

CONOVA COMMUNICATIONS GMBH GENERAL TERMS AND CONDITIONS

1 • GENERAL

1.1 These general terms and conditions (GTC) apply to all deliveries and services that conova communications GmbH (hereinafter referred to as 'supplier') provides to the customer. All personal terms used in this GTC such as supplier, customer, etc. refer to both men and women alike.

1.2 The supplier only concludes contracts on the basis of these terms and conditions. All terms and conditions from the customer's side are expressly excluded. Contract parts are in the following order:

a) the written agreement through which the contract was concluded (e.g. contract or order confirmation);

b) these terms and conditions;

c) the corresponding product data sheets as well as all associated service descriptions and required documents (e.g. SLA) that were agreed upon as part of the contract.

Information contained in catalogs, brochures, etc. are only relevant if expressly agreed in writing. Contradictory terms and conditions from the customer's side only apply if the he/she has expressly submitted them in writing.

1.3 These GTC also apply to future transactions between the contracting parties, even if reference is not made to them again in the future. This does not apply to consumer transactions.

1.4 The invalidity of individual terms does not affect the validity of the remaining terms and conditions. The individual invalid term is replaced by an effective one that comes closest to the former in terms of its meaning and purpose – both economically and legally. Changes to the GTC will be communicated to the customer. These changes are considered approved if the customer does not raise objection in writing within four weeks of receiving the notification.

In the case of contractual relationships with customers, this is only applicable if the customer was expressly notified - at the beginning of this period - of the legal significance of the failure to submit written objection. The terms and conditions as well as all contract forms can be obtained from the supplier free of charge. The current GTCs are published on the supplier's website at www.conova.com.

- 1.5 A contractual relationship between the two sides is considered concluded if the supplier has sent written confirmation or a delivery to the last known address after receipt of order, or has begun providing the service.
- 1.6 If the **customer** did not submit his/her contractual declaration in the rooms used by the supplier for his/her business purposes or at a trade fair and did not initiate the business relationship with the supplier himself or if the conclusion of the contract was not preceded by discussions between the customer and supplier, then he/she is entitled to withdraw from the contract in accordance with the relevant provisions of the consumer protection law (KSchG) until the contract is properly concluded, or within 14 days thereafter. This period begins at the earliest from the time the contract is concluded. The declaration of withdrawal is not bound to any particular form. The withdrawal deadline is met if the declaration of withdrawal is sent within the deadline.
- 1.7 In addition, customers are advised to observe point 18 of these terms and conditions.

2 • PRICES AND PAYMENT

- 2.1 Unless otherwise agreed upon, the prices listed in the offer or order form/in the contract apply. Unless otherwise agreed, these prices exclude statutory sales tax. Gross prices are given to customers.
- 2.2 The supplier reserves the right to change the fee if the costs on which the calculation is based changes. conova cooperates with third-parties to provide the agreed services. Their prices are sometimes subject to strong fluctuations, over which conova has no influence and which conova must pass on to the client. Due to this, conova is entitled to change the offered service prices at any time with a notice period of at least 6 months, provided that the client is not the consumer. Should the price increase by more than 10%, then the client holds the right of termination limited to the respective service. The use of the right to termination must be announced in writing by the client within 3 months of the notice. Price increases of up to 10% are deemed reasonable by the client and must be accepted. In the

event of cost reductions, conova will reduce the prices accordingly, provided that these cost reductions are not fully or partially offset by the cost increases in another cost position.

The following applies to customers: Should the underlying costs change due to circumstances out of the supplier's hands, the fee will increase or decrease accordingly. However, a fee increase cannot be required from the customer for services that are to be provided within two months of the conclusion of the contract.

- 2.3 Furthermore, if there is an unusually high number of inquiries from the customer's websites located at the supplier or if there is an unusually high data transfer rate with unlimited access from the customer's side, then, without prejudice to any claims for damages and subject to the right to early termination of the contract, the supplier reserves the right to change prices at any time and immediately.

Services from the supplier or sub-suppliers can also be billed variably (as required/according to consumption). This dynamic type of billing takes places retrospectively (usually monthly).

The supplier is entitled to pass on any price differences to the parties. If the customer terminates the contract, point 2.3 applies accordingly.

- 2.4 Unless otherwise agreed upon, payments are due immediately upon receipt of the invoice without deductions. The planned payment dates result from the contract or from the order/purchase order. In case of doubt, one-time costs can be charged immediately after the contract is concluded or upon delivery; ongoing, consumption-independent costs can be charged monthly in advance and ongoing consumption-dependent costs monthly in retrospect.

- 2.5 The supplier is entitled to send invoices in electronic form.

Automated tools may be used to bill services. conova is entitled to bill services dynamically. This means that quantity and price changes are possible. The quantity changes are made based on the values stored in conova's systems. Price adjustments will be made in accordance to the rules defined in point 2.2, unless it concerns software licenses. Those will be adjusted according to changes made by the software suppliers. In some cases, it may be necessary to install suitable tools for automated billing. conova will communicate this to the client accordingly. The client must accept the installation of billing tools or may have to carry this out on their own according to conova's instructions (e.g. with TopCloud). Should the client not accept this, then conova is entitled to invoice the resulting increased cost separately or may stop providing the service, which may have become impossible to

provide as a result. The client is then not entitled to make any claims, particularly in terms of compensation. This does not apply to consumers.

- 2.6 In the event of default in payment by the customer, the supplier is entitled to charge all necessary costs for appropriate legal prosecution as well as the statutory business default interest from the date of default. Furthermore, the supplier is entitled to offset compensation for operating costs in accordance with section 458 of the Austrian Corporate Code (UGB).
- 2.7 When paying by credit card, the customer must ensure that the credit card is not blocked or expired. Any delays in payment arising therefrom are at the customer's expense and interest on arrears can also be charged in this case. The supplier assumes that the customer will extend the credit card in proper time, before it expires.
- 2.8 Offsetting against outstanding claims against the supplier and the retention of payments because of alleged defects that have not been recognized by the supplier are excluded.

The following applies to consumer transactions in modifying this point: Offsetting of open claims against the supplier is only possible if either the supplier is insolvent or the reciprocal claims are in a legal context, or the counterclaim of the contractual partner has been judicially determined or recognized by the supplier.

For valid reasons, the customer must provide security to the supplier in the amount of two monthly bills (in the case of continued obligation) or by means of a bank guarantee letter from a domestic financial institution or a corresponding advanced payment (for individual projects). The supplier is entitled to pay off the security using the legal recovery provisions after a one-off reminder to the customer.

- 2.9 Rights of the customer to refuse contractual services in accordance with § 1052 ABGB as well as his legal right to retention, are excluded. This provision does not apply to consumer transactions.

3 • OFFSETTING, RIGHT TO RETENTION

- 3.1 The customer is not entitled to offset against claims made by the supplier or to assert a right of retention.

4 • CONTRACT DURATION

- 4.1 Contracts concluded between the contractual partners for ongoing purchases of services or other long-term obligations are concluded for an indefinite or for a defined period. Contracts concluded for an indefinite period can be terminated in writing or electronically by both parties with a twelve-month notice period. In the case of a contractual relationship for a defined period, it is automatically extended by the original contract duration unless it is terminated by a contractual partner by means of written or electronic termination with three months' notice.

Customers will be informed expressly and in good time of their right to termination and of the legal consequences (extension of contract) that arise in the event of non-exercise. If no agreement regarding a waiver of termination has been made, then contracts concluded for an indefinite period can be terminated in writing at the end of the month with a two-month notice period. In the case of contracts that have been concluded for an indefinite period or for a defined period of more than one year, customers are, in any case, entitled to a legal right of termination subject to a two-month period at the end of the first year.

The supplier's rights listed below remain unaffected in the event of default in payment by the customer.

- 4.2 Compliance with the agreed payment dates is an essential condition for the implementation of services by the supplier. In the event of default in payment (after unsuccessful reminder in written or electronic form) and having set a grace period of two weeks, the supplier is entitled, at its discretion, to interrupt or terminate the contractual relationship with immediate effect.

- 4.3 The supplier is further entitled to immediate contract termination or interruption of services if the behavior of the customer or persons attributed make the continuation of the contractual relationship unreasonable – especially if the customer violates obligations.

The decision between contract termination, mere service interruption or complete shutdown is at the discretion of the supplier.

- 4.4 All cases of immediate termination of contract, service interruption or shut down for a reason that is attributable to the customer's sphere leave the supplier's claim to the fee for the contractually stipulated contract period up to the time of the next termination date and to the assertion of claims for damages untouched.

- 4.5 The customer is expressly informed that upon termination of the contractual relationship – regardless of reason – that the supplier is no longer obliged to continue the agreed service. The supplier is therefore entitled to delete stored or retrievable content data or may even be obliged to do so under the provisions of the General Data Protection Regulation (German: DSGVO).
- 4.6 Should the contract be terminated due to a default in payment by the customer, the customer must pay full compensation for the damage caused thereby.
- 4.7 The contract can be terminated immediately for an important reason. An ‘important reason’ may include insolvency on the customer’s assets or the rejection of bankruptcy due to lack of assets, persistent and substantial violations by the customer of the provisions of these GTCs as well as behavior by the customer that makes the continuation of the contract unreasonable. A further reason is if the customer is no longer able to maintain his contractual performance.
- 4.8. Should the provision of services become impossible or unreasonable for conova due to a change in the legal situation, official requirements, because suppliers discontinue their services or because contractual services become impossible or unreasonable for conova for other reasons, then conova reserves the right to change the services of individual services or to discontinue services completely – without the client being entitled to any claims, in particular for damages. This only applies to clients who are not consumers. conova is obliged to announce changes or discontinuation of service at least 6 months in advance. This gives the client an extraordinary right to termination, which they must give notice of at least 3 months before the service is altered or discontinued.

5 • CONFIDENTIALITY, DATA PROTECTION AND DATA SECURITY

- 5.1 The contractual partners mutually undertake to maintain mutual confidentiality, in particular with regard to business content, conditions for services and products and all information regarding the contractual partner that become known through the cooperation.
- 5.2 The supplier agrees to strictly comply with all provisions of the Austrian Data Protection Act (DSG), the General Data Protection Regulation and all other provisions, including those in other countries, which are aimed at protecting confidential data and is further also liable for ensuring that the employees and/or subcontractors also comply with these provisions – particularly in connection with data secrecy. In this regard, reference is also made to the

supplier's data protection declaration which can be found at www.conova.com/en/privacy-protection.

The customer is responsible for providing adequate evidence of the violation.

- 5.3 The supplier is expressly authorized – while maintaining the confidentiality obligations – to list the customer as a reference customer and the project in question as a reference project.
- 5.4 The supplier will take all technically possible and reasonable measures to protect customer data stored. The supplier is not responsible if a third party nevertheless manages to gain unlawful access to the data. In order to ensure the necessary protection of the data, the customer is obliged to keep all access data secret. The customer is liable for all damages resulting from the breach of this obligation. Unless otherwise agreed upon, the customer alone is responsible for backing up their data.
- 5.5 In principle, the customer is responsible for backing up their data, unless the supplier is separately commissioned to perform the backup. The supplier is not liable for the loss of data or programs if the customer has failed to carry out appropriate data backups and data has been lost as a result. Therefore, the customer must ensure that the data saved on the supplier's infrastructure can be restored with backups. Likewise, the customer must take care of the backup of data him/herself in the event of termination or dissolution of the contract. This applies both in the event that the customer terminates the contractual relationship as well as in the event that the supplier wishes to terminate the contract. The customer acknowledges that the data will be permanently and irrevocably deleted by the supplier following the end of the contract and that restoration will not be possible. Furthermore, the customer acknowledges that the supplier is not obliged to separately inform the customer of the imminent deletion of data. Should the customer desire the supplier to back up the data following the end of the contractual relationship, he/she must instruct the supplier to do so separately and in writing – whereby the supplier must also confirm this order in writing for it to become effective.

6 • SPECIAL CUSTOMER OBLIGATIONS

- 6.1 The customer is expressly advised of the provisions listed in the Pornography Act, the Prohibition Act, the Copyright Act and all other relevant – in particular criminal and competition law provisions – according to which the exchange, distribution and exhibition of certain content is subject to legal restrictions or is prohibited.

The customer further undertakes to observe all legal provisions and to assume sole responsibility toward the supplier for compliance with these provisions.

The customer also undertakes to completely indemnify and hold harmless the supplier if the latter is claimed due to content brought into circulation by the customer.

Should the supplier be called upon to do so, he/she alone has the right to decide how to react – without allowing the customer responsible for the content to raise objection on the grounds of inadequate legal defense.

- 6.2 In particular, the customer must take all reasonable measure to prevent persons under the age of 18 of gaining knowledge of content that is prohibited to them by law.

The customer agrees to comply with the provisions of the telecommunications law (TKG) and the relevant standards in the currently applicable version – in particular the omission of the use of telecommunication systems for services subject to reporting requirements or requiring a license.

- 6.3 The customer further undertakes not to use the contractual services in a way that may lead to the impairment of third parties or that is a safety or operational hazard for the supplier or third parties. Accordingly, unsolicited advertising and spamming (aggressive direct mailing via e-mail) or any use of the supplier's services to transmit threats, profanity, harassment or to harm third parties are prohibited. Furthermore, the customer is prohibited from using a disproportionate data transfer in relation to the storage space used, and from using performance characteristics beyond the scope specified in the contract.

The customer further undertakes in case of other compensation, to inform the supplier immediately and completely if a claim is made against him/her in or out of court as a result of the use of the contractual services.

- 6.4 The supplier is entitled to immediate termination of the contract/service interruption/shutdown if the behavior of the customer or persons assigned to him make the continuation of the contractual relationship unreasonable – especially if the customer violates his obligations according to 6.1 to 6.3 or, or if unauthorized data are not immediately removed from the supplier's infrastructure despite being requested to do so.

All of these cases of immediate termination of the contract, the interruption or shutting down of services leave the supplier's claim to compensation for the contractually stipulated contract period up to the next termination date and to the assertion of claims for damages resulting from the customer's misconduct untouched. The decision between contract

termination, mere service interruption or complete shutdown is at the discretion of the supplier.

- 6.5 The customer acknowledges that the supplier has no unconditional obligation to transport data. In any case, there is no corresponding obligation if the supplier would otherwise expose himself to the risk of legal prosecution. Should the supplier become aware of spamming by customers of other providers, he/she is entitled to temporarily and completely prevent data transfer to customers of other providers.
- 6.6 The supplier is not liable for content that is conveyed by third parties via its infrastructure or through which network services are made available to the participants or third parties.
- 6.7 Should the provision of materials and information by the customer be necessary for the fulfillment of the contract, the customer must make them available to the supplier upon request. If the customer is delayed in providing this information and documents, it can lead to delays in the fulfillment of the order for which the supplier is not responsible. Irrespective of this, the supplier is entitled to bill in accordance with the contract – especially if monthly billing has been agreed upon. Any delay in acceptance in the customer's sphere has no effect on the start of the contractual billing modalities. In particular, the supplier is entitled to demand an increase in the agreed fee due to the delay if the breach of the customer's duty to cooperate is associated with increased efforts. Should the delay result in damage, the supplier is entitled to demand compensation from the customer if the damage was caused by gross negligence or intent.

The customer's duty to cooperate includes:

- a) Timely provision of all necessary materials and information needed for the provision of the service;
- b) Release and delegation of competent employees to the required extent, including responsible key persons in the company;
- c) Timely and needs-based induction of votes and decisions;
- d) Provision of functional remote access as required, as well as computer times, test data and data acquisition capacities and corresponding data carriers;
- e) Independent, timely preparation, implementation and follow-up of the jointly defined coordinated activities with the support of the supplier.

- 6.8 The supplier emphasizes that he must make extensive compliance-assurances for his own suppliers. These contain specifications that both he and his clients must adhere to in order to avoid contractual penalties and sanctions. This applies, among other things, to requirements in relation to international anti-corruption measures and compliance with delivery freezes and export restrictions.

In addition to these general terms and conditions, all respective manufacturer-specific guidelines, which represent an integral part of the contract, apply. These specifications can be found on the websites of the respective manufacturers or they can also be obtained from your contact person at conova communications GmbH.

By entering into the contract, the client expressly assures that he is aware of and complies with the manufacturer-specific guidelines – in particular all global anti-corruption laws and bans on deliveries. The client undertakes to fully indemnify and hold the supplier harmless in this regard if claims are made against the supplier due to breaches by the client. The client must compensate the supplier for all disadvantages that he incurs as a result of claims by third parties, in particular contractual penalties, fines and the costs of appropriate legal representation. Should the supplier be sued by another supplier or third party for such violations of the client, the client then undertakes to fully support the supplier and provide all necessary information and documents.

7 • USE OF THIRD-PARTY SOFTWARE AND SUBCONTRACTORS

- 7.1 The supplier will use subcontractors to fulfill the contractual obligations and the services of third-party providers. The supplier will notify the customer of the intent to use subcontractors in good time so that the customer can prohibit this if necessary. If necessary, the supplier will present the customer with an agreement concluded with the respective subcontractor as laid down in article 28 paragraph 4 GDPR.
- 7.2 When accessing licensed third-party software, the customer is obliged to inspect the license terms that can be viewed upon access prior to using the software and to comply with them precisely. The software license terms of third-parties are accepted with use.
- 7.3 The delivery of standard software by the supplier takes place under the conditions specified in each individual case. In case of doubt, the customer is only granted an unlimited, non-exclusive, non-transferable license for use. Rights of use for standard software, which are granted for use with payment of a regular fee, revert to the supplier when the corresponding agreement is canceled, but no later than in cases of delay in payment of the fee despite a

written grace period. With regard to software purchased by the supplier from third parties and licensed to the customer, the contracting parties agree to the exclusion of any warranty and liability, in particular for software errors. The latter does not apply to consumer transactions.

- 7.4 If the customer uses open-source components, he/she is solely responsible for this. The customer must observe the applicable open-source licenses of the respective rights holder and ensure that he/she does not interfere with third-party rights by using these components. Concerning this matter, the supplier is not liable for functionality or compatibility or for any loss or damage of data.
- 7.5 In any case, the customer indemnifies and holds harmless the supplier in full against claims for breach of the above-mentioned obligations.
- 7.6 The contracting parties agree to the exclusion of any warranty for software errors. The customer must convince himself of the functionality of the services offered and to subject the software functions to his/her own test.

8 • DELIVERY AND DEVELOPMENT OF SOFTWARE BY THE SUPPLIER

- 8.1 In the case of software created individually by the supplier, the scope of services is determined by the service description countersigned by the customer. The delivery includes the program code that can be executed on the designated systems and a program description. The rights to the programs and the documentation remain entirely with the supplier.
- 8.2 The customer acknowledges that minor defects due to the nature of the subject of the contract cannot be completely eliminated. The supplier does not guarantee that the software supplied meets all of the customer's requirements, unless this has been expressly included in the content of the contract; cooperates with other programs of the customer, or, furthermore, that the programs run uninterrupted and error-free, or that all software errors can be corrected.

In case of business transactions, the guarantee is limited to reproducible (continuously repeatable) defects in the program function.

- 8.3 If the supplier delivers hardware and software at the same time, any defects in the software do not entitle the customer to withdraw from the contract on which the use or delivery of the hardware is based. This does not apply to consumer transactions.
- 8.4 The delivered software remains the unrestricted property of the supplier until it has been paid for in full. This applies in particular to software specially developed by the supplier.

9 • SPECIAL REGULATIONS FOR THE PROVISION OF SECURITY SYSTEMS SUCH AS FIREWALLS, ETC.

- 9.1 With all security systems provided by the supplier (firewalls, DDoS protection, mail security, etc.), the latter strives to proceed with the greatest possible care and in accordance with the current state of the art. At the same time, however, the supplier points out that absolute security and full functionality cannot be guaranteed in every case.
- 9.2 The supplier's liability for disadvantages resulting from the fact that security systems operated by the supplier or installed, operated or checked by the customer are circumvented or disabled, as well as system malfunctions, data loss and access difficulties are excluded.

The following applies to consumer transactions: In the given context, the supplier's liability for property damage is only excluded in the event of slight negligence.

10 • DELIVERY OF HARDWARE OR COMMERCIAL GOODS

- 10.1 Delivered goods remain the unrestricted property of the supplier until they have been paid for in full.
- 10.2 Unless otherwise agreed upon, the warranty period is two years.
- 10.3 Defects subject to warranty will be remedied at the discretion of the supplier either by repair or replacement. Change or price reduction are mutually excluded. The warranty expires if repairs or changes have been made by third parties.

These provisions do not apply to consumer transactions.

- 10.4 If the customer withdraws from the contract for reasons the supplier is not responsible, a reimbursement of expenses in the amount of the expenses verifiably incurred by the supplier, but at least 20% of the net order value is agreed.

The supplier's right to claim increased compensation remains unaffected. For business transactions, the judicial right of discretion is excluded.

- 10.5 In the absence of a separate agreement, all prices apply from warehouse of the supplier, excluding packaging and loading. If charges are levied in connection with the delivery, these are handled by the customer. If shipment with delivery is agreed, any desired transport insurance will be charged separately.
- 10.6 Warranty claims require that the customer immediately report the defects in writing and in detail. This provision does not apply to consumer transactions.
- 10.7 The warranty excludes defects that arise from assembly and installation not effected by the supplier, inadequate set-up, failure to observe the installation requirements and conditions of use, overuse beyond the service specified by the supplier, incorrect handling and use of unsuitable operating materials. This also applies to defects that can be traced back to material provided by the customer. The supplier is not liable for damage caused by atmospheric discharges, over-voltages and chemical influences. The warranty does not apply to the replacement of parts that are subject to natural wear and tear.
- 10.8 In the absence of a separate agreement, the delivery period begins at the latest at the following times: Date of order confirmation; Date of fulfillment of all technical, commercial and other requirements incumbent on the customer.
- 10.9 It is established that in addition to a possible guarantee, there is also a legal warranty obligation and that the guarantee does not restrict legal warranty claims.

11 • SPECIAL PROVISIONS FOR SERVICES

- 11.1 The supplier carries out the services offered with the greatest possible care, reliability and availability. For technical reasons, however, it is not possible that these services are accessible without interruption, that the desired connections can always be established, or that stored data is retained under all circumstances. The constant availability of the transmission channels and therefore the dependent service of the supplier cannot be guaranteed and is beyond the sphere of influence. IP connectivity to other network operators is based on what is possible. Any liability for problems that are caused in third party networks is excluded. The use of other networks is subject to the usage restrictions of the respective operator (Acceptable Use Policy). The supplier also reserves the right to restrict him/herself due to their own capacity limits. In the case of customers, restrictions

are only permitted if they are reasonable for them, objectively justified and based on reasons that are independent of the will of the contractor. In the event of force majeure, strikes, restrictions on the services of other network operators or during repair and maintenance work, there may be restrictions or interruptions in the provision of the services. Warranty claims by consumers remain unaffected. Furthermore, unless otherwise agreed in writing, the monthly data volume restriction or fair use rule stated in the contract or in its annexes apply. Should the monthly data volume limit be exceeded, the supplier reserves the right to invoice the currently valid price for this volume of data according to the current price list, or to interrupt the service. If the amount of data is exceeded in the context of a fair-use agreement, the supplier will ask the customer to limit the data transfer accordingly. If this is not handled, the supplier will offer a different price model or also interrupt the service.

- 11.2 The supplier is not liable for the content of transmitted data, or for the content of data that are accessible through the contractual services of the supplier, even if access is via a link from the supplier's homepage.
- 11.3 Use of the contractual service by third parties as well as the payment of these services to third parties requires the specific, written consent of the supplier.
- 11.4 In usage contracts for line or network services, these terms and conditions apply insofar as these contracts do not expressly provide for other provisions.
- 11.5 The customer is obliged to keep their customer data (customer number, access data, passwords, etc.) secret. The customer is liable for damage caused by insufficient secrecy of this data or from passing it on to third parties.
- 11.6 The customer is obliged to constantly supply the software with the latest security patches. The supplier reserves the right to immediately delete software that could negatively affect the integrity of the system and to inform the customer thereof.

12 • SPECIAL PROVISIONS FOR DOMAIN REGISTRATION

- 12.1 The supplier only acts as a broker for the customer. All customer domains are registered exclusively in their name. The supplier mediates and reserves the domain applied for on account of the customer, provided the desired domain has not yet been assigned. The domain is set up for .at, co.at and or.at addresses by the registration office nic.at, for other addresses by the relevant registration offices.

The supplier acts as the billing center for the domains managed by nic.at for the duration of the contract (unless otherwise agreed upon); however, the contractual relationship for the establishment and management of the domain exists directly between the customer and the registration office. The registration fee accruing to the registration office is included in the amounts that the supplier charges the customer (unless otherwise agreed upon).

With domains that are not managed by nic.at, the billing between the customer and the domain administration facility takes place directly (unless otherwise agreed upon). In this case, the supplier will charge the customer the fee for the registration, the technical equipment used and an administration fee (according to the price sheet).

- 12.2 The customer acknowledges that the customer's contract with the registration office does not automatically end when the contract with the supplier is terminated, but rather must be separately terminated at the registration office. Domains that have not been terminated will still be charged and will automatically extend for another year.
- 12.3 With regard to the domain, the general terms and conditions of nic.at (available at www.nic.at) or the otherwise responsible registration office apply. These can be sent to the customer by the supplier upon request.
- 12.4 The customer must observe the legal provisions – in particular with regard to data protection, copyright and trademark protection. The customer is solely responsible for compliance with these legal provisions. The customer is liable for all domains commissioned by the customer. The supplier is neither obliged nor authorized to check the legality and admissibility of the domain, for example in terms of trademark or name law. The customer declares that he/she will comply with the relevant legal provisions and in particular the he/she will not violate anyone's rights and will indemnify and hold harmless the supplier in this regard.
- 12.5 When re-registering, the customer is obliged to disclose any configurations, in particular MX and WWW records, that use existing domains. Claims for damages resulting from the lack of observance of the above information cannot be asserted against the supplier.

13 • SPECIAL PROVISIONS FOR CONSULTING SERVICES

- 13.1 Comments or recommendations made by the supplier regarding the functional or technical capabilities of the products currently in use or that can be considered for the future are based solely on the information provided by the providers directly or via/by the customer.

The supplier is in no way responsible for the completeness and correctness of this information or for its confirmation.

- 13.2 The services do not take into account the interests of third parties. They are exclusively intended for the customer and the customer's internal use and are therefore not designed to serve third parties as a basis for their decisions, unless otherwise agreed upon in writing. Third parties cannot derive any rights from this contract or otherwise benefit from it, unless otherwise agreed upon in writing. Affiliated companies of the customer are also considered third parties within the meaning of this provision.
- 13.3 The statements made in the documents are to be understood as recommendations and were made known to the customer as such. The supplier assumes no liability whatsoever for the implemented measures at the customer's site.

14 • SPECIAL PROVISIONS FOR HOUSING

- 14.1 conova provides the customer with commercial premises and a functional internet connection including power supply for the installation of hardware servers. The scope of services includes the rental of suitable rooms and the provision of an internet connection and power supply by conova. The servers are to be made available by the customer.
- 14.2 conova is responsible for the cleanliness and adequate air conditioning of the data centers. conova further ensures that internet access is available at all times. Should technical difficulties arise, conova will take all possible and reasonable measures to restore access as soon as possible.
- 14.3 conova has ensured that the rented room has an emergency power supply. In the event of a power failure, the power supply for the rented space is guaranteed for 24 hours.
- 14.4 The customer has been informed that the entire building and in particular the rooms are equipped with video surveillance systems for security reasons. The customer agrees to any evaluation of the video recordings. The customer agrees to inform third parties of this fact. The customer and all third parties must follow the instructions from conova regarding their behavior on the premises, as well as follow the applicable house rules and fire protection instructions. The house rules and fire protection instructions are to be followed by all customers and third parties and they must ensure that national laws as well as safety and fire protection regulations are complied with. Should the provisions of the house rules or the fire protection instruction be violated, the customer will be liable for the damage caused

thereby. A violation of the house rules or fire protection instruction entitles conova to extraordinary termination of the contractual relationship.

- 14.5 The customer must ensure that all equipment is safe and suitable for the respective purpose and that no damage can occur to property, devices, facilities or software owned or used by conova or another customer. The customer is furthermore also responsible for ensuring that the equipment does not endanger the provision of services to other conova customers and that it is in no way impaired or hindered.
- 14.6 In the event of imminent danger, conova is authorized to take all necessary measures to prevent damage to the customer's equipment or to the property of other customers, to the building or to people. To do this, conova can disconnect the customer's server from both the power and the network.
- 14.7 The customer is obliged to take out liability insurance. It must be sufficient for the specific purpose and must also cover possible damage to facilities, premises and equipment of conova or its customers. The customer must also adequately insure his own equipment against damage, theft, loss, etc. The customer must provide conova with written evidence of the conclusion of a corresponding insurance policy with sufficient coverage within eight weeks of the conclusion of the contract if conova so requests it. In addition, conova is entitled to request written proof of such insurance from the customer at any time. Should the customer fail to provide such proof, this constitutes an extraordinary reason for termination.
- 14.8 The customer agrees to notify conova immediately of any disruptions. The customer alone is solely responsible for the downloading of data on the server. The maintenance of the software for the server is also the exclusive responsibility of the customer.
- 14.9 In relation to the contractual services, the customer agrees not to violate statutory provisions, in particular material regulations and criminal law standards. Should conova be sued by a third party for such violations stemming from the customer, the customer agrees to indemnify and hold conova harmless and to provide assistance in every respect.
- 14.10 Warranty is excluded in the event of disruptions that can be traced back to force majeure or that are beyond conova's control. conova is neither liable for interruptions in the provision of the agreed service nor for losses, costs or damages of any kind that have been caused by or in connection with the improper use or maintenance by the customer or by third parties. Apart from that, conova is only liable for financial losses in the event of gross negligence.

- 14.11 The fee and the duration of the contract are to be regulated separately by way of a server housing contract.

15 • LIABILITY AND OBLIGATION TO GIVE NOTICE OF DEFECTS

- 15.1 The supplier is liable according to the general provisions of the law on damages. Insofar as negligence is relevant for liability (with the exception of personal injury), liability is only assumed in the case of willful intent and gross negligence. Liability for consequential damage and profits lost is also excluded. The amount of the compensation is in any case limited to the amount of the order value or at most to the amount covered by the supplier's public liability in the amount of €3 million. For consumers this only applies to the extent permitted by law.
- 15.2 The supplier is not liable for the loss of or damage to data if the customer has not taken appropriate and state-of-the-art data backup measures. For consumers, this only applies to the extent permitted by law.
- 15.3 The customer must inform the supplier immediately and in writing of any defects within three days, otherwise he/she will lose the warranty claims. The does not apply to consumers.

Equipment provided by the customer must be covered by the customer against damage to this equipment and any consequential damage in the conova data center. (If necessary, location expansion in the insurance policy) and prove this insurance to the supplier upon request.

- 15.4 The provided services, as well as the goods, devices and systems delivered, always only offer the level of security that is required on the basis of approval regulations, operating and operating instructions or other provisions regarding maintenance and handling, in particular with regard to the mandatory inspections of devices and systems or other given indications that can be expected.

16 • INTELLECTUAL PROPERTY, COPYRIGHT, USE

- 16.1 The supplier or its licensors are entitled to all copyrights to the agreed services. The customer receives the right to use the services provided by the supplier against payment of the agreed fee. Should individual components be time or user-dependent, in particular software, the costs incurred after the end of the contract must be handled by the customer.

17 • FORCE MAJEURE

- 17.1 The supplier is not liable for non-compliance with contractual obligations and in particular does not guarantee the system availability and other service levels in the event of force majeure, such as war events, riots, terrorism, natural disasters, pandemics and global IT attacks or similar circumstances such as in particular power outages, lockouts, strikes or other similar circumstances.

18 • OTHER PROVISIONS

- 18.1 Verbal collateral agreements do not exist. Any changes and additions to the order must be made in writing or they are otherwise ineffective. This also applies to a deviation from the principle of written form. This section does not apply to consumer transactions (the term 'consumers' and 'consumer transactions' are used in the sense of the provisions of the Consumer Protection Act (KSchG).
- 18.2 All communications and declarations by the customer relating to this contractual relationship are only valid if they are made in writing and are not contradicted by the supplier. This provision does not apply to consumer transactions.
- 18.3 This contract is subject to Austrian law to the exclusion of the UN sales law and reference standards. If the customer is not the consumer and the Consumer Protection Act does not mandatorily stipulate something else, the exclusive jurisdiction of the relevant court of the state capital of Salzburg is agreed to resolve all disputes related to this contract. The place of fulfillment is 5020 Salzburg.
- 18.4 The supplier is authorized to transfer his obligations or the entire contract to a third party with a debt-discharging effect and in these cases is only liable for faulty selection. Deviating from this, the following applies to consumer transactions: The supplier is authorized, at his own risk, to commission other companies with the provision of services from this contractual relationship.
- 18.5 The customer must immediately notify the supplier of changes of address in writing. Written documents are deemed to have been received by the customer if they have been sent to the last known address or e-mail address.

19 • NOTES FOR CONSUMERS

19.1 Right of withdrawal

You have the right to cancel this contract within fourteen days without giving any reason. The cancellation period is fourteen days from the day the contract is concluded. To exercise your right of withdrawal, you must contact us

conova communications GmbH
Karolingerstrasse 36a, A-5020 Salzburg
Tel: +43 662/22 00-0
Fax: +43 662/22 00-209
E-Mail: office@conova.com

by means of clear declaration (e.g. a letter sent by post, fax or e-mail) of your decision to withdraw from the contract. You may use the attached sample withdrawal form for this purpose, but it is not mandatory. To meet the cancellation deadline, it is sufficient to send notification of exercising your right of cancellation before the cancellation period has expired.

19.2 Consequences of withdrawal

If you withdraw from this contract, we will reimburse all payments that have been received from you, including the delivery costs (with the exception of the additional costs that result from choosing a different type of delivery than the cheapest standard delivery offered by us), immediately and at the latest within fourteen days from the day on which we received notification of your cancellation of this contract. For this repayment, we use the same means of payment that you used for the original transaction, unless something else was expressly agreed upon. In no case will you be charged any fees for this repayment.

If you have requested that the services begin during the cancellation period, you are required to pay us a reasonable amount that corresponds to the proportion of the services already provided up to that point in time at which you informed us of the exercise of the right to cancellation with regard to this contract compared to the total scope of the services that were initially intended.

SAMPLE WITHDRAWAL FORM

(Should you like to cancel the contract, please fill out this form and send it back to us)

To: conova communications GmbH
Karolingerstrasse 36a, A-5020 Salzburg
Tel: +43 662/22 00-0
Fax: +43 662/22 00-209
E-Mail: office@conova.com

- I/we (*) hereby revoke the contract concluded by myself/us (*) for the purchase of the following goods (*)/the provision of the following services (*)

- Ordered on (*)/received on (*)

- Name of customer(s)

- Customer address

- Customer signature (only when notified on paper)

- Date

20 • ALTERNATIVE DISPUTE RESOLUTION IN CONSUMER BUSINESS

conova communications GmbH
Karolingerstrasse 36a, A-5020 Salzburg
Tel: +43 662/22 00-0
Fax: +43 662/22 00-209
E-Mail: office@conova.com
UID: ATU43651106
FN: FN64293z
Court: Salzburg regional court
Member of the Salzburg Chamber of Commerce
The supervisory authority is the Salzburg Magistrate

Out-of-court dispute settlement body: Arbitration for consumer transactions
(www.konsumenterschlichtung.at)

21 • VERSION

The GTC listed is version 3.0 with validity from 01.12.2023.