaDTM therefore processes in particular technical data that enable reports on the use of the software by the Customer within the scope of the agreement on the use of the software. This data is processed exclusively for internal processes such as troubleshooting, product improvement, further development, data analysis (including user behavior in anonymized form), testing and research, as well as statistical surveys. It is also used to ensure the security of the software. The data obtained should allow reports on the functioning and use of the software without reference to individuals. However, it cannot be excluded out that in some cases data are processed that could be used to establish personal reference. The following data may be collected by vaDTM: name of the Customer, name of the Customer's employee, contact data of the Customer's employee, software usage history, problem description, measurement data. The Customer's consent may be revoked at any time without giving reasons. A revocation does not affect the legality of the data processing carried out until the revocation.

15.5. The Customer agrees, until revoked, that vaDTM may use his and his employees' professional contact data (postal and e-mail addresses as well as fax and telephone numbers) for consulting and advertising purposes exclusively for its own purposes and that vaDTM may send the Customer current product

information and/or newsletters in this way. The Customer may revoke this consent at any time in writing or by e-mail.

16. Non-solicitation

- 16.1. The Customer undertakes not to entice away any of vaDTM's employees or to employ them without vaDTM's consent for the duration of the cooperation between the parties and for a period of one year thereafter. For each case of culpable breach, the Customer undertakes to pay liquidated damages in the amount of one year's gross salary of the poached employee.

17. Severability clause

- 17.1. If any provision of these T&C is found to be void or for any other reason legally invalid or unenforceable, the validity and enforceability of the remaining provisions of these T&C shall not be affected to the extent permitted by law. In such a case, the parties shall be obliged to replace the provision which proves to be void or otherwise legally invalid or unenforceable with a provision which comes as close as possible to the economic content of the provision which proves to be void or otherwise legally invalid or unenforceable. The same shall apply mutatis mutandis in the event that loopholes are identified in these T&C are identified that require supplementation.

18. Final provisions

- 18.1. The parties have agreed to the underlying contractual relationship exclusively in writing. Amendments and/or supplements to the individual contract and/or these T&C (including any agreement to deviate from the written form requirement) shall require the prior, express and written consent of both contracting parties without exception in order to be legally effective.
- 18.2. The underlying contractual relationship shall be governed by **Austrian law** to the exclusion of its conflict of law provisions and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 18.3. For all disputes arising from and in connection with the underlying contractual relationship, the contracting parties hereby agree on the exclusive local jurisdiction of the respective court in **A-8020, Graz**.