Terms and Conditions of IT-Systeme und Consulting GmbH (herein after referred to as "IT-SC") - Status as of June 2022

§ 1 Applicability

1.1 These Terms and Conditions of "IT-Systeme und Consulting GmbH" shall be applicable to all products delivered and services rendered to the customer. They shall also apply to future transactions without explicitly making reference thereto. The version of the Terms and Conditions that will apply to a given contract entered into with a customer shall be the version which is available at the time that the contract is concluded.

1.2 By entering into the contract, the customer agrees to these Terms and Conditions in their entirety. Any other provisions, in particular the customer's own terms and conditions and customer's amendments to these Terms and Conditions shall become integral part of the contract only subject to IT-SC`s express written approval.

§ 2 Offers

2.1 Offers by IT-SC shall be understood to be non-binding unless their binding force is expressly provided in the offer. Contracts shall be effective only subject to the written confirmation of the customer's order by IT-SC.

2.2 In the case that orders differ from the offer, such differences shall become binding only subject to IT-SC`s written confirmation.

§ 3 Scope of Products and Services, Definitions

3.1 The services rendered by IT-SC shall be divided into Simple Services, Product Services and Special Services: "Simple Services" shall be provided for in service contracts. Their purpose is to advise and support the customer. In such cases IT-SC shall not be liable to the customer for any success, but merely for a careful effort. "Product Services" shall be agreed on in product-service contracts. IT-SC shall be liable for the result agreed on. The customer shall be responsible for incorporating those services into its own business procedures. Services owed as special services shall be explicitly referred to as such in offers and/or contracts. "Special Services" shall be agreed on in special-service contracts. Special services shall be rendered with respect to a specifically defined service area and shall, subject to the individual contract, relate to services such as overhaul, maintenance and updatingof software (e.g., by delivering and installing software updates), IT troubleshooting within a defined reaction period, providing substitutes, as well as the changing of components with the necessary parts being provided by IT-SC. Each individual scope of services including an index of components shall be subject to the provisions of the special-service contract with the customer.

3.2 Hardware shall be delivered of the type and specifications prevailing at the manufacturer's at the time that the order is placed. Given the existence of rapid technological changes, IT-SC shall be entitled to supply devices other than those ordered, on the condition that they are equal to the ordered devices and do not have any substantially differing features and functions. Any figures, drawings, technical specifications in offers, folders or other information material, shall represent approximate values only and do not need to be state of the art. They shall not give rise to any liability with respect to qualities guaranteed nor shall they have any relevance for determining the scope of the services to be delivered.

3.3 In the case of software installation by IT-SC, the customer shall be liable for obtaining the relevant licences.

3.4 In the case of ordering licenced software from third parties, the customer accepts the scope of services of that software and applicable software licence provisions both towards the third parties and towards IT-SC.

3.5 Software licenced by IT-SC shall be subject to separate licence provisions, which shall be separately agreed to with the customer in the respective transaction.

3.6 Software supplied by IT-SC must not be forwarded to third parties, not even for a short time or on a temporary basis, unless otherwise agreed on in writing.

3.7 Any statements or commitments made by staff of IT-SC, in particular with respect to program functions, features and deadlines that are not included in the written order documentation handed over to the customer, shall be binding on IT-SC only upon its express written confirmation. Oral statements or commitments shall in no event become an integral part of the contract.

3.8 Any recall, response or service performance periods mentioned in the contracts, in particular in the service contracts, are based on normal conditions. If the delivery of services is delayed, interfered with, partly or wholly prevented due to Force Majeure, late or non-delivery of components or other instruments necessary for performing the service, unusually high customer demands and similar, IT-SC may perform its services within a reasonable period of time. In that case IT-SC shall not be liable for damages or any other claims for payment whatsoever.

3.9 The customer shall be responsible for disposing of packaging material. ARA contributions billed to IT-SC shall be passed on to the customer.

§ 4 Customer's duty to cooperate

4.1 Unless otherwise provided in relation to transport costs, transport costs within the Republic of Austria shall be charged as follows:

- Up to 15 kg   EURO 11.00
- Up to 30 kg   EURO 15.00
- Up to 75 kg   EURO 29.00
- Up to 100 kg   EURO 44.00
- 100 kg and more   EURO 0.45/kg

For deliveries outside Austria please contact IT-SC regarding the respective fees.

4.2 The customer is obliged to give any and all information required for performing the services and to provide the staff needed for the necessary organization meetings. Upon request, the customer shall provide sufficient computer operating and system support time and test data.

4.3 Unless otherwise provided differently in writing, IT-SC shall be entitled to freely choose which and how many of its staff shall be assigned to perform a particular agreed job, with IT-SC reserving the right to make any changes. If IT-SC staff is assigned, the customer agrees to provide them with appropriate work stations, computer times and any technical equipment, documentation and/or information that is necessary for performing the respective job.

4.4 Failure by the customer to comply with its obligation (in particularly as per 4.2 and 4.3 hereunder) despite written warning, will be deemed a default of acceptance.

4.5 In the event that IT-SC fails to perform its services in due course, the customer may, by registered letter, set a certain respite period of 8 weeks minimum and my threat the termination of the contract. The right of termination shall relate only to the defaulted aspect of delivery / performance. If the customer withdraws from the contract after the end of the respite period, the customer shall be entitled to reclaim payments made for that portion of the delivery or service.

4.6 In addition, during the order processing and for six months after the fulfilment of the order, the customer agrees not to attempt to hire staff of IT-SC and affiliated companies in any manner whatsoever or to employ them in any capacity whatsoever. Any breach of this obligation shall render the customer liable for liquidated damages, without recourse to judicial moderation, in the amount of six months' gross salary of that employee.

4.7 The customer agrees to export goods delivered or to cede services rendered by IT-SC to a foreign country or a foreign only subject to the permits obtained and necessary under Austrian, EU or US rules and regulations. In case of breach of this obligation, the customer shall be held liable for any damages IT-SC may incur as a result.

4.8 Any changes within the operational environment or in the place of installation affecting the components of the IT-SC service jobs shall be subject to coordination with IT-SC and, if necessary, amendment of the service contract. In such case IT-SC shall be entitled to charge a reasonably increased service fee and to change the response time. In case the customer fails to notify IT-SC of such changes, IT-SC shall be entitled to deny the service job for the component concerned.

§ 5 Transfer of Risk

5.1 Unless otherwise provided in writing, the place of contract performance shall be the registered offices of IT-SC (place of performance). As soon as the goods ordered are dispatched, any risk relating thereto shall pass to the customer. In case no dispatching is required, the risk shall pass to the customer at the time of the disposing / handing over of the goods. The same applies in the event of the customer's default of acceptance.

5.2 Any deliveries of goods and services shall be made for the customer's account and at the customer's risk. IT-SC shall be free to choose the mode of dispatch, with IT-SC being liable for the choosing in cases of gross negligence only.

§ 6 Acceptance of Product Services

6.1 IT-SC shall be entitled to provide parts of deliveries or parts of services for acceptance (partial acceptance). Partial acceptance is possible for self-contained and functioning parts of services as well as self-contained documents or parts thereof. The criteria of acceptance shall be defined upon mutual consent between the customer and IT-SC.

6.2 The customer is obliged to accept the contractual services performed by IT-SC. Acceptance may not be denied by the customer except for class-1 errors (as defined below).

6.3 The customer agrees to accept the services performed by IT-SC without delay and to confirm such acceptance in writing. IT-SC shall be entitled to attend any acceptance procedure; the same applies to partial acceptance. In that case the last partial acceptance shall be deemed acceptance of the total services.

6.4 Software acceptance shall take place within 10 business days, subject to a function test performed on a test system of the customer.

6.5 Any error must be notified to IT-SC by the customer in writing, providing a verifiable account of error symptoms, including written records, hard copy or other documents, if any, illustrating the error.

6.6 If the customer does not notify IT-SC of any error within thirty (30) calendar days or a period agreed between the parties of provision of the service for acceptance or partial acceptance or if the customer adopts the services in its productive operations, acceptance or partial acceptance shall be deemed completed.

6.7 Error classification

Class 1 -„critical": Practical use of the IT system or parts of it is impossible or unacceptably restricted. The error has a seriously adverse impact on business operations and security; in particular these are errors ruling out further procedures and continued workflow. Function-related examples include system halt without restart, loss/destruction of data, false results of time-critical mass data processing.

Class 2 -„serious": Practical use of the IT system or parts of it is seriously impaired. The error has a substantial impact on business operations and security, but the workflow may be continued. Function-related examples include false or inconsistent processing, noticeable drop below the agreed service data of the IT system, accumulation of short IT errors.

Class 3 -„minor": The practicable use of the IT system or parts of it is slightly restricted. The error has only a marginal impact on business operations or security, workflow is unimpaired. Function-related examples include false error messages, unwarranted standby mode with program restart by pressing a button.

Class 4 -„trivial": The IT system or parts of it may be used appropriately and without restriction. The error has no or only a slight influence on business operations or security. Those errors include visual mistakes or errors that may be avoided by the customer's staff themselves. Function-related examples include: distracting additional screen outputs, documentation errors, typos.

§ 7 Prices

7.1 Prices indicated shall be understood to be net EURO prices, exclusive of VAT. Price quotes are non-binding. Any taxes, charges, or customs fees incurred by the contract and the performance of it shall be borne by the customer.

7.2 Costs of program media (e.g. magnetic tapes, magnetic discs, streamer tapes, magnetic tape magazines, hard discs, flash memory etc) shall be billed separately, except where expressly included in the price of the hardware.

7.3 Any travel or other fees incurred in the process of carrying out the order, shall be borne by the customer in addition to the price agreed. Such fees shall be billed on a monthly basis. Additional costs arising in the event that the customer requests any services out of ordinary business hours (Monday to Friday, 9.00 am until 5.00 pm), shall be borne by the customer, unless otherwise provided in the contract. Travel time shall be considered as working time.

7.4 In the case of default of acceptance, IT-SC's claims for payment shall become due immediately. In addition, the customer is obliged to bear any extra costs incurred. IT-SC is also entitled to determine at its own discretion new deadlines for the delivery of goods and/or services with regard to its other commitments.

7.5 Services, including training and instructing the customer's staff, shall be charged in accordance with the applicable service price list, which can be requested any time.

7.6 IT-SC is entitled to charge Data line costs incurred during the performance of services.

7.7 For long-term (beyond 12 months) contracts, the parties agree on stable-value prices, unless otherwise provided in the contract. Stability of value shall be calculated on the basis of the consumer price index 2020 (VPI 2020) as published every month by theAustrian Statistics Office (Österreichisches Statistisches Zentralamt) or another index taking its place. The stability of the prices is measured by the index number published in the month of concluding the contract. Prices shall be adjusted according to the index as of 1 January of each year. The index number of the month when the contract was concluded is compared to the January index number and thus the percentage for adjusting the prices for the following twelve months. This procedure shall be repeatedon the basis of applicable index numbers in the subsequent contract years, each with the index number of the preceding January as the point of reference.

7.8 Any discounts granted shall be forfeited in case of the customer's default of payment or the openingof insolvency, preliminary or reorganization proceedings. In that case IT-SC shall be entitled to charge the prices indicated in the price list.

§ 8 Terms of Payment

8.1 Unless otherwise provided in the contract, invoices by IT-SC shall be due for payment without any discount within 14 days of the invoice date. As of the 15th day of the invoice date default of payment shall occur without any further request for payment by IT-SC. In the case of default of payment, IT-SC will charge any fees, costs and default interest accrued. The default interest rate is 9.2% above the base interest rate (statutory interest according to Section 456 of the Austrian Commercial Code [UGB]). IT-SC is entitled to charge compound interest; the compound interest rate is 9.2% above the interest rate.

8.2 Fees for special services shall be billed for prepayment according to the intervals agreed in the service contract. In the event of default of payment, the interest rates as per Sec. 8.1 above shall apply.

8.3 The customer shall be entitled to retain payments only upon IT-SC's written confirmation that the customer has rightful performance, guarantee and warranty claims.

8.4 Cheques and bills of exchange shall be accepted upon special agreement and as a token of performance only. Discount and bank fees shall be borne by the customer. Payments shall become valid as soon as the amount due is irrevocably credited to an account of IT-SC. In the case of several outstanding

customer accounts, incoming payments shall be allocated at IT-SC's discretion, irrespective of the customer's allocation.

8.5 In case of the customer's default of payment, IT-SC shall be entitled to retain deliveries arising from other orders placed by the customer. As soon as outstanding accounts are settled, IT-SC shall be entitled to set a new deadline for delivery, taking into account its other delivery commitments, on a fair and equitable basis.

§ 9 Termination of Long-Term Contracts

9.1 Unless otherwise expressly provided in writing, service contracts shall be entered into for an indefinite term and may be terminated both by IT-SC and/or the customer keeping with a six-month notice period at the end of the year. The customer waives termination for the first three years of the term.

9.2 Other long-term contracts may – unless otherwise provided in writing – be terminated by either party keeping with a three-month notice period at the end of each calendar quarter.

9.3 Unless otherwise provided in writing, use permits granted for IT-SC-licenced software shall expire at the time when the termination of the long-term contract becomes effective.

§ 10 Warranty for Goods

10.1 The period of warranty for goods (hardware and software) shall be 12 months, irrespective of the title of delivery (purchase agreement, product-service or service contract). For software products it is agreed that if the customer and the software manufacturer have agreed on a shorter warranty period, that (shorter) period shall also apply to the contract between thecustomer and IT-SC too.

10.2 Basically, the period of warranty starts when the goods are handed over or dispatched (as in the case of delivery of hardware and standard software) or, as in the case of individual adjustments or individual software, when the product is wholly and/or partly accepted. The customer shall not have any right of recourse as under Section 933b of the Austrian Civil Code [ABGB]. The presumption of a defect according to Section 924 of the Austrian Civil Code [ABGB] shall be excluded.

10.3 There shall be no warranty by IT-SC for used goods.

10.4 In the event that any of the customer's goods are left with IT-SC for storage, IT-SC shall not be held liable for any damage that may be caused by the storage, except in the case IT-SC is found to have acted with gross negligence.

10.5 Under the warranty IT-SC is solely obliged to repair the errors and/or defects identified by correction or, at its discretion, replacement delivery.

10.6 In the process of repairing defects, IT-SC shall be entitled to replace either parts of the defective object or the defective object in its entirety, as long as this does not cause any deterioration of the subject matter of the contract / scope of performance.

10.7 In relation to third-party products IT-SCshall be obliged to have the repair of defects done by the manufacturer and/or supplier and, at its discretion, to assign its claims arising therefrom to the customer for direct settlement. In that case, the warranty, guarantee and maintenance provisions as set forth by the manufacturer and/or supplier shall apply.

10.8 Repair and replacement deliveries may take place on the premises of IT-SC, of the manufacturer/supplier or on site, as IT-SC may choose. If repair and replacement deliveries are carried out on the customer's premises, the customer shall bear the transport fees and any fees incurred. If the repair is performed on the premises of IT-SC or the manufacturer/supplier, the customer shall bear the costs of transport to and from the performace site.

10.9 There is no warranty for production facilities and parts that are subject to natural wear-and-tear, or for damages caused by excessive or improper use.

10.10 Further, IT-SC shall not warrant for errors, failures or damages caused by improper use, change of operating system components, interfaces or parameters, use of unsuitable organization facilities and data media or abnormal operating conditions (in particular differing from installation or storage conditions).

10.11 Any warranty shall be forfeited if the customer installs accessory devices and/or accessory software without IT-SC's prior written approval or if the customer manipulates / repairs devices and software, without expressly coordinating with IT-SC or by staff that has not been authorized by IT-SC.

10.12 Costs incurred by unreasonable and unjustified complaints shall be borne by the customer on the basis of applicable prices.

10.13 In the event that hardware devices are supplied and software is to be installed on that hardware (which service shall be billed separately) and that hardware proves defective without the fault of IT-SC, requiring the duly installed software to be re-installed, IT-SC shall be entitled to charge separate fees for both the first, second and subsequent software installation(s) as may be requested by the customer.

10.14 IT-SC does not warrant the functionality of any hardware or software supplied by third parties or produced by the customer that is used in connection with hardware and software delivered by IT-SC.

10.15 IT-SC does not warrant the uninterrupted readiness for operation of components or facilities.

§ 11 Warranty for Product Services

11.1 The warranty period shall be 12 months, commencing on the date of acceptance or on the date of starting productive operations.

11.2 The presumption of a defect according to Section 924 of the Austrian Civil Code [ABGB] shall be excluded. The customer shall not have any right of recourse as under Section 933b of the Austrian Civil Code [ABGB].

11.3 IT-SC does not warrant for any programs that are amended afterwards by the customer's software engineers or third parties.

11.4 If the customer's order relates to the amendment or modification of existing programs, IT-SC's warranty shall relate only to that amendment or modification. This does not renew IT-SC's warranty for the original program.

11.5 IT-SC will charge fees for support, fault diagnosis, troubleshooting which the customer has to account for and for any other corrections, modification or amendments carried out by IT-SC. The same applies for any malfunction caused by modifications, amendments or other manipulation of the program by the customer or third parties.

§ 12 Retention of Title / Conditional Sale

12.1 IT-SC retains title of ownership and - in the case of licenced software – rights of use to any and all goods delivered by it (e.g., devices and software products sold) until complete payment. The customer shall be entitled to sell the goods in its ordinary course of business if the goods are acquired for the purpose of resale and if the customer discloses to IT-SC the identity of the third-party customer. The customer hereby agrees to assign its claims against third parties arising from the resale to IT-SC and to make appropriate reference of that assignment in its books and on its invoices. Upon assignment of the claim the customer shall be entitled to collect payment of the claim. IT-SC reserves the right to collect the debt itself if the customer fails to duly and timely perform its payment obligations (default of payment). Any pledging or chattel mortgage shall be prohibited. The customer is obliged to defend against third-party claims to the conditional sale, referring to IT-SC's rights and to notify IT-SCimmediately.

12.2 In the case of the customer's default of payment the customer is obliged to return the goods and licenced software immediately upon IT-SC's request. IT-SC's request for returning the goods and software shall be deemed termination of the contract only subject to IT-SC's express and written statement to this effect. IT-SC is entitled to freely commercialize its retained title of ownership to the goods and the rights of use to licenced software, with the proceeds from it being set off against the customer's debt. In the case of payment default, IT-SC shall be entitled to make future deliveries or perform future services whatsoever only upon the customer's prepayment or

guarantee of payment of future fees (this also applies to fees for long-term contracts).

12.3 In the case that insolvency, preliminary or reorganization proceedings are opened against the customer as well as in the event of default of payment asserted beyond an 8-day respite, IT-SC is entitled to claim retention of title and/or reserved rights of use. Assertion of those rights shall only be deemed termination of the contract subject to IT-SC`s written statement to this effect, and, in the case of IT-SC`s asserting these rights, IT-SC shall be entitled to claim full payment of the total debt or to recover the outstanding amount from commercializing the goods or rights of use to licenced software products.

12.4 In the event that goods (components) are replaced under a service contract, the title of ownership to the new goods (components) shall be transferred to the customer no earlier than after one year, even in the case of full settlement of the service fees due. Until then IT-SC is entitled to re-exchange such components, in particular if IT-SC installed a more advanced version of certain goods (components) than would have been necessary under the service contract in an attempt to quickly solve the customer's problem. As soon as goods (components) are replaced at the customer's place, the replaced goods (components) shall become the property of IT-SC. By entering into the service contract, the customer warrants that goods (components) previously acquired by the customer or bought from a seller other than IT-SC, are solely the property of the customer and that they are in a fully functional state, with the customer providing IT-SC an opportunity to make inspections to that effect.

§ 13 Rights of Use and Intellectual Property

13.1 Any and all rights to any working results elaborated and achieved by IT-SC and/or IT-SC staff under the order placed by the customer, in particular any and all rights to computer programs shall remain with IT-SC. Unless otherwise provided in the contract, the customer shall not acquire any rights beyond the use defined in the contract by cooperating in the process of producing or adjusting the software. Any breach of IT-SC's copyright will result in IT-SC claiming damages. The customer is liable for a full compensation (including i.e. loss of profit).

13.2 Subject to full payment of all invoices from the order, the customer shall be granted a simple, non-exclusive and non-assignable right to use the programs supplied in the release version applicable at the time of delivery for its own internal purposes in the business areas as agreed with IT-SC. The customer shall in particular not be entitled to unduly reproduce, back-up, edit or make available to third parties the program.

§ 14 Set-Offs and Damages

14.1 The customer shall be entitled to set off its claims against IT-SC's claims only subject to IT-SC's written acknowledgment of the claim or if the claim has been established by a court of law.

14.2 Axians shall be liable for damages whatsoever (i.e. damages that may arise on grounds of default of delivery, non-performance, positive breach of contractual duties, culpability at the time of entering into the contract etc.) only if there is evidence of gross negligence by IT-SC or its statutory or performing agents. Any claims arising therefrom shall become time-barred after 12 months of notice of both damage and liable party, in any event no later than three years of the performance of the service or delivery. Any indemnification for consequential damage, loss of profit, non-earned savings, loss of interest or damages from third-party claims against IT-SC shall in any event, within the limits of applicable laws, be excluded. In all cases of IT-SC's liability for damages, in particular according to sentence 1 hereunder, IT-SC's liability shall, irrespective of the underlying legal ground, be confined to the higher of the following amounts: EUR 500,000.00 or price paid for the product or service (for recurring fees the fees for 12 months shall apply), each on the basis of the product or service that has caused the damage or that is the subject matter of the claim or directly related thereto.

§ 15 Confidentiality

15.1 Both IT-SC and the customer agree to keep strictly secret and confidential any business or company secrets of the respective party that may become known to them, in particular also for the time after termination of the contract.

§ 16 Final Provisions

16.1 IT-SC reserves the right to use subcontractors for the performance of its duties.

16.2 In the event that any provisions are deemed invalid, ineffective or unenforceable, the validity of all other provisions and of these Terms and Conditions in their entirety shall not be affected.

16.3 Any disputes arising from a contract, including disputes over whether or not a contract is valid and effective, shall exclusively be settled by that court in Linz that has subject-matter jurisdiction.

16.4 The contract shall be governed by Austrian law without recourse to the UN Convention on Contracts for the International Sale of Goods or conflict-of-law rules.