

## **General Terms and Conditions (B2B)**

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### **1. Validity and preamble**

1.1. The ByteSchneiderei GmbH, FN 504619 m, (hereinafter referred to as "**contractor**") offers the contractual partner hardware for sale. In particular, PCs and ID card readers (hereinafter also referred to as "**readers**") are offered (PCs and readers are hereinafter also collectively referred to as "**hardware**"). Furthermore, the contractor offers a program for reading ID cards (hereinafter referred to as "**software**") for rent. All contracts concerning the delivery of hardware and rental of software concluded by the contractor with the contractual partner are governed exclusively by the following General Terms and Conditions. Deviations from these terms and conditions are only deemed to have been agreed if this has been agreed in writing between the contractor and the contractual partner.

1.2. Depending on the selected software license package, this software is intended to assist the contractual partner in the following verification processes.

Depending on the type of reader, it is possible to read a passport and/or other ID card (hereinafter referred to as "ID card") by placing the ID card on the reader, whereby the ID card is optically captured and the chip in the ID card is read and a corresponding evaluation appears on the PC screen. Depending on the technical features of the reader, optical features under various light sources (such as visual light, infrared, or ultraviolet), the machine-readable zone (MRZ), as well as the data and signature of the chip are checked and compared with each other.

1.2.1. Age Verification: Assistance in checking whether the minimum age required for the sale of age-restricted products has been reached.

1.2.2. Identity Check (ID Check): Verification of technical features of ID cards.  
Optionally, the result of the technical check and an image of the ID card can be logged (printed) via a connected printer.

1.3. Ownership of the hardware is transferred to the contractual partner as part of the sale. The software is provided to the contractual partner for use by means of a temporary license (software rental), whereby the contractual partner shall have the choice between different software license packages.

1.4. The contractor provides its services exclusively to contractual partners who are entrepreneurs within the meaning of § 1 KSchG (Austrian Consumer Protection Act).

1.5. General terms and conditions or other terms of service or sale of contractual partners, which are listed, for example, on offers or other correspondence from the contractual partner, shall not become part of the contract with the contractor, even if they are not contradicted, unless the contractor has agreed to them in writing in advance. If, in individual

cases, the validity of deviating agreements is agreed in writing, the deviations shall apply exclusively to this individual business transaction.

## **2. Conclusion of contract**

- 2.1. All information provided by the contractor to the contractual partner regarding the deliveries and services offered is non-binding and subject to change, in particular the deliveries and services offered on the contractor's website.
- 2.2. Binding offers made by the contractor may only be accepted by the contractual partner in writing within the respective offer period.
- 2.3. Unless otherwise agreed in writing, the documents relating to the information on the respective deliveries and services of the contractor, such as performance and delivery details, etc., shall not be deemed to be specially warranted characteristics.
- 2.4. Any offers made by the contractor can only be accepted with regard to the entire delivery and service offered. If the contractual partner's declaration of acceptance deviates from the contractor's offer, this deviating declaration of acceptance by the contractual partner constitutes a new offer that can be accepted by the contractor.

## **3. Transfer of software and granting of rights**

- 3.1. The contractor transfers the software to the contractual partner for use (software rental).
- 3.2. The contractor grants the contractual partner a non-exclusive, simple right of use for the software, limited in time to the duration of the contract, limited geographically to the country of use in accordance with the offer, and non-transferable and non-sublicensable. Use may only take place within the framework of the statutory and contractual provisions. The contract does not grant any further rights with regard to the software, in particular the reproduction, editing, analysis, and decompilation of the software. Any other exploitation, usage, and/or other copyrights or other industrial property rights to the software not covered and not specified in this contract are expressly not granted and/or transferred.
- 3.3. A separate license is required for each reader.
- 3.4. It is expressly stated that the source code of the software will not be handed over, that it will remain exclusively with the contractor, and that the contractual partner has no right to obtain the source code.
- 3.5. The contractor shall perform a basic setup of the software. Unless otherwise agreed in writing, any training or consulting services in connection with the setup or operation of the software at the contractual partner's premises are not part of the contract and shall be agreed and remunerated separately as required.
- 3.6. The contractual partner is not entitled to grant sublicenses to third parties, in whole or in part, for a fee or free of charge, for the rights granted to it under this contract.

- 3.7. If the contractual partner sells the hardware to a third party, the software must be reinstalled on the hardware. This basic installation of the software can be carried out by the contractor, but must be agreed separately and remunerated if required.
- 3.8. API of the software may only be used by the contractual partner with the written consent of the contractor. Furthermore, the contractual partner is prohibited from analyzing interfaces between the front end and back end and from using the knowledge gained without the consent of the contractor or making it available to third parties.
- 3.9. Through the cooperation of the contractual partner, regardless of its nature, the contractual partner does not acquire any rights whatsoever to the software or other works related to the software (e.g., documentation, updates, etc.), products, etc., in particular no patent, trademark, design, and copyrights, as well as other intellectual property rights. If the contractual partner or a person attributable to it (employee, service provider, etc.) is granted any of the rights listed above, even if only in part, the contractual partner is obliged to transfer these rights to the contractor to the greatest possible extent free of charge, irrevocably and without delay, and to waive all non-transferable personal rights. In addition, the contractual partner must do everything legally possible to ensure that the aforementioned transfer of rights and/or waiver of rights can be implemented. This also includes issuing appropriate instructions under labor law or exercising contractually granted rights with the respective third party.
- 3.10. The creation of copies of the software is not permitted unless this is mandatory by law. The creation of copies for backup purposes is permitted insofar as this is necessary for the proper use of the software and for achieving the purpose of the contract. Permissible copies must be deleted or destroyed immediately as soon as the existence of such a copy is no longer necessary for the contractual partner or the contractual partner is no longer entitled to the full rights of use granted under the contract.
- 3.11. The contractual partner is not permitted to remove, alter, or otherwise render unrecognizable or illegible any copyright notices, serial numbers, or other information serving to identify the software. Any copies must also contain these copyright notices, serial numbers, or other information serving to identify the software in an unaltered form.
- 3.12. If disclosure of the interfaces is necessary to achieve interoperability of the software in question, the contractual partner shall apply to the contractor for this, subject to reimbursement of costs. If the contractor does not comply with this request within a reasonable period of time and even after a grace period has been granted, the contractual partner shall be entitled to decompile the software exclusively within the scope of § 40e UrhG (Austrian Copyright Act) and the results of the decompilation shall be used exclusively for the purpose of establishing interoperability. Compensation shall be paid for any misuse.
- 3.13. If the contractual partner is provided with software whose license holder is a third party (e.g., software modules from Thales), the granting of the right of use shall be governed by the license terms of the license holder (manufacturer).

#### **4. Prices**

- 4.1. The remuneration for the use of the software specified in the offer shall be charged monthly or annually.
- 4.2. The agreed remuneration of the contractor is due upon invoicing, unless special payment terms are agreed in writing in individual cases. The contractor is entitled to immediately charge the contractual partner for all cash expenses, which are also due upon invoicing.
- 4.3. All prices are in euros. Unless otherwise stated by the contractor in the offer, all prices quoted are exclusive of all duties and taxes, shipping costs, travel costs, and expenses. Any duties, taxes, and shipping costs will be invoiced additionally.
- 4.4. Travel expenses and travel time incurred by the contractor or its employees shall be reimbursed in addition, in particular if the contractual partner requests that the respective service be performed outside the contractor's business premises (e.g., installation of software at the contractual partner's business premises).
- 4.5. All prices are based on the assumption that the services can be performed continuously, unhindered, and without interruption. Additional costs resulting from hindrances or interruptions to the continuous process for which the contractual partner or a third party attributable to the contractual partner is responsible shall be invoiced separately to the contractual partner.
- 4.6. The contractual partner must provide the contractor with its VAT identification number (UID number), if available. If the contractual partner does not disclose the UID number or does not disclose it correctly, misuses the UID number, or the goods are not exported to another EU country, the contractual partner shall be liable to the contractor, without prejudice to further claims, in particular for the payment of Austrian VAT at the statutory rate.
- 4.7. The contractor is entitled to increase prices if, due to circumstances beyond the contractor's control, after the conclusion of the contract
  - a) suppliers (in particular hardware suppliers) increase their list prices for the execution or delivery; these increases may be passed on to the contractual partner in full;
  - b) wages and salaries have increased due to statutory or collective agreement adjustments, or energy costs, transport costs, or taxes for the contractor have increased; the increase shall be in line with the cost increase affecting the contractor.
- 4.8. Price increases shall be communicated to the contractual partner by means of an individually addressed letter (or email), stating the circumstances and reasons for the price increase, together with the resulting changes made by the contractor.

#### **5. Value adjustment**

- 5.1. If an unlimited right of use has been granted or if the contractual relationship is automatically extended in accordance with 14.2 , the agreed software rental remuneration

is value-protected and based on the monthly consumer price index 2025 (VPI 2025) published by Statistics Austria. If the VPI 2025 is no longer published, it shall be replaced by an adequate successor index newly published by Statistics Austria or a comparable institution.

- 5.2. The final index level for January of the year in which the contract is concluded serves as the basis for this value guarantee.
- 5.3. Index changes of up to 3% upward or downward are not taken into account when adjusting remuneration. If the index change exceeds this threshold, the entire percentage change in the index is taken into account. All calculations of rates of change are accurate to two decimal places.
- 5.4. The index level that led to the increase or reduction shall henceforth serve as the new basis for calculating future adjustments.
- 5.5. The first change in accordance with this value guarantee shall take place no earlier than 3 months after conclusion of the contract.

**6. Terms of payment, reservation of title, default interest, partial invoices, loss of deadline**

- 6.1. When ordering the hardware, the contractual partner is obliged to make a down payment of 10% of the agreed gross purchase price of the hardware and the selected software package. This down payment is due upon invoicing and must be transferred to the contractor's specified bank account.
- 6.2. The agreed remuneration is due for payment upon invoicing. The hardware will only be shipped after receipt of payment.
- 6.3. The contractor is entitled to immediately charge the contractual partner for all cash expenses, which are also due upon invoicing.
- 6.4. Deliveries made by the contractor remain the property of the contractor until full payment of the remuneration, including all ancillary liabilities, has been received. The contractual partner has no right of retention against the contractor for (partial) services. Any sale, pledge, rental, transfer by way of security or other transfer of the reserved property to third parties is prohibited. In the event of seizure or other claims on the reserved property by third parties, the contractual partner is obliged to assert the contractor's right of ownership at its own expense and to inform the contractor by means of verifiable written notification within 24 hours.
- 6.5. Unless the contractor expressly states otherwise in writing, the assertion of the reservation of title by the contractor shall not be deemed a withdrawal from the contract. Rather, in addition to the claim for surrender, the contractor shall retain the rights arising from the respective contract, in particular the right to compensation for damages.
- 6.6. In the event of default of payment by the contractual partner, the statutory default interest shall apply at the rate applicable to commercial transactions in accordance with § 456 UGB

(Austrian Commercial Code). The assertion of further claims, in particular claims for damages, remains unaffected.

- 6.7. The contractor and the contractual partner agree that, in the event that the contractual partner fails to properly fulfill its payment obligations, compound interest shall be payable in addition to the statutory default interest in accordance with § 1000 (2) ABGB.
- 6.8. In the event of default in payment, the contractor shall also be entitled to block the contractual partner's access to the software.
- 6.9. The contractor is entitled to demand immediate payment and to perform or provide outstanding services only against advance payment or security deposit as soon as circumstances become known which are likely to significantly reduce the creditworthiness of the contractual partner and which appear to jeopardize the payment of the contractor's outstanding claims by the contractual partner from the respective contractual relationship.
- 6.10. In the event of default of payment by the contractual partner, the contractor is entitled to invoice all services and partial services rendered, including those rendered under other contracts concluded with the contractual partner, and to demand immediate payment. Furthermore, the contractor is not obliged to provide further services until the outstanding amount has been settled and is entitled to demand advance payment or security for services still to be provided or to withdraw from the contract after setting a reasonable grace period. The contractual partner's obligation to pay remuneration remains unaffected by this.
- 6.11. If payment in installments has been agreed, the contractor reserves the right to demand immediate payment of the entire outstanding debt in the event of late payment of partial amounts or ancillary claims ("Terminverlust").
- 6.12. The contractual partner is not entitled to offset its own claims against claims of the contractor, unless the claim of the contractual partner has been recognized in writing by the contractor or has been legally established by a court of law.
- 6.13. Any discounts, rebates, or cash discounts granted by the contractor shall also be forfeited retroactively in full for the entire order if the contractual partner defaults on payment of even one invoice (partial, final, or other invoice).
- 6.14. Unlawful price deductions made by the contractual partner shall also result in the retroactive loss of the entire discount and all other price reductions for the entire order or partial services.
- 6.15. The contractor is entitled to invoice partial deliveries/partial services and to issue corresponding partial invoices. The terms of payment specified for the entire order apply equally to partial invoices.
- 6.16. The invoicing and transmission of invoices by electronic means within the meaning of § 11 (2) second subparagraph UStG shall be deemed to have been agreed, provided that the

contractual partner has provided the contractor with its email address and does not object to transmission by email. The contractor is also entitled to send invoices by post.

## **7. Delivery and performance, changes to dates and cancellations**

- 7.1. The contractor shall adhere to the performance and delivery deadlines and dates as far as possible. Unless expressly agreed in writing as binding, they are non-binding and always refer to the expected date of provision and handover to the contractual partner.
- 7.2. If a down payment has been agreed, the order will only be processed by the contractor once the down payment has been received in the contractor's bank account. The contractor purchases the ordered hardware from third parties. The contractor will notify the contractual partner of the expected delivery date after the order has been placed. The hardware will be delivered in the order in which payment is received in the contractor's bank account. The hardware will only be shipped after payment has been received.
- 7.3. The contractor is entitled to postpone agreed performance and delivery dates or to extend deadlines for the provision of services if it is impossible or unreasonably difficult for the contractor to meet the deadlines and the circumstances are beyond the contractor's control. This applies in particular to labor disputes, fire, war, strikes, pandemics, environmental disasters, etc. This also applies if such unforeseen obstacles and circumstances occur at the contractor's subcontractors or vicarious agents.
- 7.4. If circumstances beyond the contractor's control prevent the contractor from fulfilling all outstanding orders on time (objective delay), the contractor is not obliged to use external services.
- 7.5. Services shall be provided at the agreed place of performance. If no specific place of performance has been agreed, the place of performance shall be the registered office of the contractor. For digital services, the place of performance shall be the registered office of the contractor.
- 7.6. The contractual partner is obliged to accept the deliveries and services provided by the contractor at the agreed time and place. If the contractual partner does not accept this delivery and/or service at the agreed time or place, it shall reimburse the contractor for all costs incurred as a result.

## **8. Scope of services, order processing, and obligations of the contractual partner to cooperate**

- 8.1. The scope of the deliveries and services to be provided is set out in the service description of the accepted offer. Subsequent changes to the content of the service require written confirmation by the contractor. Within the framework specified by the contractual partner, the contractor has freedom of design in the fulfillment of the order.
- 8.2. Only ID cards with state-of-the-art security features can be read by the reader and the software. The ID cards that can be read by the reader and the software are listed in attachment ./1. The contractor is entitled to continuously adapt, expand, or shorten attachment ./1.

- 8.3. The contractual partner shall provide the contractor with all information, documents, and data necessary for the performance of the service in a timely, complete, and ongoing manner. It shall inform the contractor of all circumstances that are relevant to the execution of the order, even if these only become known during the execution of the order. The contractual partner shall bear the costs incurred as a result of the contractor having to repeat or adapt work or delay work due to incorrect, incomplete, or subsequently changed information provided by the contractual partner.
- 8.4. The contractual partner shall ensure that the organizational framework conditions for the provision of the delivery and services by the contractor allow for work to be carried out as smoothly as possible, promoting the rapid progress of the delivery and service provision.
- 8.5. The contractual partner shall ensure that the relevant contact persons of the contractual partner (e.g., IT support staff) have the necessary technical IT knowledge to enable the contractor to perform its services.
- 8.6. The contractual partner shall provide the contractor with appropriate support in the performance of its services.
- 8.7. The contractual partner shall protect its hardware and systems against viruses, malware, and other unauthorized access by third parties using state-of-the-art software and technical precautions and shall keep them up to date at all times, even if the hardware and/or software was supplied by the contractor.
- 8.8. The contractor may, at its discretion, perform the service to the contractual partner in whole or in part itself, use competent third parties as vicarious agents in whole or in part for the performance of contractual services, and/or substitute such services in whole or in part ("external services"). The commissioning of third parties within the scope of an external service shall be carried out either in its own name or in the name of the contractual partner. The contractor shall select these third parties carefully and ensure that they have the necessary professional qualifications. The contractual partner shall be liable for obligations to third parties that extend beyond the term of the contract. This also applies expressly in the event of termination of the contract with the contractor for good cause.

## **9. Fair use conditions**

The contractual partner shall refrain from any use of the software that goes beyond normal use in business operations (fair use). The contractor reserves the right to exclude the contractual partner from using the software in the event of a violation of the above terms and conditions (the "fair use terms").

## **10. Software support**

Within the scope of the software license, the contractor shall provide the following services:

### **10.1. Error correction**

- 10.1.1. The contractor shall correct any errors that occur in accordance with the provisions of this contract.

- 10.1.2. An error within the meaning of this contract is any malfunction reported by the contractual partner which results in the actual functionality deviating negatively from the agreed functionality and (i) this significantly impairs the use of the software in terms of core functionalities and (ii) the error can be reproduced by the contractor at economically reasonable expense.
- 10.1.3. Errors that cannot be reproduced at economically reasonable expense will not be corrected. In this case, the contracting parties shall agree on how to proceed.
- 10.1.4. Support for error correction is excluded/subject to a fee
- for errors based on unauthorized modifications or adaptations of the software;
  - for third-party software used on the hardware;
  - for errors resulting from operating errors or improper or unauthorized use of the software;
  - for errors caused by unauthorized modification of the software;
  - for errors caused by force majeure, faulty power supply, or other environmental conditions;
  - when using the software on hardware and operating system environments other than those specified as permissible;
  - for open source components;
  - for the removal of malware.
- 10.1.5. Costs for malfunctions for which the contractual partner is responsible, such as failure to meet hardware and software requirements, malfunctions of the Internet connection, or improper operation at, will be charged by the contractor according to actual expenditure.
- 10.1.6. Any errors that occur must be reported immediately with a detailed description of the problem. Reports to the contractor must be made exclusively via the ticket system provided. If the contractor does not have a ticket system, the error report can be sent by email to [help@ave-solution.com](mailto:help@ave-solution.com). The contractual partner shall provide the contractor with appropriate support in troubleshooting the error.
- 10.1.7. The contractor shall resolve the error at its discretion by means of a software update, hardware replacement, or appropriate alternative solutions. The contractor shall make every reasonable effort to resolve the error within a reasonable period of time.
- 10.2. Update service**
- 10.2.1. The contractor shall provide the contractual partner with program updates on the date specified by the contractor. These updates shall include corrections of errors, improvements to the scope of services, and changes to the software due to legal changes.

- 10.2.2. The contractor shall endeavor to ensure that updates or software changes are generally not installed during or immediately before normal business hours, insofar as this is possible and feasible. Software changes will be tested in advance. Nevertheless, unforeseen conversion problems may occur from time to time. Where possible, the contractual partner is obliged to test at least all important steps and modules necessary for the maintenance of its business operations after each update.
- 10.2.3. The contractor is not obliged to provide the contractual partner with a specific number of updates.
- 10.2.4. Unless otherwise agreed, the contractor shall provide software support at its discretion at the location of the hardware, at the contractual partner's business premises, or via remote maintenance, in each case during the contractor's normal working hours. Normal working hours are weekdays from 9 a.m. to 5 p.m. Working days are Monday to Friday, with the exception of Austrian public holidays and December 24, December 31, and Good Friday. If, in exceptional cases and at the request of the contractual partner, services are provided outside normal working hours, the additional costs will be invoiced separately. The selection of the employee providing the contractual services is the responsibility of the contractor.
- 10.2.5. The contractor shall be solely responsible for the allocation and structuring of the respective services. The contractor shall make every reasonable effort to provide or complete the respective service within a reasonable period of time. However, the contractual partner shall have no claim to the processing and/or completion of services within a specific period of time.

## **11. Obligations of the contractual partner**

- 11.1. The contractual partner shall ensure that a sufficiently fast and stable Internet connection is available at the location of the hardware. If a sufficiently fast and stable Internet connection is not available at the location of the hardware, it may not be possible to use the software, or only to a limited extent.
- 11.2. The contractual partner shall keep the identification and authentication features used by them secret and protect them from unauthorized third parties. When choosing identification and authentication features, the contractual partner must also ensure that these are state of the art (e.g., length and complexity of a password).
- 11.3. The contractual partner shall be liable for the misuse or unauthorized use of the identification and authentication features if the misuse or unauthorized use is attributable to them. In addition, the contractual partner must inform the contractor immediately if they are aware of or should be aware of any misuse or unauthorized use.
- 11.4. The contractual partner may not use any third-party software or other technologies or procedures in connection with the use of the software that are likely to impair the operation, security, or availability of the software.
- 11.5. The software may only be operated on hardware that complies with the specifications in attachment ./2. The operating system installed on the hardware must not be older than five

years and must come from a reputable provider. Furthermore, all available updates for the operating system must be installed and the provider must not have discontinued the provision of updates.

- 11.6. In order to verify compliance with the contractual agreements, the contractor is entitled to use technical measures such as IP requests. The contractual partner is obliged to allow these technical verification measures and is prohibited from blocking or otherwise obstructing them in any way.
- 11.7. The contractual partner must observe all applicable laws when using the software covered by the contract. The contractual partner is prohibited from incorporating content or data into the software that violates legal or other provisions with normative effect or official orders or infringes the rights of third parties.
- 11.8. The contractual partner shall fully indemnify and hold harmless the contractor for all damages or other disadvantages resulting from the contractual partner's breach of these obligations under the General Terms and Conditions.

## **12. Access restriction**

- 12.1. The contractor is entitled to temporarily or permanently interrupt or restrict access to the software if this is necessary for maintenance work, updates, security, and system integrity.
- 12.2. If the contractual partner violates its obligations under this contract, in particular its obligations under 11., the contractor shall be entitled to block access immediately.

## **13. Excluded services**

- 13.1. Barrier-free design, in particular within the meaning of the Federal Act on the Equality of Persons with Disabilities (Bundesbehindertengleichstellungsgesetz – BGStG), the Federal Act on Barrier-Free Access to Websites and Mobile Applications of the Federal Government (Webzugänglichkeitsgesetz – WZG) or the Federal Act on Accessibility Requirements for Products and Services (Barrierefreiheitsgesetz – BaFG), or on the basis of another standard applicable in the country of use, is not owed by the contractor.
- 13.2. Individual software adaptations or reprogramming of the software or program changes to the software, as well as any necessary hardware enhancements due to changes in legal regulations, if they require a change in the program logic, are not included in the agreed services.
- 13.3. Significant software changes and extensions, reprogramming of the software, and special modules such as the integration of devices and new technical possibilities of any kind are not services owed by the contractor.
- 13.4. The contractor does not provide legal or tax advice. The contractual partner is responsible for ensuring compliance with all legal provisions, in particular data protection, consumer protection, workplace health and safety, and youth protection provisions (especially compliance with age restrictions).

#### **14. Contract term and termination of the contract**

- 14.1. The sale of the hardware is a contractual obligation (“Zielschuldverhältnis”). This contractual obligation expires upon delivery of the hardware by the contractor and payment of the purchase price.
- 14.2. The software rental is a continuing obligation (“Dauerschuldverhältnis”). The contractual relationship for the software rental is concluded for a fixed term. The duration of the fixed term depends on the software license package selected by the contractual partner. The contractual relationship is extended for a further year unless it is terminated at least one month before expiry.
- 14.3. Both contracting parties reserve the right to terminate the contract for good cause (both with regard to the delivery of hardware and software rental). Good cause includes, among other things, if:
- a) the contractual partner violates its obligations under the contract, in particular its payment obligations or its obligations to cooperate, despite the setting of a grace period of 14 days, and does not restore the contractual status,
  - b) the execution of the delivery or the commencement or continuation of the service is impossible or further delayed for reasons for which the contractual partner is responsible, despite the setting of a reasonable grace period,
  - c) the service to be provided by the contractor becomes impossible or uneconomical for the contractor due to circumstances beyond the contractor's control,
  - d) the contractual partner violates the contractor's rights to use the software, in particular by editing and/or unlawfully decompiling the software, and this violation and its effects are not remedied despite a warning and the fruitless expiry of a reasonable period of time.
- 14.4. Notwithstanding further claims, the contractor is entitled to invoice for services or partial services already rendered in the event of justified withdrawal. This also applies if the delivery or service has not yet been accepted by the contractual partner. Alternatively, the contractor also has the right to demand the return of items already delivered or services already rendered.
- 14.5. Upon termination of the software license, the contractual partner is obligated to immediately and irrevocably delete the software from the hardware and to confirm this to the contractor in writing. In addition, the contractual partner is obligated to return all data carriers containing a copy of the software or parts thereof to the contractor or to delete them irrevocably as well.

#### **15. Warranty and notification of defects**

- 15.1. Special or warranted characteristics shall only become part of the contract if they have been agreed in writing.
- 15.2. With regard to software rental, §§ 1096 f ABGB (Austrian Civil Code) are expressly excluded.

- 15.3. The warranty period is 6 months. The contractual partner's rights under the warranty and any claims arising therefrom shall in any case expire one month after the end of the warranty period. The possibility of raising an objection to the claim for payment within the meaning of § 933 (3) ABGB (Austrian Civil Code) is excluded.
- 15.4. Upon delivery and/or performance, delivered goods (hardware) and/or services (software) shall be deemed to have been handed over and accepted by the client.
- 15.5. Complaints must be made within 14 days of handover or acceptance of the service, whereby any defects that occur must be specified by the contractual partner. The contractor has the right to inspect the services complained about by the contractual partner with regard to the defects asserted after the complaint has been made. If the contractual partner refuses to allow the inspection, it shall lose all associated warranty and damage claims.
- 15.6. The contractual partner shall also lose all warranty and damage claims relating to the software if the software is processed in an impermissible manner, if the contractor's rights of use are otherwise infringed, or if the deliveries and services are not used or operated in accordance with the purpose of the contract. Furthermore, the contractual partner shall lose all warranty and damage claims relating to the hardware if programs other than the contractual software are operated on the hardware.
- 15.7. No warranty is given for minor deviations, such as color nuances, performance, or design of the hardware, and the contractual partner is not entitled to reject the service, demand a price reduction, or cancel the contract due to defects or any other reason.
- 15.8. The contractual partner is obliged to support the contractor in rectifying defects and to provide all necessary information.
- 15.9. The contractor shall not be liable for defects or errors that cannot be reproduced at reasonable economic expense.
- 15.10. The existence of defects must be proven by the contractual partner. The presumption of defectiveness at the time of delivery (performance) in accordance with § 924 ABGB (Austrian Civil Code) is expressly excluded. The contractual partner must always prove that any defect that may occur already existed at the time of delivery (performance).
- 15.11. The contractual partner may not refuse acceptance on the basis of minor defects.
- 15.12. In the event of a defect, the contractor may choose whether to remedy it by repair or replacement.
- 15.13. Under no circumstances shall the client be entitled to withhold the agreed remuneration or a proportionate share of the remuneration or purchase price corresponding to the anticipated costs of rectification.

- 15.14. If the removal of a defect or replacement is impossible or would cause disproportionately high costs, the contractor may refuse to do so. In this case, the contractual partner may only request a price reduction. Otherwise, the warranty remedy of contract withdrawal is hereby expressly excluded.
- 15.15. Defects resulting from negligent, incorrect, or improper handling by the contractual partner or due to similar external influences are excluded from the warranty. This is particularly the case if defects are attributable to incorrect data and/or content provided by the contractual partner.
- 15.16. If the contractor provides services with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the contractor shall assign these claims to the contractual partner. In this case, the contractual partner shall primarily hold these third parties liable.
- 15.17. § 933b ABGB (Austrian Civil Code) shall not apply.
- 15.18. The update obligation pursuant to § 7 VGG is hereby expressly excluded. With the exception of the services specified in this contract, the contractor shall not be required to provide or deliver any updates, upgrades, or similar items of any kind.

**16. Liability, disclaimer**

- 16.1. The contractor shall only be liable for damages in all applicable cases in the event of intent ("Vorsatz") or extremely gross negligence ("krass grobe Fahrlässigkeit"). The contractor's liability is excluded in cases of slight and other gross negligence. In cases of slight negligence and other gross negligence, the contractor shall be liable exclusively for personal injury. This also applies mutatis mutandis to liability for the conduct of third parties whom the contractor uses to fulfill its contractual obligations.
- 16.2. The contractor shall not be liable for indirect damage, loss of profit, loss of interest, loss of savings, consequential and financial loss, damage resulting from third-party claims, or for the loss of data and content and their restoration, unless the damage/defect is due to extremely gross negligence ("krass grobe Fahrlässigkeit") or intent ("Vorsatz").
- 16.3. Regardless of the cause and legal basis of the damage, the contractor's liability is limited to the coverage amount of the contractor's liability insurance or, if the damage is not covered by this insurance, to 50% of the remuneration specified in this contract, but in the case of a permanent assignment, to a maximum of 50% of the annual remuneration specified in the respective contract for the year in which the damage occurred.
- 16.4. Claims for damages against the contractor must be asserted in court within six months after the contractual Partner becomes aware of the damage and the person responsible for it or of the event giving rise to the claim, but no later than three years after the event (conduct) causing the damage (giving rise to the claim), otherwise they shall lapse. The burden of proof for the existence and amount of the damage lies with the contractual partner.
- 16.5. The above exclusions and limitations of liability shall apply to the same extent in favor of employees and other vicarious agents of the contractor.

- 16.6. The contractual partner shall indemnify and hold harmless the contractor for all direct and indirect damages resulting from the breach of the contractual partner's contractual obligations. In particular, the contractual partner shall pay the contractor for all services that the contractor has to perform due to the breach of contractual obligations in order to be able to offer and operate the software properly and securely again, such as the removal of viruses or malware.
- 16.7. For licenses that support the process according to Section 1.2.1., the following applies: The contractual partner and its employees are responsible for determining the age limits applicable to the sale of certain products in the respective country in which the hardware and software are to be used. These age limits must be communicated to the contractor so that the software can be configured accordingly. The contractor accepts no liability for any errors or omissions in determining the age limits and does not provide legal advice.
- 16.8. The contractual partner and its employees are responsible for ensuring that the person who presents an ID card to them or one of their employees is actually the person to whom the ID card belongs or who is pictured on the ID card.
- 16.9. For licenses that support the process according to Section 1.2.1., the following applies: The software is used exclusively to read the chip in the ID card and to calculate the age of the person depicted on the ID card based on the data contained therein. The software is not intended to detect forged or false ID cards or to verify the authenticity of ID cards. The contractual partner and its employees are responsible for verifying the authenticity of the ID card.
- 16.10. For licenses that support the process according to Section 1.2.2., the following applies: The software serves as a technical aid for detecting irregularities through the automated comparison of optical features, checksums, chip data, and chip signatures. The display of successful technical partial checks does not constitute a guarantee of the authenticity of the ID card. A final assessment and the decision on the acceptance of an ID card always remain exclusively with the contractual partner or its trained personnel. The contractor assumes no liability for damages resulting from the use of forged or manipulated ID cards, provided that the software has properly performed the defined technical inspection steps.
- 16.11. For licenses that support the process according to Section 1.2.2. and a printing function, the following applies: The contractual partner is solely responsible for ensuring that the creation, storage, and destruction of printouts (logs) containing personal data or images of ID cards comply with applicable data protection regulations (in particular GDPR) and respective national ID laws. The contractor assumes no liability for the misuse or unauthorized storage of these printouts by the contractual partner or third parties.

**17. Confidentiality of the contractual partner, publication**

- 17.1. The contractual partner undertakes to keep confidential all information, data, calculations, reports, and programs provided to it in connection with this contract (hereinafter also referred to as "confidential information"). The contractual partner must also ensure that confidential information is only disclosed to its employees or third parties to the extent necessary within the scope of the contractual relationship in question (need-to-know). In the event of disclosure, the contractual partner shall impose this confidentiality clause on these persons accordingly. Information that is generally known or was already known to the respective contracting party prior to the conclusion of the contract by both parties is excluded from this confidentiality obligation.
- 17.2. The obligation under 17.1 . shall continue to apply indefinitely even after termination of the contractual relationship.
- 17.3. The contractor is entitled to reference or publish services provided to the contractual partner, naming the contractual partner, in particular to advertise itself or its services.
- 17.4. The contractor is also entitled to use the contractual partner's company logo for advertising and marketing purposes in print and online media. In addition, the contractor reserves the right to use content that does not contain business-critical or personal data for marketing purposes and as reference material.

**18. Transfer of rights and obligations**

Any assignment of rights and obligations arising from this contractual relationship is only permitted with the written consent of the contractor. The contractor is entitled to transfer its rights and obligations arising from the contractual relationship in question or the entire contractual relationship to third parties. The contractual partner agrees to this transfer upon conclusion of this contract. The contractual partner must be notified of the intended transfer at least 14 days prior to the transfer.

**19. Applicable law, place of jurisdiction, place of performance**

- 19.1. Austrian substantive law shall apply, excluding its referral provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.
- 19.2. For all disputes arising from this contract, including the question of the valid conclusion of the contract and its preliminary and subsequent effects, the exclusive jurisdiction of the competent court in Graz, 1st district, is agreed.
- 19.3. Unless otherwise agreed, the place of performance for deliveries and services provided by the contractor is the contractor's registered office.

**20. Final provisions**

- 20.1. Amendments or additions to this contract must be made in writing. This also applies to any amendment to the written form requirement.
- 20.2. The contractual partner is obliged to notify the contractor of any changes to its business address and/or email address, otherwise declarations by the contractor shall be deemed to have been received if they are sent to the last known business address or email address.
- 20.3. Should individual provisions of this contract be or become void, unenforceable, and/or invalid, this shall not result in the voidness, unenforceability, and/or invalidity of the entire terms of use. In this case, the contracting parties undertake to agree on a provision that comes closest to the economic purpose of the void, unenforceable, and/or invalid provision. The same applies to any gaps in this contract.
- 20.4. The contract language is English. These Terms and Conditions are provided in both German and English. In the event of any conflict, discrepancies, inconsistencies or doubts as to interpretation between the English and the German version of these General Terms and Conditions, the German version shall prevail. The German version is the sole legally binding version of these Terms and Conditions