



General Business Terms and Conditions

1. Scope of contract and validity

- 1.1. All orders and agreements shall only be legally binding insofar as these are signed in writing with the legally binding signature of the company of the Contractor and shall only obligate to the extent stated in the acceptance of order (in the following referred to as order document). Purchase conditions of the Client shall herewith be excluded for the respective legal transaction and the entire business relationship. All offers are generally non-binding. Orders can be executed as contract for work or services, which will be specifically stated in the order document. The general business terms and conditions can be altered or extended within the order document. If there are contradictions between the order document and the terms stated in this document, the terms stated in the order document have precedence.

2. Scope and assessment

- 2.1. The subject matter of an order may be:
- Consulting
 - Preparing organisational concepts
 - Implementing individual programs
 - Purchasing usage rights of software products
 - Purchasing permissions to use copyrighted products
 - Assisting in start-up (restructuring support)
 - Support
 - Program maintenance
 - Usage of resources of Lines of Future Solutions e.U. (i.e. servers)
 - Miscellaneous services
- 2.2. Individual organizational concepts and programs shall be created depending on the nature and volume of binding information, documents and resources provided in full by the Client. These shall include sufficient practical test data and test facilities provided by the Client in due time, during normal working hours and at their own expense. Should the system be provided by the Client for the test work in regular operation, it shall be incumbent upon the Client to secure the regular data.
- 2.3. The development of individual programs shall be based on the written performance description chargeably created by the Contractor by means of the documents and information provided to them and/or that the Client provides. The Client shall review this performance description in terms of accuracy and completeness and mark it with a sign of acceptance. Subsequent change requests may lead to separate schedule and price agreements.



- 2.4. The Client shall accept the respective program package of individually developed software and/or program adaptations. This should happen immediately after successful acceptance tests - if mutually agreed upon - or after approval and the Client shall verify acceptance on record. (Checks for accuracy and completeness by means of the performance description accepted by the Contractor using the test data mentioned in Clause 2.2.). Should the Client let a two-week period pass without acceptance, the delivered software shall be considered as accepted on the end date of the stipulated period. In any case, the software shall be considered as accepted should it be used in real operation by the Client.

Any defects, that is to say deviations from the performance description agreed upon in writing, shall be reported to the Contractor in written form and with sufficient documentation by the Client; the Contractor shall make efforts to quickly rectify the defects. Should substantial defects, which are reported in writing, occur, i.e. real operation cannot be started or continued, new acceptance shall be necessary after rectification of defects.

The Client shall not be entitled to refuse acceptance of software due to unsubstantial defects.

- 2.5. Should it become obvious during the course of work that fulfillment of the order, according to the performance description, is actually or legally impossible, the Contractor shall immediately notify the Client thereof. Should the Client not adapt the performance description accordingly and/or not create conditions that make possible fulfillment, the Contractor may refuse fulfillment. Should the inability of fulfillment be caused by default of the Client or by a retrospective change of the performance description by the Client, the Contractor shall be entitled to withdraw from the contract. The Client shall reimburse the Contractor any costs and expenses incurred for the work of the Contractor so far as well as for possible disassembly costs.
- 2.6. Delivery of program media, documentation and performance descriptions shall take place at the cost and risk of the Client. Further training and explanations requested by the Client shall be invoiced separately. Insurances shall only be obtained at the request of the Client.
- 2.7. We expressly indicate that a barrier-free design, as defined by the Federal Law on Equality of Persons with Disabilities (Federal Disability Discrimination Act – BGStG) is not included in the quote, unless this was separately/individually requested by the Client. Should a barrier-free design not have been agreed upon, it shall be incumbent upon the Client to check the admissibility of the service with regard to the Federal Disability Discrimination Act. Moreover, the Client shall check the content they provide in regard to legal admissibility, particularly in terms of competition, brand, administrative law and copyright. The Contractor shall not be liable to the Client in cases of minor negligence or after fulfilling a possible duty to warn for the legal admissibility of content provided by the Client.
- 2.8. Every contracting party can suggest changes of the order document. After inspection the receiver shall submit its approval or denial immediately and justified. If the suggested changes of a customer require an extended inspection, the effort can be billed by Lines of Future Solutions e.U. according to the effort. The changes become effective with an addendum to the original order document.



- 2.9. Lines of Future Solutions e.U. is allowed to use subcontractors for fulfilling the services stated in the order document.

3. Prices, taxes and fees

- 3.1. All prices and fees are subject to one or more types: I. Time and material or II. fixed prices. Additional fees (daily and accommodation allowance, travel expenses) can occur, but Lines of Future Solutions e.U. will inform you beforehand. Travel time shall be considered working hours.
- 3.2. All prices shall be calculated in Euros without VAT. These shall only apply for the respective current order. All prices mentioned are quoted from place of business of the Contractor. Expenses for program media (e.g. CDs, USB-Sticks etc.) as well as documents and possible contract fees shall be invoiced separately.
- 3.3. For all services (organizational consultation, programming, initial training, adjustment support, consultation, support, etc.), the work shall be invoiced according to the rates effective on the day of performance. Deviations to the time required as provided by contractual pricing, which is not attributable to the Contractor, shall be invoiced according to actual time required.
- 3.4. Within contracts billed with time and material, the price estimations stated in the order document are non-binding. All price estimations are done in all conscience. If we recognize that the estimation will be exceeded during the contract execution, we will inform you immediately. Lines of Future Solutions e.U. will not exceed the price estimations without consent by the customer and will stop executing the contract until consent is reached if needed.
- 3.5. Prepaid services must be used within the contract duration. Unless otherwise stated in the order document, there will be no refund for unused services.
- 3.6. Fees for ongoing contracts (i.e. support contracts) can be changed by Lines of Future Solutions e.U. with respect to a three months period.
- 3.7. In case of idle time caused by the Client, the idle time is treated as working hours.

4. Delivery date

- 4.1. The Contractor shall strive to meet the agreed deadlines of fulfillment (completion) as closely as possible.
- 4.2. It shall only be possible to meet the intended deadlines of fulfillment provided the Client provides the Contractor with all necessary and complete work and files by the stated deadlines, particularly, the accepted performance description as stipulated in Clause 2.3., and provided the Client meets their obligation of cooperation to the necessary extent.

The Contractor shall not be liable for delivery delays or cost increases caused by incorrect, incomplete or retrospectively changed statements or information and/or documents provided that lead to arrears of the Contractor. The Client shall bear any additional costs incurring therefrom.



- 4.3. The Contractor shall be entitled to make partial deliveries and/or partial invoices for orders consisting of several units and/or programs.

5. Payment

- 5.1. The invoices issued by the Contractor incl. VAT shall be paid within 14 days of receipt of the invoice without deductions and free of charges. In case of partial invoices, the payment conditions agreed upon for the entire order shall apply by analogy.
- 5.2. The Contractor shall be entitled to issue an invoice upon delivery of each individual unit or service for orders consisting of several units (e.g. programs and/or training, implementation in steps).
- 5.3. Within contracts billed with time and material, the invoice issuing - unless otherwise stated - will happen monthly at the end of a calendar month or directly after service provisioning.
- 5.4. Within work contracts where the contract value exceeds EUR 500,- a prepayment of 50% is needed. When the contract value exceeds EUR 2000,- the payment is split into thirds where 30% will be billed as prepayment and 30% in between when reaching a predefined milestone.
- 5.5. Compliance with payment deadlines agreed upon shall form a crucial condition for the performance of deliveries and/or contractual fulfillment by the Contractor. Non-compliance with the agreed payments shall entitle the Contractor to stop ongoing work and to withdraw from the contract. The Client shall bear all expenses related to this as well as loss of profit of the Contractor.

In case of payment arrears, the standard base interest rate shall be charged. Should two installments (in case of partial payments) not be paid, the Contractor shall be entitled to have immediate maturity come into effect and to render any notes payable due for payment.

- 5.6. The Client shall not be entitled to withhold payments due to incomplete overall deliveries, warranty or guarantee claims or defects.

6. Copyright and usage

- 6.1. After payment of the remuneration agreed, the Contractor shall grant the Client a non-exclusive, non-transferrable, non-sub-licensable and indefinite right to use the software to the extent of the purchased licenses, for the simultaneous usage thereof at several work places and the right to use all work results based on the contract of the Contractor for in-house use. The Contractor shall retain all other rights.

Involvement of the Client in the creation of software shall not entitle them to acquire any rights beyond use of the product as set forth in the Contract. Each infringement of the copyright of the Contractor shall result in claims for damages, in which case full amends are to be made.

- 6.2. The Client shall be permitted to make copies for archiving and data security purposes subject to the condition that the software contains no express ban of the licensor or a



third party, and that all copyright and ownership notices shall be transferred to the copies without alteration.

- 6.3. Should the disclosure of the interfaces be necessary to produce the interoperability of the software covered by this Contract, the Client shall separately request this from the Contractor for a fee. Should the Contractor not meet this request and decompilation take place according to the Austrian Federal Law on Copyright, the results shall only be used to establish interoperability. Malpractice shall lead to damages.
- 6.4. Should the Contractor provide the Client with software or a software is built into the supplied software, whose licensee is a third party (e.g. standard software by Microsoft or open-source software), the right of usage shall be provided by the license conditions of the licensee (manufacturer).
- 6.5. If the Contractor wants to own all property rights and license rights of use for the software specified in the order document, this is also possible for a fee and should be requested in advance of executing the contract.
- 6.6. If inventions occur during service provisioning made by employees of both parties, then both parties own the trade mark rights. Every party has the possibility to apply for a patent and grant licenses to third parties, without informing the other party, although resulting patents will also be owned by both parties implicitly.

7. Right of withdrawal

- 7.1. Both contracting parties can cancel a contract in written form with respect to a one month period. Additionally both contracting parties can cancel a contract without notice in written form, if the other party does not meet their responsibilities within an adequate grace period. Insignificant contract violations are not sufficient for cancelling a contract without notice.
- 7.2. The Client shall be entitled to withdraw from a respective order in written form, should the agreed delivery deadline not be met due to the sole fault or illegal actions of the Contractor provided that the agreed service is not performed to a considerable extent within an adequate grace period and the Client is not at fault.
- 7.3. Force majeure, work conflicts, natural disasters and transport bans, as well as other circumstances outside of the influence of the Contractor, shall release the Contractor from their obligation to delivery and/or shall allow them to determine a new delivery deadline.
- 7.4. In case of a termination with notice, the Customer is liable for paying all costs for services and materials as well as for other expenditures according to these general business terms and conditions occurred until the cancellation comes into effect. In case of a termination with notice by the customer, Lines of Future Solutions e.U. is allowed to additionally bill a cancellation fee in the amount of 30% of the not yet billed contract value.



8. Guarantee, maintenance, changes

- 8.1. The Contractor shall guarantee that the services and materials match the scope stated in the order document. The guarantee period starts with approval by the Client or with operating usage of the supplied materials or services.
- 8.2. There is no guarantee for consulting services. The Customer is responsible for the results.
- 8.3. We indicate explicitly, that according to the state of the art it is not possible to exclude the possibility of errors for products related to information technologies. Therefore the guarantee does neither cover the demand for uninterrupted and bugless no the correction of all errors.
- 8.4. Guarantees of manufacturers or suppliers will be forwarded to the Customer without obligations of Lines of Future Solutions e.U.
- 8.5. Some parts of the overall project can be code libraries that are generally excluded from guarantee, because the author/authors doesn't / don't guarantee full correctness.
- 8.6. Prerequisites for error correction shall be that:
 - The Client sufficiently describes the error in an error message in written form and that this is definable for the Contractor
 - The Client provides the Contractor with all documents necessary for the correction of the error
 - The Client or an affiliated third party has not interfered with the software
 - The software is used according to the designated conditions of use as stipulated in the documentation
- 8.7. With regard to guarantee, rectification shall, in any case, prevail over price reduction or redhibitory action. Should a notice of defects be justified, the deficiencies shall be rectified within an adequate period, in which the Client shall enable the Contractor for all measures necessary for examination and rectification.

Section 924 of the Austrian Civil Code 'Assumption of Deficiency' shall be excluded.
- 8.8. The Contractor shall, free of charge, implement corrections and additions, which become necessary due to organizational and technical defects of the program, until transferral of the agreed services, insofar as these are attributable to the Contractor.
- 8.9. The Client shall bear the costs for assistance, incorrect diagnosis, correction of errors and emergency maintenance attributable to the Client as well as other corrections, changes and additions. This shall also apply to rectification of deficiencies, should the Client or a third party make program changes, additions and other interferences.
- 8.10. Furthermore, the Contractor shall not be liable for errors, disruptions or damage caused by improper use, changes in components of the operating system, interfaces or parameters, the use of inadequate organizational means or data storage media (as far as these are required), abnormal operating conditions (particularly deviations of installation and storage conditions) or transport damage.
- 8.11. The Client shall lose any guarantee from the Contractor for programs that are retrospectively changed by in-house software engineers or third parties.



- 8.12. Insofar as changing or adding to existing programs forms the subject matter of an order, the guarantee shall apply to the change or addition. The guarantee for the original program shall not be renewed by this.
- 8.13. Guarantee claims shall lapse after six (6) months from transferral.

9. Liability

- 9.1. The Contractor shall only be liable to the Client for damage the Contractor verifiably causes in cases of gross negligence. This shall also apply mutatis mutandis to damage caused by third parties brought in by the Contractor. In case of bodily injuries caused by the Contractor, the Contractor shall be liable without limitation.
- 9.2. Liability for indirect damage, e.g. loss of profit, costs related to interruptions, data losses or claims of third parties, shall be expressly excluded.
- 9.3. Claims for damages shall lapse according to legal provisions, however, at the latest after one year starting from the knowledge of the damage and the person responsible for this.
- 9.4. Should the Contractor fulfill work with the assistance of a third party and any guarantee and/or liability claims arise against this third party therefrom, the Contractor shall cede those claims to the Client. In such cases, the Client shall focus on this third party.
- 9.5. Should data backup be expressly agreed upon as a service, liability for the loss of data shall not be excluded, deviating from Clause 9.2, however, restoration of the data shall be limited to a maximum of 10% of the total order sum per case of damage, however, with an overall maximum of EUR 15,000. Further claims for damages and guarantees of the Client than those stipulated in this Contract shall be excluded, regardless of legal basis.

10. Loyalty

- 10.1. The contractual partners agree to mutual loyalty. Both shall refrain from headhunting and employing, even via third parties, employees of the respective other contractual partner, who work on the fulfillment of orders, for the term of contract and twelve months after the contract terminates. Any contractual partner infringing this clause shall be obligated to pay lump-sum indemnification to the amount of one annual salary of the employee.

11. Non-disclosure

- 11.1. The Contractor shall obligate their employees to fulfill the provisions stipulated in Section 6 of the Austrian Data Protection Act.



12. Miscellaneous

- 12.1. Should clauses of this Contract be or become invalid, this shall not affect the validity of remaining subject matter of the Contract. The contractual partners shall cooperate in order to find a regulation which comes as close as possible to the intention of the invalid clauses.
- 12.2. Exchange of confidential information needs a separate agreement between both parties.
- 12.3. Lines of Future Solutions e.U. is allowed to store and process information (names, telephone numbers, etc.) provided by the Client.

13. Final Provisions

- 13.1. Insofar as nothing else is agreed on, only the legal provisions regarding business-to-business transactions according to Austrian law shall apply, even if the order is implemented abroad. The local jurisdiction of the objectively competent court for the place of business of the Contractor shall be exclusively agreed upon for possible disputes. Pursuant to the Austrian Consumer Protection Law (*KSchG*), the Terms and Conditions above shall be valid insofar as the Austrian Consumer Protection Law provides no differing obligatory provisions for selling to consumers.