

GENERAL TERMS OF USE SDX – CLOUD

of

Sodex Innovations GmbH (Sodex)

§ 1

Subject Matter of the Agreement

- (1) The subject matter of this agreement is the access and usage conditions of this SDX-Cloud (hereinafter also referred to as the "**SDX-Cloud**") specified in more detail in return for ongoing payment under the terms of this agreement.
- (2) Other services, such as in particular the installation of hardware and/or software or services in the area of training, are not the subject matter of the contract and are therefore only to be provided by Sodex in accordance with any separate agreement between the parties.

§ 2

Registration and Access Data

- (1) The user must register in advance to access the cloud. With the data entered (customer data), the user can send their binding registration and order to Sodex. The user then receives an automatically generated e-mail confirming the technical receipt of their order on the Sodex server. The customer data must always be kept up to date by the customer to ensure that contact can be made. Passwords must be changed independently by the user every three months to ensure security.
- (2) The offer submitted by the customer is valid for seven days and can be rejected by e-mail or other suitable means without stating reasons. If Sodex accepts the user's offer, the user shall receive an e-mail with the access data for the cloud within a reasonable period of time.
- (3) The access data may only be used within the framework and scope of this agreement and must be kept secret by the user (cf. Section 3 Rights of use). The user shall be liable to Sodex for any damage caused by failure to keep the access data secret.

§ 3

Rights of Use

- (1) The user acquires the non-exclusive, non-transferable, spatially unlimited right to use the cloud for the term of this order form exclusively for the customer's internal business purposes. Sodex shall be entitled to adapt the contractual service to the current state of the art. Sodex shall be entitled to all (intellectual property) rights to the cloud and the user shall not be granted any right of use beyond the cloud functions.
- (2) The user agrees that his purchase of the provider's offer is neither dependent on the delivery of future functions or features nor on verbal or written public comments by the provider about future functions or features.
- (3) Unless otherwise contractually agreed, the user is in particular not permitted to sub-licence, publish, rent, lease or otherwise make available to others the rights arising from this contract, even in respect of individual elements. The user is also not permitted to remove proprietary notices from the Sodex offer or the documentation.
- (4) The user is generally not permitted to reverse engineer or decompile the object code into source code, except in cases in which this is absolutely necessary to establish interoperability or to ensure error correction and the licensor refuses to make the changes for a reasonable fee despite written notification of an existing need for change in accordance with paragraph 5 above. Otherwise, § 40e UrhG shall apply.
- (5) The number of users authorised to use the cloud upon conclusion of this agreement is determined by means of online registration. During the term of the agreement, the number of users authorised to use the cloud may be changed by mutual agreement via the admin page in the SDX-Cloud, whereby all provisions of this agreement shall apply to any additional users.
- (6) Within a company with several employees, the cloud may not be used in parallel by several employees unless a corresponding number of users of the company has been included in the cloud usage contract. The transfer of access data or use of the cloud to/by persons outside the company or by persons employed by affiliated companies (in particular in a group structure) is not permitted in any case. Sodex shall be entitled to take suitable technical precautions to monitor use in accordance with the contract and to prohibit use in the event of a breach. Claims for damages remain unaffected by this.
- (7) Furthermore, the user is prohibited from impairing or disrupting the integrity or performance of Sodex's offer and from publishing an evaluation of Sodex's offer or passing it on to third parties without Sodex's written consent.

§ 4

User Requirements for Cloud Usage

- (1) Sodex assumes no responsibility for ensuring that the cloud or the website is compatible with the user's hardware and software. The user shall organise and set up the minimum hardware and software required for cloud use at his own expense. The necessary minimum requirements, which are based on the current state of the art, can be found on the website. The provision of these minimum requirements and the telecommunication services required for use, including hardware and software for data transmission (Internet access, Internet line, etc.) are not the subject of this contract.
- (2) The user is solely responsible for his actions of the provider offer. The user undertakes to comply with all local, state, national and international laws and regulations that apply to the customer's use of the provider's offer and may not use the provider's offer for illegal, fraudulent, unethical or inappropriate purposes.

§ 5

Obligation to inspect and give Notice of Defects

- (1) The user undertakes to check the functionality of the cloud immediately after the access data has been transmitted, but at the latest within seven working days.
- (2) If defects are discovered during the inspection, the User shall be obliged to notify Sodex immediately in writing, specifying the defects found, failing which the delivery shall be deemed approved and the User shall lose its claims to warranty, compensation for damages due to the defect itself (Section 933a (2) ABGB) and avoidance on the grounds of mistake regarding the defectiveness of the Cloud (Sections 871 et seq. ABGB).
- (3) If the Licensee subsequently discovers a defect, this must also be reported within seven working days of discovery of the defect, failing which the User may no longer assert the claims specified in para. 2 in respect of this defect.

§ 6

Contract Term, Period of Use

- (1) The user agreement shall commence when Sodex has accepted the user's offer or when a period of seven days has expired and shall end as soon as no more user licences are active. The user shall only be authorised to use the cloud during the term of the agreement.

- (2) After the end of the contract term, the user shall no longer have access to the cloud and therefore no longer have access to the data provided without the user being informed of this separately. For the avoidance of doubt, Sodex may restore the data in special cases by separate agreement.
- (3) Sodex may terminate by written notice to the user if the user commits a material breach of this User Agreement and fails to remedy such breach within thirty (30) days of receipt of the written notice of such breach.
- (4) The user is entitled to terminate the licence agreement or individual users with a notice period of 3 months. This is possible on the admin page in the SDX-Cloud. Licences are automatically renewed for the same term unless one of the parties objects in writing at least 24 hours before the current licence term expires.
- (5) Termination or expiry of this Order Form for any reason shall not affect the rights or obligations of either party which expressly or by their nature continue and survive (including but not limited to the payment terms and the provisions on ownership, confidentiality, limitation of liability, indemnity and the warranty disclaimers).

§ 7

Fees

- (1) The fee for using the cloud is clearly listed during the ordering process and must be paid in accordance with the terms of payment during the ordering process by bank transfer to an account to be specified by Sodex. Unless expressly stated otherwise, all fees are exclusive of VAT. In the event of premature termination of this agreement, no aliquotation of the fee and consequently no refund of payments made shall be made.
- (2) Unless otherwise agreed separately, all fees shall be invoiced in advance. Access will only be activated after receipt of the transaction.
- (3) If the user is in arrears with payments, interest on arrears shall be payable to Sodex from the due date in accordance with Section 456 UGB. Sodex shall be entitled to terminate this agreement with immediate effect if the outstanding amount remains unpaid for more than seven days despite a reminder and a grace period of seven days.
- (4) The user expressly agrees to the electronic transmission of invoices (e.g. e-mail). Objections to the invoice must be submitted to Sodex in writing within one month of delivery, otherwise the invoice shall be deemed to have been approved.
- (5) If the software licence is upgraded to a higher-value licence during the contract term, the originally agreed contract term shall remain unchanged. In the event of an upgrade, the licence price already paid shall be credited to the new, higher-value licence for the

remaining period of the contract term. The difference between the old and the new licence price will be recalculated and invoiced for the remaining period of the contract term. The user shall receive a pro rata refund for the part of the original licence already paid for but not used for the remaining period of the contract term, which shall be offset against the new licence price. Changes to the licence and the resulting financial adjustments will be documented and confirmed to the user in writing.

§ 8

Availability of the Cloud, Service Disruption and Compensation

- (1) Sodex shall provide the user with the cloud including all functions described in writing and the system runtime agreed below. The functions are clearly described during the ordering process.
- (2) The system runtime is made up of the times when the cloud is available for use and when it is unavailable. Unavailability shall be deemed to exist if the agreed functionality is not available in its entirety.
- (3) Sodex guarantees an available utilisation of 95% per calendar year. The following circumstances in particular shall not be taken into account when calculating availability and shall not give rise to any claims by the user under the right to cancellation of service:
 - a) Maintenance and service work announced on the website at least three days in advance;
 - b) Any system, software, network or hardware failures that occur outside the sphere or control of Sodex, as well as force majeure;
 - c) Failures caused by the user himself or by third parties attributable to him, in particular due to improper operation, the use of technically incompatible hardware and software.
- (4) If the cloud is not available to the extent described in Para. 3, the fee shall be reduced proportionately. Availability shall be measured by Sodex and the data shall be made available to users free of charge.
- (5) The user shall always have to prove the failure of the cloud. The user must also prove that the reason for the failure lies within the sphere of Sodex. Sodex must be notified immediately by e-mail of any restrictions in availability.
- (6) The parties shall not be mutually liable for property damage or financial loss caused by slight or simple gross negligence or for loss of profit; Sodex shall not be liable for loss of

data, changes to data, other impairment of data or the cost of procuring replacement goods or services.

- (7) User acknowledges that the provisions in this Section 8 shall apply to the fullest extent permitted by applicable law and shall apply even if any exclusive or limited remedy provided herein fails of its essential purpose, regardless of whether such claim is based on contract, tort (including negligence), product liability or otherwise.

§ 9

Responsibility of the User for the Data

- (1) The user is solely responsible for the data in the cloud. In any case, no data may be uploaded that violates the legal system applicable in Austria. The same shall also apply to data that jeopardises security or public order or is contrary to morality.
- (2) The user shall indemnify and hold Sodex harmless for any disadvantages of any kind caused by data in accordance with paragraph 2.
- (3) Sodex shall also be entitled to refuse to provide the contractual service in whole or in part and/or to terminate the contractual relationship with immediate effect.
- (4) Certain functions of the SDX-Cloud enable the user to submit, save, post, display or otherwise transmit their own content. The user is responsible for all user content. The User grants Sodex a non-exclusive, royalty-free, fully paid, worldwide, transferable licence (including the right to sublicense through multiple tiers) to use, store, reproduce, disclose, process, adapt, perform, display, modify, create derivative works from, publish, transmit and distribute the User Content to provide the Supplier Offering to the Customer and Users. The User represents and warrants that it has the right to collect the User Content, make the User Content available to Sodex and grant Sodex the rights to the User Content set forth in the Order Form.

§ 10

Data Storage and Storage Limit

- (1) As part of the service and agreed order, the user is provided with a total data volume as well as its doubled storage capacity. This storage capacity includes all external data stored in the file explorer of the system, including but not limited to documents, files, media content, and other digital information.
- (2) The user will be notified once 95% of the storage limit has been reached. If the user exceeds the specified storage limit, the provider reserves the right to either extend the

storage capacity at an additional cost or restrict access to additional data after prior notification.

- (3) If the storage limit is exceeded and no additional capacity is purchased within 7 days, the provider is entitled to block the upload of new data or delete older, non-essential data after prior notice.
- (4) The provider assumes no liability for data loss resulting from the exceeding of the storage limit and the associated measures, provided the user has been duly informed.

§ 11

Data Protection, User Documentation and Support

- (1) The privacy policy as well as the user documentation and access to the help centre can be found on the Sodex homepage and can be accessed via the following link: www.sodex-innovations.com. The Help Centre is secured by a login that requires the same access data as the SDX-Cloud.
- (2) SODEX offers support for technical questions during normal business hours (9.00 am to 5.00 pm CEST, Monday to Friday) with the exception of public European holidays. Support requests should be submitted by e-mail. This service is intended to address and resolve unforeseen problems that arise during the use of the contractual products. The sales department responsible for the user can also be used for support enquiries.

§ 12

Changes and Additions

- (1) Sodex shall be entitled to further develop the Cloud, which is why service content, prices and other contractual provisions must be adjusted. Changes to these General Terms and Conditions by Sodex are permissible and shall take effect unless the customer objects in writing within one month of the announcement of the change.
- (2) Sodex must present the changes clearly in the announcement and draw attention to the legal consequences.
- (3) Prices may change in particular if Sodex's upstream suppliers or contractual partners increase their prices. However, these cannot be applied retroactively.

§ 13

Confidentiality and IP

- (1) "Vertrauliche "Confidential Information" means all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphic or electronic, under this Agreement that is marked as confidential and proprietary or that is marked by the Disclosing Party as confidential and proprietary or that should be treated as confidential and proprietary due to the nature of the circumstances of disclosure or receipt. Supplier's Confidential Information includes, but is not limited to, the SaaS Services, the Documentation, and the pricing and other terms of this Order Form. Confidential Information also includes all summaries and extracts of the Confidential Information.
- (2) Each party acknowledges that in the course of executing this Order Form it may come into possession of the other party's Confidential Information. The receiving party shall keep confidential and maintain in confidence all Confidential Information of the disclosing party received by it at all times, both during the term of this Order Form and thereafter, and the receiving party may use the disclosing party's Confidential Information only to the extent necessary to fulfil the receiving party's obligations or to exercise the receiving party's rights under this Order Form. Each party agrees to safeguard and protect the other party's Confidential Information with the same degree of care and in a manner commensurate with the safeguarding of such party's own Confidential Information (but in no event less than reasonable care) and to take appropriate steps to fulfil its obligations under this Section by instructing or agreeing with its employees or other agents who have access to the other party's Confidential Information. The receiving party shall disclose Confidential Information of the disclosing party only to its officers, employees and agents who need access to such Confidential Information in order to fulfil the purpose of this Section.
- (3) As between Sodex and the User, all right, title and interest in and to the SaaS Services and all modifications and enhancements thereto, including all copyrights, patent rights and other intellectual property rights, shall belong to and remain exclusively with Sodex or its licensors.
- (4) All inventions, works of authorship and developments conceived, created, written or generated by or on behalf of Sodex, whether alone or jointly, including without limitation in connection with the provision of the Professional Services by Sodex, all work product and deliverables resulting therefrom, and all intellectual property rights therein, shall remain the sole and exclusive property of Sodex.

§ 14

Final Provisions

- (1) Sodex provides the User with the warranties clearly stated during the ordering process for the Equipment, if any.
- (2) Each party represents, warrants and covenants that: (a) that it has full authority to enter into this Order Form and to perform its obligations under this Form without the need for any consents, approvals or immunities not yet obtained; and (b) that in accepting this Order Form and performing its obligations under this Form, it is not in breach of any oral or written agreement with any third party or any obligation to any third party to keep confidential or maintain any information or materials.
- (3) The transfer of rights and obligations under this agreement by one party to third parties requires the prior written consent of the other party. However, Sodex is entitled to entrust third parties with the fulfilment of its contractual obligations (subcontractors).
- (4) The right of set-off is excluded on both sides.
- (5) The costs associated with the establishment of this contract shall be borne by Sodex. Other costs, fees and charges, including the costs of the legal and other advisors it engages, shall be borne by each contracting party itself.
- (6) The provisions of this contract shall also apply to the individual and universal succession of the contracting parties, who are obliged to transfer this contract to their individual and universal successors (obligation to transfer). The seller and purchaser shall be obliged to inform Sodex of a transfer of business pursuant to Section 38 UGB and shall otherwise be jointly and severally liable for all fees and damages arising from this Agreement.
- (7) Force majeure is the occurrence of an event or circumstance that prevents a party from fulfilling one or more of its contractual obligations under the contract if and to the extent that the party affected by the impediment proves that (a) this impediment is beyond its reasonable control and (b) the effects of the impediment could not have been reasonably avoided or overcome by the affected party, e.g. natural events, wars, labour disputes, epidemics, pandemics, etc.

If a party is prevented from fulfilling a contractual obligation due to force majeure, it shall not be in breach of contract if the affected party immediately informs the other party of the occurrence and cause of the delay and subsequently of its cessation. In this case, the other party shall be entitled to terminate the agreement prematurely by written notice.

- (8) Any notices required or permitted under this agreement shall be made in writing and shall be deemed to have been duly delivered if they are sent to the contracting party

concerned by personal delivery or by registered, pre-paid letter (with acknowledgement of receipt) or by e-mail to the data provided by the user. The user must always keep his data (in particular name/company, address, VAT number, bank details) up to date.

- (9) All annexes to this agreement form an integral part of this agreement, unless this agreement expressly provides otherwise. This agreement, including its annexes, contains all agreements between the contracting parties on the subject matter of the agreement. There are no verbal collateral agreements. Amendments and/or additions to this contract or its annexes must be made in writing to be effective. This formal requirement can only be waived by written agreement. Electronic communication (in particular e-mail) shall fulfil the written form requirement.
- (10) The parties declare that all services agreed in this contract are in a balanced and reasonable relationship to each other. Therefore, both parties waive the right to contest this contract for any reason whatsoever and/or to claim that it has not been validly concluded and/or is void (in particular due to laesio enormis or frustration of contract).
- (11) This contract and its legal validity, interpretation and fulfilment shall be governed by Austrian law to the exclusion of any conflict of laws rules which would result in the applicability of a law other than Austrian law and to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (12) All disputes arising from or in connection with this contract, including all pre- and post-contractual effects as well as tortious claims, shall be decided exclusively by the court with subject-matter jurisdiction for Feldkirch.
- (13) This agreement is conclusive. No verbal collateral agreements of any kind whatsoever exist at the time of conclusion of this agreement. The validity of the user's general terms and conditions is excluded.
- (14) Upon request, the User shall present suitable documents (current extract from the company register, photo ID, etc.) as proof of identity.
- (15) Should a provision of this contract or a subsequent amendment or supplement be or become ineffective, invalid or unenforceable or contain loopholes, this shall not affect the effectiveness, validity or enforceability of the remaining provisions. In the event of the ineffectiveness, invalidity, unenforceability or incompleteness of one of these provisions, a provision that comes as close as possible to the economic result and the meaning and purpose of the ineffective provision and is not ineffective, invalid or unenforceable shall be deemed to have been agreed between the contracting parties. This also applies to any loopholes.