



PRI:LOGY[®]
SYSTEMS GMBH

General Terms and Conditions

§ 1 Scope of Application

(1) These General Terms and Conditions ("GTC") apply to all contracts between Prilogy Systems GmbH ("Prilogy") and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) and Section 1 of the Austrian Commercial Code (UGB).

(2) Any deviating or conflicting terms and conditions of the customer shall only apply if Prilogy has expressly agreed to them in writing.

(3) These GTC shall also apply to all future business relationships.

§ 2 Subject Matter of the Contract

Prilogy provides, in particular, the following services:

- Delivery of hardware
- Development of standard and custom software
- System integration and project services
- Procurement and integration of SaaS and cloud solutions
- Maintenance and support

Depending on the nature of the services, the provisions governing contracts of sale, contracts for work and services, or service agreements shall apply.

§ 3 Conclusion of Contract

(1) All offers are subject to change and non-binding.

(2) A contract shall be concluded either by written order confirmation or by the actual provision of services.

§ 4 Prices and Payment

(1) All prices are quoted net of the applicable statutory value-added tax (VAT).

(2) Unless otherwise agreed, invoices are payable within 14 days from the invoice date without deduction.

(3) Individually agreed payment terms shall take precedence over this provision.

(4) In the event of late payment, the statutory default interest shall apply.

(5) Prilogy shall be entitled, in the event of late payment, to suspend its services until full payment has been received.

§ 5 Delivery and Transfer of Risk

(1) Deliveries shall generally be made ex works (EXW), unless expressly agreed otherwise.

(2) If shipment has been agreed, it shall be carried out at the customer's expense and risk.

(3) The applicable delivery terms (e.g., EXW, FCA, DAP in accordance with Incoterms) shall be specified in the offer or the order confirmation and shall prevail over these GTC.

(4) The risk of accidental loss and accidental deterioration shall pass to the customer at the latest upon handover to the carrier.

(5) Teillieferungen sind zulässig, soweit sie für den

§ 6 Hardware / Products

(1) The delivered products comply with the state of the art as well as with the statutory provisions and technical standards applicable at the time they are placed on the market.

(2) Installation, commissioning, and operation of the products must be carried out by qualified personnel and in compliance with the applicable statutory provisions and technical standards.

(3) The customer is responsible for the proper installation, intended use, and operation of the products.

(4) To the extent permitted by law, any liability for damages resulting from improper installation, commissioning, use, modification, or maintenance is excluded.

(5) The customer shall comply with the installation and operating instructions provided by Prilogy.

§ 7 System Integration and Third-Party Software

(1) To the extent that Prilogy provides services based on third-party software solutions, these constitute integrated system solutions comprising software components from third-party providers, customer-specific parameterization, as well as interfaces, extensions, and visualizations created by Prilogy.

(2) All rights to the underlying third-party software shall remain exclusively with the respective manufacturer or licensor.

(3) In connection with third-party software, Prilogy shall only owe the agreed integration, customization, and implementation services.

(4) To the extent permitted by law, any liability for the functionality, availability, security, or error-free operation of the third-party software is excluded.

(5) Malfunctions, errors, or failures attributable to third-party software shall not constitute a defect in the services provided by Prilogy.

(6) Changes or updates to third-party software may affect the functionality of the integrated solution; ongoing compatibility is not owed.

(7) Use of the overall solution requires that the customer holds valid usage rights for the third-party software employed.

§ 8 Software

(1) Prilogy shall provide software in accordance with the state of the art.

(2) Complete freedom from defects is not owed.

(3) A software error shall only constitute a defect if it materially impairs the contractual use and is reproducible.

(4) Prilogy shall remedy defects by means of updates, patches, or workarounds.

§ 9 Usage Rights and Licensing Terms

(1) Unless expressly agreed otherwise, the customer shall receive a simple, non-exclusive, non-transferable, and non-sublicensable right to use the software provided by Prilogy for its own internal business purposes.

(2) The use is limited to the scope agreed in the contract, in particular with regard to the number of users, locations, systems, or duration.

(3) Any transfer of the software to third parties, in particular by way of sale, lease, rental, or otherwise making it available, is not permitted without Prilogy's prior written consent.

(4) The customer is not entitled to modify, adapt, decompile, disassemble, or otherwise technically analyze the software, unless such actions are mandatorily permitted by law.

(5) To the extent that Prilogy develops custom software, all intellectual property rights, in particular copyrights and exploitation rights, shall remain with Prilogy, unless expressly agreed otherwise in writing.

(6) The customer shall receive usage rights to custom software exclusively in accordance with paragraph (1), limited to the agreed purpose of use.

(7) Interfaces, extensions, and visualizations created by Prilogy shall be deemed custom software.

(8) Use of the overall solution requires that the customer holds valid usage rights for any third-party software employed.

(9) Changes or updates to third-party software may affect the solution; ongoing compatibility is not owed.

(10) Open-source components shall be subject to their respective license terms.

§ 10 Custom Software / Projects

(1) Services shall be subject to acceptance.

(2) Acceptance shall be deemed to have occurred if: the solution has been made available for use and the customer uses it in production, or no material defects are reported within 10 working days

(3) Material defects are those that significantly impair functionality.

(4) Non-material defects shall not prevent acceptance.

(5) Upon acceptance, the services shall be deemed to have been rendered in accordance with the contract.

§ 11 SaaS/ Cloud

(1) Services may be based on third-party SaaS or cloud solutions.

(2) The respective terms and conditions of such providers shall apply.

(3) Prilogy shall be liable, within the limits of applicable law, for the proper integration of such solutions.

To the extent permitted by law, any liability for the availability, security, or functionality of the SaaS services themselves is excluded.

(4) Any claims must be asserted directly against the respective provider.

§ 12 Service - Levels

(1) Response and recovery times shall be agreed exclusively in separate Service Level Agreements (SLAs).

(2) In the absence of an expressly agreed SLA, Prilogy shall not owe any specific response or recovery times.

(3) Any indications of response times in offers or other documents are non-binding unless they are expressly agreed as part of an SLA.

§ 13 Maintenance / Support

(1) Maintenance services shall be provided as services.

(2) Details shall be governed by separate Service Level Agreements (SLAs).

§ 14 Warranty

(1) The warranty period shall be 12 months.

(2) Defects must be reported in writing without undue delay.

(3) No warranty shall apply in cases of improper use or third-party interference.

(4) Prilogy shall be entitled to cure defects; only after two unsuccessful attempts shall the customer be entitled to further statutory remedies.

§ 15 Liability

(1) Liability shall be unlimited in cases of intent, gross negligence, and personal injury.

(2) In cases of slight negligence, liability shall apply only in the event of a breach of essential contractual obligations (cardinal obligations).

(3) Liability shall be limited to foreseeable damages.

(4) Liability shall be limited in amount to the order value or the annual remuneration, as applicable.

(5) No liability shall be assumed for indirect damages.

(6) Liability under applicable product liability laws shall remain unaffected.

§ 16 Data / IT Security

The customer shall be responsible for data backup.

§ 17 Data Protection

The parties shall comply with the General Data Protection Regulation (GDPR). Where required, a data processing agreement shall be concluded.

§ 18 Confidentiality

Both parties shall be obliged to maintain confidentiality.

§ 19 Force Majeure

Neither party shall be liable for events beyond its reasonable control (e.g., natural disasters, power outages, cyberattacks).

§ 20 Product Liability

Mandatory statutory liability shall remain unaffected.

§ 21 Limitation Period

- (1) To the extent permitted by law, the limitation period shall be 12 months.
- (2) Statutory exceptions shall remain unaffected.

§ 22 Customer's Duty to Cooperate

The customer shall provide all necessary resources. Any delays resulting from a failure to do so shall not be attributable to Prilogy. Any additional costs arising therefrom shall be borne by the customer.

§ 23 Export and Sanctions Regulations

- (1) The customer shall comply with all applicable export control regulations.
- (2) Deliveries to sanctioned countries are not permitted.

§ 24 Compliance and Tax Cooperation

- (1) The customer undertakes to comply with all applicable tax and legal regulations, in particular with regard to value-added tax (VAT), export control, and customs requirements.
- (2) The customer shall provide all information relevant for tax treatment in a complete, accurate, and up-to-date manner (in particular VAT ID number, delivery address, and intended use).
- (3) Prilogy shall be entitled to suspend or refuse performance, or to withdraw from the contract, if there are reasonable doubts as to the legality or tax compliance of the transaction.
- (4) The customer shall indemnify and hold Prilogy harmless from and against all claims, damages, subsequent charges, fines, and other liabilities arising from inaccurate information or unlawful conduct on the part of the customer.

§ Final Provisions

- (1) Any amendments must be made in writing.
- (2) Should any provision of these GTC be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected (severability clause).
- (3) Austrian law shall apply.
- (4) The place of jurisdiction shall be Linz.