

General Terms and Conditions

IT Services

This document is a translation of the German original and is provided for information purposes only. In case of any discrepancies or doubts regarding interpretation, the German version shall prevail.

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1. General

1.1.

The Contractor provides the Customer with information technology services and services relating to the operation of hardware and software components in compliance with the attached Service Level Agreements (SLAs), which form an integral part hereof.

1.2.

These General Terms (GT) apply to all present and future services provided by the Contractor to the Customer, even if no express reference is made to the GTC in an individual case when the contract is concluded. Terms and conditions of the Customer shall only apply if they have been acknowledged by the Contractor in writing.

1.3.

The Contractor is entitled to amend these GTC with effect for the future insofar as the amendment is required by mandatory statutory provisions, decisions of authorities or courts, security-related requirements or technical adjustments to maintain the services, and the purpose of the contract and the essential rights and obligations of the Customer are not impaired thereby. The Customer shall be informed of amendments in text form at least six weeks before they take effect.

2. Scope of Services

2.1.

The exact scope of the Contractor's services is set out in the respective SLA with the Customer. Unless otherwise agreed, the Contractor provides the services during the Contractor's usual business hours as specified in the SLA. The Contractor shall ensure the provision and availability of the services in accordance with the respective SLA.

2.2.

The facilities and technology used by the Contractor to provide the services are based on the Customer's qualitative and quantitative service requirements as determined on the basis of the information provided by the Customer. If new requirements of the Customer necessitate a change to the services or the technology used, the Contractor shall submit a corresponding offer at the Customer's request.

2.3.

The Contractor is entitled to change the facilities used to provide the services at its own discretion if no impairment of the services is to be expected. The provisions of Section 13a remain unaffected.

2.4.

Services provided by the Contractor that the Customer uses beyond the agreed scope of services shall be remunerated by the Customer according to the actual personnel and material expenditure at the Contractor's applicable rates. This includes, in particular, services outside the Contractor's usual business hours and the analysis and elimination of malfunctions and errors caused by improper handling or operation by the Customer or other circumstances for which the Contractor is not responsible. This does not apply to reports of suspected security events pursuant to Section 13a.7 made by the Customer

in good faith. Training services are generally not included in the services and require a separate agreement.

2.5.
If the Contractor arranges services of third parties at the Customer's request, these contracts are concluded exclusively between the Customer and the third party under the third party's terms and conditions. The Contractor is only responsible for the services it provides itself.

3. Customer's Obligations to Cooperate and Provide

3.1.
The Customer undertakes to support all measures required for the provision of the services by the Contractor. The Customer further undertakes to take all measures that are required to fulfil the contract and are not included in the Contractor's scope of services.

3.2.
If the services are provided on site at the Customer's premises, the Customer shall provide, free of charge, the network components, connections, power supply including peak voltage compensation, emergency power supplies, floor space for equipment, workstations and infrastructure (e.g. air conditioning) in the extent and quality required for the Contractor to provide the services. In any case, the Customer is responsible for compliance with the requirements specified by the respective manufacturer for the operation of the hardware. The Customer shall likewise ensure room and building security, including protection against water, fire and unauthorised access. The Customer is itself responsible for special security precautions (e.g. security cells) on its premises. The Customer is not entitled to give instructions of any kind to the Contractor's employees and shall address all requests regarding the provision of services exclusively to the contact person named by the Contractor.

3.3.
On the agreed dates and at its own expense, the Customer shall provide all information, data and documents required by the Contractor to carry out the order in the form requested by the Contractor and, upon request, support the Contractor in problem analysis and troubleshooting, the coordination of processing orders and the coordination of the services. Changes to the Customer's workflows that may cause changes to the services to be provided by the Contractor for the Customer require prior coordination with the Contractor with regard to their technical and commercial effects.

3.4.
Unless expressly included in the Contractor's scope of services, the Customer shall provide a network connection at its own risk and expense.

3.5.
The Customer is obliged to treat the passwords and log-ins required to use the Contractor's services confidentially.

3.6.
The Customer shall additionally keep the data and information handed over to the Contractor in its own custody so that they can be reconstructed at any time in the event of loss or damage.

3.7.
The Customer shall fulfil all obligations to cooperate incumbent upon it in such a timely manner that the Contractor is not hindered in providing the services. The Customer shall ensure that the Contractor

and/or third parties commissioned by the Contractor are granted the necessary access to the Customer's premises for the provision of the services. The Customer is responsible for ensuring that the employees of its affiliated companies involved in the performance of the contract, or third parties commissioned by it, cooperate accordingly in the performance of the contract.

3.8.
If the Customer does not fulfil its obligations to cooperate on the agreed dates or to the intended extent, the services provided by the Contractor shall nevertheless be deemed to have been provided in conformity with the contract despite any limitations. Schedules for the services to be provided by the Contractor shall be postponed to a reasonable extent. The Customer shall separately remunerate the additional expenses and/or costs incurred by the Contractor as a result at the Contractor's applicable rates.

3.9.
The Customer shall ensure that its employees and third parties attributable to it handle the facilities and technologies used by the Contractor, as well as any assets provided to it, with care; the Customer is liable to the Contractor for any damage insofar as it was caused by the Customer or by persons attributable to it.

3.10.
Unless otherwise agreed, provisions and cooperation by the Customer are free of charge.

4. Personnel

If, under the agreements made between the contracting parties, employees of the Customer are taken over by the Contractor, a separate written agreement shall be concluded in this regard.

5. Change Requests

Both contracting parties may request changes to the scope of services at any time ("Change Request"). However, a requested change must set out a precise description of the change, the reasons for it and its impact on scheduling and costs in order to give the recipient of the Change Request the opportunity to make an appropriate assessment. A Change Request only becomes binding once legally signed by both contracting parties.

6. Service Disruptions

6.1.
The Contractor undertakes to provide the services in accordance with the contract. If the Contractor does not provide the services at the scheduled times or only defectively, i.e. with material deviations from the agreed quality standards, the Contractor is obliged to begin remedying the defects immediately and to provide its services properly and free of defects within a reasonable period by, at its discretion, repeating the affected services or carrying out the necessary rectification work.

6.2.
If the defect is based on provisions or cooperation by the Customer or on a breach of the Customer's obligations pursuant to Section 3.9, any obligation to remedy the defect free of charge is excluded. In these cases, the services provided by the Contractor shall nevertheless be deemed to have been

provided in accordance with the contract despite possible limitations. At the Customer's request, the Contractor shall remedy the defect against payment.

6.3.
The Customer shall support the Contractor in remedying defects and provide all necessary information. The Customer shall report defects to the Contractor without delay in writing or by e-mail. The Customer shall bear the additional effort for troubleshooting resulting from late notification.

6.4.
The provisions of this Section apply mutatis mutandis to any deliveries of hardware or software products from the Contractor to the Customer. The warranty period for such deliveries is 6 months from handover. Section 924 of the Austrian Civil Code (ABGB) "presumption of defectiveness" is excluded by mutual agreement. For any third-party hardware or software products provided to the Customer by the Contractor, the respective warranty conditions of the manufacturer of these products take precedence over the provisions of this Section. The Contractor retains ownership of all hardware and software products delivered by it until full payment has been made.

6.5.
The Contractor is entitled to temporarily restrict or interrupt services and to block systems, services, content or access insofar as this is necessary and proportionate, in the Contractor's dutiful discretion, to avert a specific threat to the security, integrity or availability of services, systems or data of the Contractor, the Customer or third parties ("Emergency Measure"). This applies in particular in the event of security vulnerabilities, attacks, misuse or orders by authorities. In doing so, the Contractor shall take the Customer's legitimate interests into account wherever possible, inform the Customer without delay, if possible in advance, of the measure and its expected duration, insofar as this does not impair the averting of the threat, and restore the services without delay once the threat has ceased, insofar as this is legally and technically possible.

6.6.
Periods of Emergency Measures pursuant to Section 6.5 shall, also in deviation from the SLAs, not be deemed downtime or recovery times, shall not trigger contractual penalties pursuant to Section 7 and shall not constitute a service disruption. Claims of the Customer to a reduction in fees or to damages exist in this respect only if the Contractor caused the threat intentionally or through gross negligence. If the threat originates from systems, applications or content within the Customer's area of responsibility, the necessary expenses shall be remunerated in accordance with Section 2.4. If an Emergency Measure lasts longer than 14 calendar days, the Customer may terminate the affected services with immediate effect, provided they continue to be materially restricted.

7. Contractual Penalty

The Contractor is obliged to comply with the degrees of fulfilment or recovery times by priority specified in the SLA. Should the Contractor exceed the time limits specified in the SLA for recovery, the Contractor shall pay the Customer penalties as per the SLA for each commenced hour of the delay until actual recovery (fulfilment):

The aforementioned penalties per year are capped at 20% of the total annual fee. The assertion of any further claim for damages is excluded, except in cases of intent or gross negligence. Should penalty-relevant delays occur, the Contractor shall be notified of them in writing without delay. The provisions on lawful Emergency Measures pursuant to Sections 6.5 and 6.6 remain unaffected.

8. Liability

8.1.

The Contractor is liable to the Customer for damage demonstrably caused by its fault only in the event of gross fault. This also applies mutatis mutandis to damage attributable to third parties engaged by the Contractor. In the event of culpably caused personal injury, the Contractor's liability is unlimited.

8.2.

Liability for indirect damage – such as lost profits, costs associated with business interruption, loss of data or third-party claims – is expressly excluded.

8.3.

Claims for damages become time-barred in accordance with the statutory provisions, but no later than one year after knowledge of the damage and the party causing it.

8.4.

If the Contractor performs the work with the assistance of third parties and warranty and/or liability claims against these third parties arise in this connection, the Contractor assigns these claims to the Customer. In this case, the Customer shall primarily have recourse to these third parties.

8.5.

If data backup has been expressly agreed as a service, liability for the loss of data is, in deviation from Section 8.2, not excluded, but is limited for the restoration of the data to a maximum of 10% of the order value per case of damage, but no more than EUR 15,000. Warranty and damage claims of the Customer beyond those set out in this contract – on whatever legal grounds – are excluded.

9. Remuneration

9.1.

The fees and conditions to be paid by the Customer are set out in the contract. Statutory VAT will be charged in addition.

9.2.

Travel times of the Contractor's employees count as working time. Travel times are remunerated at the agreed hourly rate. The rates stated change in accordance with the price adjustment clause in Section 9.5. In addition, travel expenses and any accommodation costs shall be reimbursed by the Customer at actual cost. Travel and incidental expenses are reimbursed upon presentation of receipts (copies).

9.3.

The Contractor is entitled at any time to make the provision of services conditional on the payment of advance payments or the provision of other securities by the Customer in a reasonable amount.

9.4.

Unless otherwise agreed in the contract, one-off fees are invoiced after the services have been provided and recurring fees quarterly in advance. Invoices issued by the Contractor, including VAT, are payable without any deduction and free of charges no later than 14 days after receipt of the invoice. The payment terms specified for the overall order apply analogously to partial invoices. A payment is deemed to have been made on the day on which the Contractor can dispose of it. If the Customer is in default of payment, the Contractor is entitled to charge statutory default interest and all costs required for collection. Should the Customer's default exceed 14 days, the Contractor is entitled to suspend all

services. The Contractor is furthermore entitled to declare the fees for all services already provided due immediately, irrespective of any payment terms.

9.5.
Unless otherwise provided in the respective contract, recurring fees (hourly rates) are index-linked. The reference index is the Consumer Price Index 2025 (VPI 2025) published by Statistics Austria or any successor index replacing it. The fees are adjusted annually with effect from 1 January in line with the change in the Consumer Price Index. The relevant change is that of the index value for October compared with the index value for October of the previous year. The first adjustment takes place on the 1 January following the conclusion of the contract. A decrease in the index leads to a corresponding reduction of the fees. It is expressly stated that the Contractor is entitled to calculate and charge any difference resulting from the index adjustment retrospectively within the statutory limitation period. Invoicing a fee that is not or not fully index-adjusted shall not be deemed a waiver of the index adjustment or of the assertion of the resulting difference.

Deviating individual agreements, in particular in contracts or offers, take precedence over this provision.

9.6.
The Customer may only set off against a counterclaim acknowledged by the Contractor or established by final court decision. The Customer has no right of retention.

9.7.
All taxes and duties arising from the contractual relationship, such as legal transaction fees or withholding taxes, shall be borne by the Customer. Should the Contractor be held liable for such taxes and duties, the Customer shall indemnify and hold the Contractor harmless.

10. Force Majeure

If and for as long as obligations cannot be fulfilled on time or properly as a result of force majeure, this does not constitute a breach of contract. Cases of force majeure include, in particular, war, terrorism, natural disasters, fire, strikes, lockouts, embargoes, sanctions, import or export restrictions, official or other sovereign measures, failures of the power supply or of means of transport, large-scale failures or disruptions of telecommunications networks, data lines, internet or backbone infrastructures, cyberattacks, in particular on critical infrastructures, as well as changes in legislation after the conclusion of the contract that affect the services, or other comparable events.

11. Rights of Use to Software Products and Documentation

11.1.
Insofar as software products are provided to the Customer by the Contractor or the Customer is enabled to use software products within the scope of the services, the Customer is granted the non-exclusive, non-transferable, non-sublicensable right, limited to the term of the contract, to use the software products in unaltered form. Mandatory transfer, access and switching rights under Regulation (EU) 2023/2854 remain unaffected.

11.2.
When software products are used in a network, a licence is required for each concurrent user. When software products are used on "stand-alone PCs", a licence is required for each PC.

11.3.
For third-party software products provided to the Customer by the Contractor, the respective licence terms of the manufacturer of these software products take precedence over the provisions of this Section.

11.4.
Unless a separate agreement is made, no further rights to software products are transferred to the Customer. The Customer's rights under Sections 40d and 40e of the Austrian Copyright Act (UrhG) are not affected hereby.

11.5.
All documents provided to the Customer by the Contractor, in particular the documentation for software products, may neither be reproduced nor distributed in any way, whether for consideration or free of charge, unless mandatory statutory rights, in particular under the UrhG or the Data Act, preclude this.

12. Term of the Contract

12.1.
The contract enters into force upon signature by both contracting parties and runs for an indefinite period. The contract may be terminated by either contracting party by registered letter subject to a notice period of 6 months, but no earlier than the end of the minimum term agreed in the contract. For data processing services within the meaning of Art. 2(8) of Regulation (EU) 2023/2854, the provisions of Section 12.7 take precedence with regard to the initiation and execution of a switch of provider. The switching rights provided for therein leave agreed minimum contract terms and the associated payment obligations unaffected in accordance with Section 12.7.8.

12.2.
Each contracting party is entitled to terminate the contract prematurely and without notice for good cause by registered letter. Good cause exists in particular if the other contracting party breaches material obligations under the contract despite a written warning and threat of termination, or if bankruptcy or other insolvency proceedings are applied for, opened or rejected for lack of assets against the other contracting party, or if the other contracting party's services are hindered or prevented for a period of more than six months as a result of force majeure.

12.3.
The Contractor is furthermore entitled to terminate the contract prematurely for good cause if material parameters of the provision of services have changed and the Contractor can therefore no longer reasonably be expected to continue the services from an economic point of view.

12.4.
Upon termination of the contract, the Customer shall immediately return to the Contractor all documents and documentation provided to it by the Contractor, unless statutory retention obligations or rights of the Customer under Section 12.7 preclude this.

12.5.
Upon request, the Contractor shall support the Customer at the end of the contract, at the Contractor's applicable hourly rates, in transferring the services back to the Customer or to a third party named by the Customer. Insofar as these are switching measures owed by law under Section 12.7, fees may only be

charged to the extent permitted under Art. 29 of Regulation (EU) 2023/2854. Separately commissioned services that go beyond the statutory switching obligations are remunerated at the agreed hourly rates.

12.6.

The contract terms of the individual (preliminary) contracts / offers are automatically extended by a further 12 months unless they are terminated 6 months before the end of the minimum contract term. This provision also applies to (preliminary) contracts / offers that have already been extended automatically.

12.7. EU Data Act

12.7.1.

Insofar as the services provided by the Contractor constitute data processing services within the meaning of Regulation (EU) 2023/2854 ("Data Act"), the mandatory provisions of this Regulation in its applicable version apply additionally. The Customer is entitled to initiate a switch to another provider of data processing services or to its own ICT infrastructure at any time. The Customer shall inform the Contractor of the intended initiation of the switch with a notice period of no more than two months. The contract is deemed terminated upon successful completion of the switch of provider. If, instead of a switch of provider, the Customer requests the erasure of its exportable data and digital assets, the contract is deemed terminated upon expiry of the agreed notice period of no more than two months. The Contractor shall inform the Customer of the termination of the contract. Any compensation claims pursuant to Section 12.7.8 remain unaffected.

12.7.2.

The Contractor shall support the Customer in the switch to the extent required under the Data Act and take all reasonable measures to enable an effective, secure and low-friction switch. In particular, the Contractor shall provide the information, data, digital assets and other support services required for the switch, insofar as these are owed under the Data Act. During the switching process, the Contractor shall ensure the continuity of the agreed services, insofar as this is technically possible and legally required, as well as the necessary security, confidentiality and integrity of the data and digital assets.

12.7.3.

The Contractor shall provide the Customer with the data and digital assets exportable under the Data Act in a structured, commonly used and machine-readable format and, where necessary, enable their transfer to the new provider named by the Customer or to the Customer's own ICT infrastructure. Before the conclusion of the contract, the parties shall specify transparently and conclusively in the respective contractual documents, in particular in the offer, the service description, the MSA or the SLA, which categories of data and digital assets are exportable, in which formats and via which interfaces the export takes place, and which data categories are not subject to export due to their nature, statutory requirements or the Contractor's legitimate interests in protection.

12.7.4.

The switch is carried out within the time limits provided for under the Data Act. Unless longer periods are provided for by law, technical support for the switch takes place within a transitional period of no more than 30 calendar days. If compliance with this period is technically not feasible, the Contractor shall inform the Customer within 14 working days of the switching request, stating the technical reasons and an alternative transitional period, which may not exceed seven months. The Customer is entitled to extend the transitional period once by a period it considers appropriate for its purposes. The statutory obligations to maintain the services during the transitional period remain unaffected.

12.7.5.

After completion of the switch or after termination of the contract without a switch of provider, the Contractor shall make the exportable data and digital assets available to the Customer for retrieval for a period of at least 30 calendar days. During this period, the Contractor is entitled to restrict the Customer's access to read-only retrieval of the data. The Customer is responsible for retrieving the data within the retrieval period. After expiry of the retrieval period, the Contractor shall erase the relevant data, with the erasure periods pursuant to Section 13a.4 applying to backups, unless statutory retention obligations or other mandatory legal reasons preclude this.

12.7.6.

Only such fees as are permissible under the Data Act may be charged to the Customer for the switch. Insofar as the conditions for the elimination or limitation of switching charges pursuant to Art. 29 Data Act are met, no switching charges beyond these shall be levied. Before the conclusion of the contract, the Contractor shall inform the Customer transparently of any applicable switching charges and of the conditions and restrictions applicable to the switch. Fees or other payment obligations linked to the early termination of an agreed minimum contract term or fixed contract duration are to be distinguished from switching charges within the meaning of Art. 29 Data Act and remain unaffected in accordance with Section 12.7.8.

12.7.7.

The Contractor shall not unreasonably impede, delay or prevent the Customer's switch to another provider or to its own ICT infrastructure, and shall not employ any technical, contractual or organisational measures that impair the switch contrary to the requirements of the Data Act.

12.7.8.

If, as a result of a switch of provider initiated by the Customer, the contract is terminated before the expiry of an agreed minimum contract term or fixed contract duration, the contractually agreed consequences of early termination remain unaffected. In particular, the Contractor is entitled, as appropriate and proportionate compensation for the early termination, to invoice the fees still outstanding until the regular end of the agreed minimum contract term or contract duration, taking into account the expenses saved as a result of the early termination.

13. Data Protection

13.1.

When handling personal data, the Contractor complies with the provisions of the EU General Data Protection Regulation (GDPR), the Austrian Data Protection Act (DSG) and the Austrian Telecommunications Act 2021 (TKG 2021) and takes the technical and organisational measures required for data protection within the Contractor's area of responsibility. The Contractor processes personal data of the Customer exclusively in connection with the provision and administration of the products or services and invoicing in accordance with the (preliminary) contracts and offers and in compliance with the applicable statutory provisions.

13.2.

In the event of processing on behalf pursuant to the GDPR by the Contractor as processor and the Customer as controller, Anexia's "General Data Protection Terms", as currently valid and published on the Anexia corporate website, or a separately concluded individual "Data Processing Agreement", form an integral part, applicable together with these General Terms and Conditions, of all products and services

used by the Customer in the course of the provision of services by the Contractor and of all existing and future contracts between the Customer and the Contractor, and thus a binding written legal instrument in accordance with Article 28(3) and (9) GDPR. This ensures GDPR-compliant cooperation in data processing for both contracting parties.

13a. Information Security for Cloud Services

13a.1.

The provisions of this Section apply exclusively to services that are expressly designated in the respective service description as cloud services within the scope of an audit report pursuant to BSI C5. In the event of contradictions, the provisions of this Section take precedence over the other general provisions of these GTC. In particular, the provisions of an effectively concluded data processing agreement and the mandatory requirements of the GDPR remain unaffected.

13a.2.

Responsibility for information security is shared between the Contractor and the Customer. The current "Information Security Policy for Customers" published by the Contractor forms an integral part of these GTC. The Customer is responsible in particular for the secure configuration of the services in accordance with the guidelines provided by the Contractor, for the management of its users, permissions, access credentials and keys, for the classification of its data and for data backups, unless these are expressly agreed as a service. If a malfunction or security incident is based on a breach of these obligations, Section 6.2 applies mutatis mutandis.

13a.3.

The Contractor processes and stores the Customer's data, including backups, exclusively in the countries agreed in the offer or service description or selected by the Customer within the available options. Within these countries, the Contractor is free to choose the data centre. The Contractor shall announce a relocation to another country at least three months in advance. If the Customer does not object within six weeks of receipt of the announcement, consent shall be deemed granted. In the event of an objection, each contracting party is entitled to terminate the affected services as of the date of the planned relocation. For personal data, a relocation to a country not previously agreed requires the prior documented consent of the Customer. The statutory requirements for international data transfers remain unaffected.

13a.4.

Erasure pursuant to Section 12.7.5 covers all data of the Customer, including metadata and backups. It is carried out using a state-of-the-art procedure that precludes recovery. Data in backups are erased no later than at the end of the retention cycle specified in the service description or, in the absence of such specification, within 90 days after the end of the retrieval period. For personal data, the Customer's right to return or erasure pursuant to Art. 28(3)(g) GDPR remains unaffected.

13a.5.

The Customer consents to access to the Customer's data by employees of the Contractor and third parties commissioned by it, insofar as such access is required

(a) to carry out requests or orders of the Customer, in particular via the Contractor's ticket system,

(b) for operation, maintenance or troubleshooting within the scope of the agreed services,

(c) to maintain the security, integrity and availability of the services, in particular to avert attacks, misuse or imminent threats, or

(d) to fulfil statutory or regulatory obligations.

The Contractor shall inform the Customer of any other access within 72 hours, stating the reason, time, duration, type and extent of the access. This does not apply to access to encrypted data where the encryption has not been removed. For personal data, the requirements of Art. 28 GDPR, in particular with regard to the Customer's documented instructions and the engagement of further processors, as well as mandatory statutory notification obligations, remain unaffected.

13a.6.

If the Contractor receives a request from an authority or court for access to or disclosure of the Customer's data, the Contractor shall examine its legal basis. It shall only disclose data insofar as it is legally obliged to do so, and only the data covered by the request. The Contractor shall inform the Customer of the request without delay. This does not apply insofar as such information is prohibited by law or by the authorities.

13a.7.

The Contractor shall regularly inform the Customer of the processing status of malfunctions and security incidents affecting the Customer's services and, after their resolution, of the measures taken. The type, channel and frequency of the information are set out in the SLA or the service description. In the absence of any provision, the Contractor shall choose a suitable form, such as a status page or the ticket system. The Contractor shall involve the Customer in the resolution insofar as it considers this necessary. Statutory notification obligations remain unaffected. The Customer shall report suspected or identified security events in connection with the services without delay via the reporting channels designated by the Contractor. Reports made by the Customer in good faith shall not have any adverse consequences for it, even if the event subsequently turns out not to be a security incident.

13a.8.

The Contractor is entitled to further develop and change the services, in particular for reasons of security, the state of the art or statutory requirements, insofar as the agreed service features are not materially impaired. The Contractor shall inform the Customer in a suitable form, for example via release notes or a status page, with reasonable advance notice of material changes affecting the use, security or obligations to cooperate of the Customer. Emergency changes to avert imminent threats may be carried out without prior notice; the Customer shall be informed thereof subsequently without delay. The Customer shall make any resulting adjustments within its area of responsibility at its own expense.

13a.9.

The Contractor demonstrates compliance with its information security obligations by means of audit reports from independent auditors, in particular in accordance with BSI C5 and ISO/IEC 27001, which it makes available to the Customer upon request subject to confidentiality. Audits by the Customer beyond this require a separate agreement and are remunerated according to effort. On-site audits by the Customer or by auditors commissioned by it who are bound to confidentiality and are not competitors of the Contractor take place no more than once per calendar year, with at least 30 days' prior notice, during the Contractor's business hours. Mandatory statutory audit rights remain unaffected.

14. Confidentiality

14.1.

Each contracting party assures the other that it will treat as such all trade secrets disclosed to it by the other in connection with this contract and its performance and will not make them accessible to third parties, unless they are generally known, or were already known to the recipient beforehand without an obligation of confidentiality, or are communicated or provided to the recipient by a third party without an obligation of confidentiality, or have demonstrably been developed independently by the recipient, or must be disclosed on the basis of a final decision of an authority or court.

14.2.

Subcontractors affiliated with the Contractor are not deemed third parties insofar as they are subject to a confidentiality obligation corresponding in content to this Section.

15. Miscellaneous

15.1.

In the contract, the contracting parties shall name knowledgeable and competent employees who can make or initiate the necessary decisions.

15.2.

During the term of the contract and until one year after the end of the contract, the Customer shall not solicit employees deployed by the Contractor to provide the services, either directly or via third parties. For each case of infringement, the Customer undertakes to pay the Contractor a contractual penalty in the amount of twelve times the gross monthly salary last received by the employee concerned from the Contractor, but at least the collectively agreed salary of an employee of companies in the field of automatic data processing and information technology services in the experience level for special activities.

15.3.

Amendments and additions to the contract must be made in writing. This also applies to the waiver of this formal requirement.

15.4.

Should one or more provisions of the contract be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid or unenforceable clause.

15.5.

Any disposal of the rights or obligations existing under the contract requires the prior written consent of the respective other contracting party. However, the Contractor is entitled to transfer the contract to a company affiliated with the Contractor under group law even without the Customer's consent.

15.6.

The Contractor is entitled to use third parties to fulfil its obligations in whole or in part.

15.7.

Unless otherwise agreed, the statutory provisions applicable between entrepreneurs within the meaning of the Austrian Commercial Code (UGB) shall apply exclusively under Austrian law, even if the order is

carried out abroad. The exclusive jurisdiction of the court having subject-matter jurisdiction for the Contractor's registered office is agreed for disputes arising from or in connection with this contract.