

GENERAL TERMS AND CONDITIONS

1.10.2020

1. Scope of contract and validity

- 1.1. These general terms and conditions in their current version are exclusively applicable on all our services.
- 1.2. Any deviating or conflicting terms and conditions of the contracting authority are not acknowledged by sequality. Sequality is not obliged to reject the terms and conditions of the contracting authority, even if their terms and conditions specify their own applicability as an explicit condition.
- 1.3. In addition, these general terms and conditions are applicable on the entire business relation with the contracting partner. They are therefore also applicable for future business transactions with the same contracting partner.
- 1.4. Our terms and conditions are accessible at any time and can be downloaded from our homepage at <http://www.sequality.at/agb/>. Customers are entitled to save and print them in reproducible form.

2. Offers

- 2.1. Offers are governed by the rules specified under these terms and conditions at all times and are generally non-binding.
- 2.2. It is forbidden to reproduce offers and project documentations, as well as to grant access to them to third parties without prior agreement of sequality.
- 2.3. Verbal information, collateral agreements, as well as other statements and confirmations in any form are invalid, unless confirmed in writing prior to the conclusion of a contract.

3. Conclusion of contract

- 3.1. Orders are only considered as accepted when confirmed in writing, or after an execution of the order has taken place.
- 3.2. In case a confirmation of order executed by sequality includes changes in comparison to the original order, these changes are considered as accepted in case the contracting authority does not contradict in writing immediately.

4. Services and inspection of services

- 4.1. The basis for the development of individual software is a performance specification in writing provided by the client.
- 4.2. Designated hardware and/or special software is provided by the client for the duration of the project.
- 4.3. Software packages require a takeover by the client within one week from the date of delivery. In case the client does not confirm the receipt, the services are considered as accepted after the expiration of seven days from the date of delivery.
- 4.4. The client is obliged to report any arising defects to the contractor in an adequately documented manner.
- 4.5. The client is not entitled to reject a software due to marginal defects.
- 4.6. Trainings and workshops are charged separately.
- 4.7. It is the obligation of the client to ensure that the content provided by the client is in accordance with the legal framework, in particular with regard to the competition, trademark, copyright and administrative laws.

5. Prices, taxes, and fees

- 5.1. The prices are quoted in Euro excl. VAT ex registered office of the contractor.
- 5.2. All services (programming, consulting, training, etc.) are charged at the rates valid on the day the service is executed.
- 5.3. The costs of travel, daily allowances, and overnight allowances are charged separately to the client in accordance with the applicable rates. Travel times are considered as working hours.

6. Delivery date

- 6.1. The aimed completion dates can only be met if the client provides the complete set of necessary work, documents and service descriptions on the dates specified by the contractor. Furthermore, deadlines can only be adhered if the client meets the obligation to cooperate to the required extent. The client is obliged to cover any additional costs resulting from delays caused by the client.
- 6.2. The contractor is entitled to carry out partial deliveries and execute partial billing on a monthly basis.

7. Payment

- 7.1. Invoices are payable immediately after the receipt of the respective invoice and free of charge without deduction.
- 7.2. In the event of a delayed payment, interest for delay will be applied in line with standard banking practice.
- 7.3. The client is not entitled to withhold payments due to incomplete total delivery, warranty claims or complaints.

8. Copyright and usage

- 8.1. The client acquires the exclusive right of use and exploitation based on the contract and the results of the work delivered in the context of the contract after the payment of the agreed fee was executed and transmitted to the contractor. All other rights remain with the contractor.
- 8.2. Any infringements of the contractor's copyrights result in compensation claims.
- 8.3. In case the client is provided with software of which the patent/license holder is a third party, the right of use is granted based on the terms of the patent/license holder. The contractor is not responsible for identifying any or all of such patent/license rights.

9. Right of withdrawal

- 9.1. Force majeure and other circumstances beyond the control of the contractor exempt the contractor from the obligation to deliver and/or entitle the contractor to extend the agreed delivery time.
- 9.2. In case the client is not able to create the conditions necessary for execution, sequality is entitled to refuse further execution of the services.
- 9.3. Cancellations by the client require the written consent of the contractor. In addition to the costs incurred due to already executed work and services, cancellation fees amounting up to 30% of the value of the total order not yet settled may apply.
- 9.4. Sequality is entitled to prematurely terminate the contract under important circumstances that make the continuation of the collaboration unacceptable (extraordinary termination), in particular
 - at an opening of bankruptcy or at the rejection of insolvency proceedings because of insufficient assets and one-time default of payment; or
 - at default of payment despite a qualifying payment reminder (including a reasonable extension of the payment period and threat of withdrawing from the contract); or
 - if the client does not meet the necessary and/or agreed obligation to cooperate to the required extent despite a repeated request by the contractor; or
 - in case the non-solicitation agreement (see section 12.) is not adhered to completely; or
 - if the client violates the central terms of the contract and/or the rules of conduct, making it impossible for sequality to continue the cooperation; or
 - at the impossibility of the execution of the order, including not only a de facto sabotage of the provision of service by the client, but also discriminatory or derogatory conduct towards the employees of sequality.
- 9.5. In the case of an extraordinary termination of the contract, the client is obliged to reimburse the costs and expenses incurred for the work and services of the contractor up until this moment.

10. Warranty, maintenance, changes

- 10.1. The contractor guarantees that the software performs the functions as described in the corresponding documentation, provided the software is applied on the software environment conditions specified in the contract.
- 10.2. The prerequisites for the removal of defects in the context of warranty are as follows:
 - Defects are adequately described and reproducible;
 - Availability of the complete set of documentation required for the removal of the defect;
 - No intervention of third parties has taken place in the software;
 - The software is operated in accordance with the documentation.
- 10.3. In case of warranty, rectification takes precedence over price reduction or replacement. In case of a justified complaint, the defects are to be removed within an adequate period during normal working hours. The contractor is guaranteed all necessary cooperation regarding the investigation and removal of the defect.
- 10.4. Costs for software changes or improvements within the responsibility of the client are carried out at the specified rates. This clause also applies if changes and/or interventions were carried out by the client individually or by third parties.
- 10.5. Furthermore, the contractor does not take any responsibility for defects or damages resulting from improper operation, changed operating system components, abnormal operating conditions and/or incorrect installation.
- 10.6. Warranty cannot be applied if a software was subsequently changed by the client or third parties.
- 10.7. If the object of the order is the modification or addition of already existing software, warranty applies on the change or addition only. Any such circumstances do not revive the warranty of the original software.
- 10.8. As a service provider, the contractor works closely with the client's software components. The contractor, however, cannot take any liability for the successful operation of the entire system. The risk assessment of the entire system, as well as the initiation of appropriate measures to ensure a safe operation of the entire system/product are within the responsibility of the client. If applicable, all measures guaranteeing a safe operation of the entire system/product are to be independently communicated to the contractor, to ensure the implementation of all safety precautions applicable for running the service. Meticulous testing of the entire system is within the responsibility of the client, to ensure smooth operations on a daily basis.
- 10.9. Warranty claims expire six months after the delivery of the software.

11. Liability

- 11.1. The contractor is liable to the client for damages notably caused by the contractor only in case of gross negligence and in general to an amount equal to that of the order value. This clause applies correspondingly to damages caused by third parties involved by the contractor.
- 11.2. The liability for indirect damage - such as loss of profits, costs incurred due to operational disruptions, data losses or claims of third parties - is explicitly excluded.

12. Loyalty

The contracting parties commit to mutual loyalty. They refrain from any solicitation or recruitment of employees of the other contracting party involved in the execution of the orders during the duration of the contract and for an additional twelve months after the termination of the contract. This clause extends to a solicitation or recruitment of employees of the other contracting party via third parties. The contracting party violating this clause is obliged to pay an overall compensation at the amount of the designated employee's annual gross salary.

13. Confidentiality

The contracting parties agree to confidentiality and silence with regard to mutual and confidential information, unless one contracting party releases the other contracting party from these confidentiality obligations or if a legal obligation makes it impossible to maintain such confidentiality obligations.

14. Data protection regulations

- 14.1. The contracting authority agrees that their personal data (such as name, address, e-mail address, phone number, fax number, payment conditions) is stored on electronic data carriers. If necessary, this agreement extends to the execution of data storage at the appointment of an outside service provider for automated data processing. Personal data is processed and used for the transmission of different types of information (e.g. via mail, e-mail, newsletter). Outside the mentioned framework, no data will be transmitted to third parties (with the exception of legal or judicial duty of disclosure). The contracting authority can withdraw from this agreement in writing at any time. Each newsletter issued by sequality includes a link to unsubscribe.
- 14.2. Order data is subject to confidentiality and not transmitted to third parties.

15. Miscellaneous

In case any individual paragraphs of this contract are or become ineffective, the remaining content of this contract is not affected. The contracting parties will cooperate under such circumstances to establish a regulation as similar as possible to the ineffective paragraphs.

16. Final Provisions

- 16.1. Unless otherwise agreed, the legal provisions applicable between the contracting parties are exclusively in accordance with the Austrian law, even if the contract is carried out abroad.
- 16.2. In case of any disputes, the contractual parties agree on the exclusive jurisdiction of the court competent in rem for the registered office of the contractor.