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General Terms and Conditions of IPG Information Process Group Austria GmbH, Vienna

1. Scope, Amendments

1.1. These **General Terms and Conditions (GTC)** supplement the specific contract and govern the contractual relationship between the clients (hereinafter referred to as the Customer) and IPG Austria GmbH, Vienna (hereinafter referred to as IPG) concerning the provision of services and the distribution of software. They equally apply to all future business relationships, even if they are not expressly agreed upon again. They do not apply to contracts with consumers within the meaning of § 1 KSchG.

1.2. Customer's terms and conditions that contradict or deviate from these **GTC** do not become part of the contract, even if IPG provides or accepts services unconditionally with knowledge of the customer's contradicting or deviating terms.

1.3. IPG will notify the customer of any **changes or additions to these GTC** in writing in a timely manner. Without written objection from the customer within five (5) days of receipt of the amended GTC, these amended GTC are considered approved by the customer. IPG will inform the customer of this consequence when transmitting the amended GTC.

2. Conclusion of Contract, Form

2.1. The information on services and software listed on the IPG **website** and in **promotional materials** is non-binding and provided without warranty.

2.2. By requesting the provision of a specific service or the purchase of software, the customer makes an **offer** to conclude a contract with IPG and simultaneously declares to be an entrepreneur within the meaning of § 1 UGB. The contract becomes legally binding based on the information previously provided to the customer through IPG's written confirmation.

2.3. **IPG's binding offers** to conclude a contract are always made in writing and are valid for thirty (30) days unless otherwise stated in the offer. The contract is concluded with the timely, written acceptance of the offer by the customer, whereby the receipt of the offer by IPG is decisive.

2.4. The subject matter of the contractual relationship, the mutual contractual obligations, and other specific regulations are to be recorded in writing in the contract. Oral collateral agreements and changes to the contract are only effective if mutually confirmed in writing. In the absence of an agreement to the contrary, fax and email are sufficient to satisfy the **written form**.

3. IPG Services

3.1. IPG employees support the customer with their knowledge and experience in the areas of **information technology, telecommunications, and organization**. IPG is entitled, after prior consultation with the customer, to engage third parties to perform their services.

3.2. The **regular working hours** of IPG employees are eight (8) hours daily from Monday to Friday, considering public



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holidays at the deployment location. Assignments outside these times require separate arrangements. They must be listed separately and are subject to special conditions.

3.3. IPG strives to provide the customer with the **same employees** for the duration of the respective contractual relationship. However, it reserves the right to replace employees with other suitably qualified employees.

3.4. The working hours are evidenced by a **work report**. The time employees work for or are available to the customer counts as working time, regardless of where the services are provided. Travel from the place of residence to the workplace is generally considered working time unless otherwise agreed in writing in the contract.

4. Customer's Duty to Cooperate, Service Time

4.1. The customer shall provide IPG with all existing information, facilities, and any other necessary **support** free of charge to provide the contractually agreed services and achieve the performance outcome, provided that this does not violate contractual obligations towards third parties. In particular, the customer shall ensure sufficient access to a system environment corresponding to the task and available in a timely manner.

4.2. The Customer shall grant IPG employees **access to the premises** necessary for fulfilling the services.

4.3. The customer shall designate at least one authorized **contact person** to IPG, who is expressly authorized to make binding decisions and give instructions.

4.4. The parties must mutually adhere to the **deadlines set**. IPG commits to fulfilling its services on time. Conversely, the

customer is obligated to accept the services provided by IPG at the agreed time. IPG is expressly entitled to provide partial services.

4.5. If IPG does not meet firmly agreed deadlines, the customer is initially required to set a reasonable **grace period for rectification**.

5. Prices, Payment Terms, Assignment, Retention of Title

5.1. The **prices** agreed in the contract are understood to be in euros exclusive of VAT.

5.2. Any additional **indirect taxes and duties** are fully borne by the customer.

5.3. The agreed remuneration for the services is billed monthly according to the IPG work reports. **Invoices** are due for payment net within twenty (20) days from the invoice date.

5.4. **Additional costs** caused by circumstances attributable to the customer or additional services provided by IPG that are essential for the success of the project may be invoiced separately.

5.5. Unless otherwise agreed, **travel and accommodation costs** will be charged to the customer.

5.6. In the event of **payment default by the customer**, IPG is entitled to suspend its services and withdraw from the contract after an unsuccessful grace period. In the case of default, the customer owes the default interest stipulated by law in § 456 UGB and a lump sum compensation of EUR 40.00 for any collection costs. The assertion of higher specific default damages is not excluded. IPG reserves the right to assign outstanding claims against the customer to external collection agencies.



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5.7. **Offsetting** by the customer against IPG's remuneration claims is excluded unless the counterclaim set off is undisputed or legally established.

5.8. The **assignment** of rights and claims from the contract by the customer to third parties is only permissible with prior written consent from IPG.

5.9. Delivered custom software remains the **property** of IPG until the purchase price and all surcharges are fully paid.

5.10. The rights and obligations from the use of **software** acquired or purchased from IPG and third parties are governed by the manufacturer's or seller's provisions (especially licensing conditions). The customer undertakes to comply with them.

6. Intellectual Property Rights

6.1. All **intellectual property rights** remain with IPG or the appropriately entitled third parties. To the extent that the rights affected in the course of fulfilling the contract belong to third parties, IPG ensures that it possesses the corresponding usage and distribution rights.

6.2. For the duration of the contract, the customer receives a non-transferable, non-exclusive **right to use and utilize** the intellectual property. The exact content and scope of this right are determined by the customer contracts.

6.3. **Ideas, concepts, experiences, and methods** related to information processing, which have been developed during the course of the contract through the provision of services by IPG employees alone or in collaboration with customer employees, shall belong jointly to both parties and may be used by both parties.

7. Warranty

7.1. Unless IPG has expressly and in writing guaranteed the suitability of the software for a particular purpose, IPG **does not guarantee** that the software meets the customer's requirements. Furthermore, IPG is not responsible for the proper cooperation of the software with other programs. The customer must ensure that other programs do not impair the functionality of the software.

IPG's statutory warranty obligation is excluded and replaced by the following provisions.

IPG warrants that the software distributed is delivered in an operational condition per the specifications provided by the supplier or manufacturer. IPG also offers the customer the same warranty services it receives from its suppliers or the manufacturer. Beyond this, IPG does not assume any further warranty or guarantees, especially not for functionality within an IT system or with a specific application.

If the customer's warranty and guarantee claims are not attributable to IPG, IPG will assign its warranty and guarantee claims against suppliers or manufacturers to the customer for enforcement.

7.2. The warranty does not cover defects arising from the software's use in a **hardware and software environment** that does not meet the software's requirements.

7.3. IPG expressly points out that complex programs like IT software are never entirely error-free. Therefore, absolute error-free performance is not owed.

7.4. The customer must check the software for obvious defects immediately upon receipt and notify IPG of such defects



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immediately, no later than within fourteen (14) days. The same applies if a defect in the software appears later. If the customer fails to **inspect** or **notify** IPG promptly under the above provisions, warranty claims for defects are excluded per the provisions in § 377 UGB.

IPG operates a **complaints handling** procedure. Any customer (complainant) can express dissatisfaction regarding a service provided or to be provided by IPG or a related business transaction.

Each complaint is individually processed and thoroughly examined.

Complaints should be submitted by the complainant preferably via email to: <mailto:complaints@ipg-group.com>.

7.5. IPG is entitled to **remedy the defect** in the first instance. The rectification can be done at IPG's discretion by eliminating the defect ("improvement") or replacement. As part of the replacement delivery, the customer may have to accept a new version of the software unless this leads to unreasonable impairments. In the case of legal defects, IPG will provide the customer with a legally unobjectionable usage possibility for the software or modify it so that no third-party rights are violated.

7.6. The customer's right to demand a **reduction in remuneration** or to **withdraw from the contract** in case of the failure of improvement or replacement remains unaffected. However, a right of withdrawal does not exist for minor defects. If the customer asserts claims for damages or reimbursement of futile expenses, IPG is only liable under these terms and conditions.

7.7. Except for claims for damages, the **warranty period** for the Customer's claims due to material defects in the software or defects in the service is **one year**. The

period begins with the delivery of the software to the Customer or the provision and acceptance of the service.

7.8. If IPG uses **Open Source Software**, the respective license agreements apply within their scope. Any warranty and liability for the used Open Source Software are excluded.

8. Liability

8.1. IPG is fully liable for **intent and gross negligence**. Otherwise, liability is limited or excluded in accordance with the following provisions.

8.2. For **slight negligence**, IPG is only liable if a duty is violated whose fulfillment is of particular importance for achieving the purpose of the contract (**cardinal obligation**). In this case, the following limitations of liability apply; otherwise, liability for slight negligence is completely excluded.

8.3. Liability is limited to the **typical, reasonably foreseeable damage** and corresponding expenses.

8.4. Liability for **indirect damages and consequential damages**, especially for damages due to business interruptions and lost profits, is excluded.

8.5. IPG's liability is further excluded if the damage would not have occurred with proper data backup. It is the Customer's responsibility to ensure **proper data backup**. Otherwise, liability for data loss is limited to the **typical restoration effort** that would have been required with regular and risk-appropriate data backups. In the absence of other agreements or industry standards, it is assumed that proper data backup must take place at least once a day.



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8.6. The above limitations of liability do not apply in the event of **injury to life, body, or health**, as well as for claims under the Product Liability Act and in the case of a warranty assumed by IPG.

8.7. The above limitations of liability apply accordingly to the personal liability of IPG's **employees, representatives, and organs**.

9. Duration of Contract, Termination

9.1. The **term of the contract** is agreed upon by the parties in the contract. In the absence of a different agreement, the contract, which involves the provision of services, is deemed to be concluded for an indefinite period.

9.2. Unless otherwise contractually agreed, the contract can be terminated in writing by either party with thirty (30) days' notice to the end of each month.

9.3. In addition to the ordinary termination right regulated in clause 9.2, each party is entitled to terminate the contract extraordinarily without notice for an **important reason**.

Such an important reason exists, in particular, if:

- a) a party so significantly breaches its obligations that it is unreasonable for the other party to continue the contract, considering the mutual interests;
- b) the Customer objects to the validity of amended GTC according to clause 1.3 of these GTC.

10. IPG Employees, Poaching

10.1. The **employment relationship** of IPG employees is not affected by their deployment to the Customer.

10.2. The Customer agrees not to enter into any **employment or similar legal relationship** with an IPG employee without IPG's written consent during the term of the contractual relationship and within one year after its termination.

In the event of a violation, the Customer is obligated to pay IPG a **contractual penalty** of €40,000.00 per individual case. IPG reserves the right to claim further damages. Additionally, IPG is entitled to demand the cessation of the contractual breach.

11. Confidentiality Obligation

11.1. In the course of the contractual relationship, the parties may gain access to confidential or copyrighted information ("**confidential information**") of the other party.

11.2. Information is not considered confidential if:

- a) it is part of a publication or
- b) it was already in the possession of one party before being obtained from the other party or
- c) it was independently developed by one party.

11.3. The Customer and IPG agree to keep all confidential information secret during the term of the contract and thereafter and not to make it accessible to third parties. Both parties undertake to use the confidential information exclusively for the fulfillment of the contract and to ensure that it is not passed on to any other person or the public.

Both parties will ensure that employees who have access to the other party's confidential information are bound to confidentiality during their employment and to the extent permitted by labor law thereafter.



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12. Confidential Data, Data Protection, Data Access

12.1. IPG will treat data relating to the Customer's business that is made available to it in the course of fulfilling the contract with the same care and discretion as confidential information. IPG will only disclose this information to its own employees or third parties to the extent necessary for fulfilling the contract.

12.2. For work performed on the Customer's IT systems, the Customer is responsible for ensuring authorized access to the corresponding data. If work is carried out on IPG's IT systems with a direct connection to the Customer's IT systems or facilities as part of this contract, both parties must take all necessary measures to prevent unauthorized access to the IT systems of the Customer and IPG.

13. Final Provisions

13.1. These GTC and the entire contractual relationship between the parties are governed by the **law of the Republic of Austria**, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules.

13.2. The **exclusive place of jurisdiction** for all disputes arising from or in connection with the contractual relationship between the parties, as well as the place of performance for all contractual obligations and ancillary duties, is Vienna, Republic of Austria.

13.3. Should individual provisions of these GTC be or become invalid or void, the validity of the remaining provisions shall not be affected. The invalid or void provision shall be replaced by a provision that legally permits and economically reflects the purpose and intention of the invalid provision as closely as possible. The

same applies if the GTC are incomplete. Until the invalid, void, or missing provision is replaced, the statutory provisions shall apply.

Effective: January 2024