The English GTCs are only valid for customers and projects where these English GTCs were explicitly agreed upon as the contractual basis in writing. In all other cases, the German GTCs of Software Quality Lab shall be the exclusive basis of contract.

General Terms and Conditions of Business

1. General Principles / Scope of Validity

1.1. These General Terms and Conditions (GTCs) shall apply exclusively to all legal transactions between the Client (=customer of Software Quality Lab) and the Contractor (= Software Quality Lab). The GTCs shall always apply as amended at the time of closure of contract.

1.2. These GTCs shall also apply to all future contractual relations, and thus also in particular when they are not explicitly referenced in supplementary or follow-on contracts.

1.3. Any conflicting GTCs and conditions for purchasing of the Client shall be invalid (even if they are explicitly specified in contracts, orders or order confirmations) unless explicitly accepted in writing by the Contractor.

1.4. The General Terms and Conditions for Events (GTC-E) of Software Quality Lab. shall apply as amended for seminars, workshops, trainings and other events of Software Quality Lab. In case of conflict of conditions between GTC-E and this GTCs, the GTC-E conditions will be valid.

1.5. In the event of individual provisions of these GTCs being or becoming invalid, the effectiveness of the remaining provisions and the contracts concluded on the basis of the same shall not be prejudiced. The invalid provision shall be replaced by a valid provision that covers the meaning and economic purpose of the invalid provision most closely.

2. Definition of Terms/Synonyms

2.1. Services included in the contractual basis = contracted services.

2.2. Project = the services ordered by the Client from Software Quality Lab in one (1) order

2.3. Unless agreed otherwise = if this has not been regulated in the contractual basis or in a mutual agreement concluded in writing and signed by both parties after conclusion of the contract

2.4. Accounting on basis of actual costs = billing of services provided at the currently valid rates for fees and expenses and subject to the Contractor's terms and conditions of payment, which are kept available internally by the Contractor and can be requested by the Client at any time.

3. Service Offered/Service to be Provided

3.1. The services specified in the binding written offer submitted and in the offer documents (if specified in the offer) shall be offered.

3.2. The services specified bindingly and in writing in the confirmation of order or - if no confirmation of order is returned to customer by Software Quality Lab within 14 days - in the offer provided to the customer shall be provided. If an explicit written contract does not exist, the offer shall be agreed as the bindingly contractual basis, if provision of the services has already been started at the Client's requests or on the grounds of deadlines specified by the Client.

3.3. The offer/contract price only includes the explicitly agreed services. Any services in excess thereof are not included. In particular, the offer/contract price does not include (unless explicitly agreed otherwise in writing):

- Trips that are not explicitly specified in the fixed price or otherwise in the offer/contract.

- Costs of initial training in excess of the contractual basis.

- On-site meetings at the Client's premises that are not specified in the contractual basis.

- Backup of the data stored on the devices affected by the works (e.g. server, workstation computer, …).
  This must be done by the Client before the works are started.

- Elimination of faults caused by the Client or a third party.

- Any other services requested by the Client that were not explicitly contracted.

- Tools and SW products required or used.

4. Conditions for Provision of the Services

The following services to be provided by the Client are the minimum requirements for successful realisation of the project:

- Provision of a competent contact person who will be available for the duration of the project (e.g. for planning meetings, inquiries, test phases, reviews, …), who can respond within a maximum of one workday from MON-FRI and who has decision-making powers (with regard to the project).

- Provision of the necessary staff to collaborate actively in the realisation of the project, and who can provide the resources required from the Client if necessary (or if defined).

- Ensuring smooth communications between the Client's contact persons and the Contractor's consultant, and immediate information of the consultant about any changes relating to the contractual bases (e.g. change of schedule, system environment, contact persons, …).

- The materials required by the Contractor for the project must be handed over to the Contractor by the Client within good time on the agreed dates and in the agreed (suitable) form.

- All the Client's data (e.g. test data, graphics, documents, ...) that are required for performance of the services must be made available by the Client at the agreed times and in compatible electronic form.
Test data must be made available not later than 2 weeks before the start of each test phase.

- Access to the necessary rooms and devices for the Contractor's staff.

- Unless agreed otherwise: Provision of test and/or training devices and the test environment required for testing, as well as the necessary systems and products.

- Backup of the data stored on the devices affected by the works (e.g. server, workstation computer, etc.)

5.   Performance of the Services

5.1.   Unless agreed otherwise, the services shall generally be provided at the Contractor's premises.

5.2.   Project meetings, workshops and coaching for the Client's staff as well as detailed analyses and tests shall be performed on site at the Client's premises as agreed.

5.3.   Trainings shall be performed on site at the Client's premises unless agreed otherwise.

6.   Form of Delivery

Unless agreed otherwise, all documents shall be delivered in electronic form on electronic data carriers or by e-mail in PDF format (unprotected).

Training documents for in-house trainings shall be provided in PDF format (protected, released for printing) (with the exception of certification seminars).

Training documents for certification seminars shall be delivered exclusively in hardcopy.

7.   Handover and Acceptance

7.1.   Acceptance shall be by means of the bindingly agreed contractual bases as well as any additional contractual bases agreed in the course of the project (= acceptance bases) within the scope of an acceptance meeting at the Client's premises after handover of the last documents/services, or implicitly without an acceptance meeting through use of the handed over services/products by the Client.

7.2.   In the case of use by the Client, the services shall automatically be deemed accepted if no major defects are notified by the Client within 2 weeks of the start of use.

7.3.   The Client's project manager may notify any defects with regard to the acceptance basis in the course of acceptance.

7.4.   Notifications of defects shall only be valid if they relate to reproducible defects and if they are documented in writing.

7.5.   Items of the acceptance basis that are not fulfilled shall be remedied free of charge within a reasonable period of grace, whereby the Client shall make it possible for the Contractor to take all the actions necessary for investigation and remediation of the defects. After correction of the relevant items, they shall be inspected by the Client again.

7.6.   After fulfilment of all the outstanding items listed in the acceptance record, the service shall be deemed fully accepted.

7.7.   In the case of defects that do not impair and restrict use of the contractual object significantly (minor defects), these items shall be accepted conditionally and the defects shall be remedied by the Contractor within a jointly defined period of time. Minor defects shall not be permissible as a reason for refusing acceptance.

7.8.   The acceptance record (including acceptance data and list of defects, if applicable) must be sent by the Client to the Contractor not later than within 2 weeks after delivery of the service to the Client in electronic form (format: MS-Office or PDF) by e-mail or on electronic data carriers that are readable for the Contractor.

7.9.   If the sent documents or services are used by the Client and the Client does not perform an acceptance inspection and does not send an acceptance record within 2 weeks of delivery, the document or service shall automatically be deemed to have been accepted without defects. Services demanded after automatic or explicit acceptance by the Client shall be billed to the Client by the Contractor at actual costs at the Contractor's applicable hourly rates.

8.   Extra Works, Reductions, Procedure on Modification of Performance

8.1.   Amendments to the order must be communicated by the Client to the Contractor exclusively in writing or by e-mail.

8.2.   Service modifications that are requested by the Client and for which a binding fixed-price offer was not obtained from the Contractor prior to the start of realisation of the modifications shall be billed at actual cost by the Contractor in addition to the agreed base project price.

8.3.   Documented extra works shall be billed at actual cost by the Contractor in addition to the agreed base project price. Any objections by the Client to the billed extra works must, on acceptance of the extra works otherwise, be expressed in writing within 2 weeks of notification of the extra works.

8.4.   In the event of relevant reductions of the agreed released quantity or other contractual parameters by the Client, the hourly/daily rates underlying the contract may be recalculated and the difference (e.g. in the case of a different scale of discount applicable to the lower quantity) billed by Software Quality Lab.

8.5.   If a minimum quantity is defined in a contract and the minimum quantity is not reached by the end of the project, Software Quality Lab shall be entitled to bill 50% of the quantity not released by the end of the project to the Client without any further

performance obligation in this respect.

8.6. If a fixed-price project cannot be completed within the offered time period for reasons beyond the control of Software Quality Lab, Software Quality Lab shall be entitled to bill the outstanding amounts for the fixed-price project 3 months after the planned end of the project. The obligation to provide services under this project shall lapse 6 months after billing of the services not yet rendered.

8.7. Costs for assistance, diagnoses, as well as troubleshooting for which the Client is responsible, as well as any other corrections, modifications or amendments for which the Client is responsible shall be performed by the Contractor and accounted at actual cost. This also applies to the remediation of defects if there have been any service modifications, amendments or other interventions by the Client himself or by a third party.

9. Postponement of Contract (not valid for events of Software Quality Lab)

9.1. Unless regulated otherwise in writing, a postponement of agreed service deadlines shall only be possible by mutual agreement between the Client and the Contractor. Unless agreed otherwise, no penalty shall be payable for postponements.

9.2. Postponements of the start of provision of services by the Client by more than 6 months as of the start of the performance period agreed in the contract shall - unless agreed otherwise in writing - be regarded as cancellation of the contract by the Client, and in this case the Contractor shall no longer be obliged to perform and shall moreover have the right to charge a cancellation fee of the contract sum not billed yet up to this point in time as set out in the article "Cancellation of Contract".

10. Cancellation of Contract (not valid for events of Software Quality Lab)

10.1. Unless agreed otherwise in writing, cancellation of a contract is possible, whereby a cancellation fee of 10% shall be charged in the case of cancellation up to 8 weeks before the start of performance, 25% up to 4 weeks before the start of performance, and 50% of the unbilled contract sum thereafter.
In the case of standing orders or framework contracts without a concrete total contract volume, the cancellation fee shall be based on a volume of 6 full contract months.
A cancellation shall not be charged in the case of cancellation by the Contractor.

10.2. Cancellation of the contract after the start of performance shall not be possible.

11. Termination for Good Cause

11.1. Termination of the project by the Client shall only be possible if serious defects of the agreed performance are proven and the Contractor is not in a position to remedy the defects within a reasonable period of time.

11.2. In the case of such premature termination of a project by the Client, all services already provided by the Contractor up to this point in time must in any case be paid.

11.3. The Client does not have a right to claim price reduction. Any right to improvement or supplement shall be fulfilled by the Contractor within a reasonable period of time.

12. Guarantee and Liability

12.1. Unless agreed otherwise,

- a prompt inspection and notification duty on the part of the Client (not later than within 10 workdays of handover or delivery) and a warranty period of 6 months as of handover or delivery of the software is agreed for delivered software products.
- a prompt inspection and notification duty on the part of the Client (not later than within 5 workdays of handover or delivery) and a warranty period of 3 months as of handover or delivery is agreed for documents.
- an immediate inspection and notification duty on the part of the Client (not later than on the workday following the day on which the consulting service was provided) and a warranty period of 3 months as of provision of the consulting service is agreed for consulting services.

12.2. Reversal of the burden of proof, i.e. the Contractor's obligation to prove that the defect is not his fault, is excluded.

12.3. The Contractor shall be liable to the Client for damages provenly caused by the Contractor only in the case of gross negligence. Liability for minor negligence is excluded. This also applies mutatis mutandis to damages caused by third parties contracted by the Contractor. The Contractor shall be liable for culpable personal injury in accordance with the statutory regulations.

12.4. Liability for indirect losses, such as loss of profit, costs associated with an interruption of business, data losses, third-party claims, etc., is explicitly ruled out.

12.5. The Client must ensure that all the data concerned have been backed up and are stored safely prior to the performance of tests, system tests or other works on hardware and software systems within the scope of the project, and that recovery of the data is possible in the event of a loss. Any damage to hardware or software that is caused by the fault of the Contractor or his vicarious agents shall be repaired by the Contractor under exclusion of any further claims, provided the Client reports the damage forthwith and an employee of the Contractor has inspected the damage.

12.6. The Contractor shall be released from all liability and obligations under the concluded contract if modifications are made to the contractual deliverables and services by the Client or a third party without the prior written consent of the Contractor, or if the deliverables and services are not used as intended.
In this case the Client also loses all warranty rights.

12.7. Furthermore the Contractor shall not accept liability and warranty for errors, faults or damages due to improper use or use that is not in accordance with the agreement, omission during use, modified system components, interfaces and parameters, use of unsuitable means of organisation and data carriers, where such are specified, abnormal operating conditions (in particular

deviations from the installation, operating and storage conditions), transport damage, as well as improper use or use of the documents and descriptions handed over that is not in accordance with the agreement or incorrect interpretation of the same.

12.8. Inasmuch as the modification or amendment of existing deliverables and services is the subject matter of the contract, the liability and warranty shall apply only to such modification or amendment.
The liability and warranty for the original deliverables and services shall not thus be revived.

13. Copyright and Utilisation Rights

13.1. All rights to the agreed services (documents, process models, software, … etc.) shall, unless contractually agreed otherwise, belong to the Contractor or his licensors.

13.2. However, the Client shall be granted the right to utilise the deliverables and services after full payment of the agreed fee exclusively for his own purposes within his own business within the scope of the terms and conditions specified in the contract. Unless agreed otherwise, the Client merely acquires a utilisation licence limited to the Client with the relevant contract. Further distribution of the deliverables and services by the Client without the Contractor's written consent shall not be permitted.

13.3. The Client's collaboration in the production of the services shall not constitute the acquisition of any rights beyond the utilisation specified in the relevant contract.

13.4. Any infringement of the Contractor's copyrights may result in claims for damages, whereby full satisfaction shall be payable in such a case.

13.5. The Client shall be permitted to make copies for archiving and data backup purposes subject to the condition that no explicit prohibition by a licensor or third-party has been imposed and that all copyright and proprietary information is copied into such copies without modification.

13.6. In the case of confidential materials that should only be accessible to a specific group of persons as contractually specified or by nature, the Client shall take the necessary precautions to ensure security of information and data protection, and shall instruct the relevant individuals accordingly with regard to security of information and data protection.

14. Schedules

14.1. The specified schedules shall always be with reference to the planned schedule specified in the project plan or offer for a written award of contract. In the event of a later award of contract, the schedules stated in the offer or project plan shall be postponed accordingly.

14.2. Deadline extensions shall be deemed agreed in the event of default on the part of the Client, such as delayed acceptance of the deliverables and services or documents (request for offers, …), delayed provision of required materials and data, subsequent modification of the requirements and conditions, as well as other circumstances for which the Contractor is not responsible.

14.3. Force majeure, labour conflicts, natural disasters, disease or transport embargos as well as other circumstances that are beyond the control of the Contractor shall release the Contractor from the obligation to deliver or allow him to redefine the specified schedules. In such cases the Client shall not be entitled to any damages for agreed schedules that are exceeded. In the event of a project abortion in such cases, the above-agreed terms and conditions for abortion shall apply.

15. Naming as Reference

Unless agreed otherwise, the Client shall permit the Contractor to publish general information (not declared as confidential) about the relevant services for advertising and information purposes, and to name the Client and use his logo for such purposes where applicable.
If employees of the Client are named or cited personally, the Contractor shall obtain the prior consent of these individuals.

16. Employee and Partner Protection

16.1. The Client undertakes to ensure partner and employee protection vis-à-vis the Contractor.

16.2. The Client undertakes not to employ any active or former employees of the Contractor in his own company or an affiliated company (subsidiary/parent/sister company) either directly or indirectly through third parties during an ongoing project or contract and for a period of eighteen months after completion of the last ongoing project or contract. In particular this shall also apply to employees who were involved in projects for the Client.

16.3. The Client undertakes not to employ any active or former partners of the Contractor who were involved in projects for the Client in his own company or an affiliated company (subsidiary/parent/sister company) either directly or indirectly through third parties during an ongoing project or contract and for a period of eighteen months after completion of the last ongoing project or contract.

16.4. The takeover of employees or employment of partners of the Contractor by mutual agreement between the contractual partners is exempted from the above provisions.

16.5. In the event of an infringement, the Contractor shall be entitled to demand a lump-sum payment not subject to judicial moderation in the amount of one gross annual salary (plus special payments) based on the monthly average for the last 3 months of employment of the former employee with the Contractor, or in the event of an infringement of the partner protection a lump-sum payment in the amount of 200 daily rates as billed to the Client for the Contractor's respective partner on the basis of the last contract.

16.6. The Contractor additionally reserves the right to take further legally possible action, in particular to sue for injunction.

17. Copyright

Software Quality Lab GmbH

www.software-quality-lab.com

The information in this document and in the documents and services handed over within the scope of the project is the property of the Contractor. Disclosure of this information to third parties in part or in whole shall not be permitted without the prior written consent of the Contractor.

18. Terms of Payment

18.1. All prices are quoted exclusive of sales tax. The term of payment is within 7 days of the invoice date without deduction.

18.2. Contracts with a term of 3 months or more shall be billed monthly in accordance with the services rendered.

18.3. In the case of contracts with a term of less than 3 months, a down-payment of 50% of the agreed project sum shall be billed on award of contract. The remaining amount shall be payable after provision of the agreed services to the Client (normally on handover of the final report or result document by the Contractor).

18.4. In the event of default of payment, Software Quality Lab may charge annual default interest at a rate of 8 percentage points over the base interest rate as of the 1st day overdue.

18.5. Discounts such as early booking discounts and other discounts cannot be combined.

18.6. Invoices are delivered by email electronically. If delivery by letter post is required, a handling fee of EUR 20,- will be charged.

18.7. In the case of ongoing cooperation, it is agreed that at the beginning of a calendar year a price adjustment in the amount of the inflation rate of the previous year announced by Statistics Austria will take place. Software Quality Lab is also entitled to adjust the contractually agreed fees during the year if changes of at least 3% have occurred.

19. Expenses/Travel Costs

Unless explicitly agreed otherwise in the offer/contract, travel costs and expenses shall be billed as follows:

- Travel by car shall be billed at the official mileage rate. Rail travel shall be first class.
In the case of air travel, the tickets (business class) shall be provided by the Customer or billed at cost.

- A travel allowance in the amount of half the hourly rate of the relevant employee shall be billed for travelling time.

- Other expenses shall generally be billed at cost and with presentation of receipts.

20. Service Rates

The prices are quoted with reference to the provision of services on workdays (Mon-Fri, except bank holidays) from 8:00 to 17:00 hours. If services are provided outside these working times, an appropriate percentage mark-up to the agreed rates shall be billed in accordance with the collective bargaining regulations applicable to the Contractor.
In the case of agreed daily rates, a day shall be billed at a fixed rate provided the working time does not exceed 9 hours. Any working hours in excess thereof shall be billed at the agreed hourly rates in addition to the daily rate.

21. Binding Period

Offers shall be valid for 30 days.

22. Further Contractual Bases

22.1. The Client shall not be entitled to transfer rights and obligations under this contract to third parties without the prior written consent of the Contractor.

22.2. The Contractor shall be entitled to contract third parties for the fulfilment of his obligations in whole or in part.

22.3. The deliveries, goods, documents and other services shall remain the property of the Contractor until full payment is received.

22.4. An offset of the Client's claims against the Contractor's claims shall be ruled out.

22.5. Unless agreed otherwise, contracts shall be governed exclusively by the law of the country in which the Contractor is officially registered, whereby the conflicting rules of international private law shall be excluded, even if the contract is performed abroad. The court of jurisdiction in rem at the registered office of the Contractor is agreed as the exclusive venue for any disputes.