

General Terms and Conditions

General information

1.1. These General Terms and Conditions ("**GTC**") shall apply to all current or future services and other legal transactions ("**Services**") entered into by RootSys GmbH, FN 491225s, Eduard-Bodem-Gasse 8, A-6020 Innsbruck (hereinafter referred to as "**Provider**") with contractual partners of the Provider as Customers or other recipients of Services (hereinafter referred to as "**Customer**").

1.2. The Customer's general terms and conditions, in particular general terms and conditions of purchase, shall not apply, even if the Provider does not expressly object to them or if they are printed on the Customer's general templates such as order forms or reference is made to them. Such terms and conditions shall only apply if the contracting parties have reached a deviating written agreement in individual cases.

1.3. The Provider reserves the right to amend these GTC. In the event of an amendment, the Provider shall notify the Customer of an updated version of the GTC. If the Customer does not object within a period of fourteen days, the amended GTC shall be deemed to have been agreed and all subsequent Services provided by the Provider to the Customer shall be subject to these amended GTC from this point of time, even if no further direct reference is made to them.

1.4. The Services provided by the Provider for the Customer care roughly divided into the following service areas:

- 1.4.1.** IT-security tests (penetration testing);
- 1.4.2.** Delivery of software;
- 1.4.3.** Distribution of licences ("**licences**") for software products;
- 1.4.4.** Consultancy Services and training;
- 1.4.5.** Development of IT-security concepts;
- 1.4.6.** Vulnerability assessments
- 1.4.7.** Cybersecurity audits

1.5. The provisions of these GTC shall apply to all Services provided by the Provider, irrespective of whether one of the service areas listed above is included. If specific provisions are made for individual service areas, these shall take precedence over the general provisions.

2. Offers and conclusion of contract, scope of services

2.1. Offers and cost estimates from the Provider are always non-binding unless they are expressly designated as binding. Binding offers are valid for a period of 10 days from their issue, unless a separate period of validity is specified in the offer.

2.2. Documents such as illustrations, dimensional and performance data as well as public statements (e.g. on the website or in marketing documents) of the Provider shall not be deemed warranted unless they have been expressly designated as binding in the offer.

2.3. After acceptance of the offer by the Customer, the contractual relationship between the Provider and the Customer is concluded

2.4. Any additional services rendered by the Provider not expressly stated within the offer are subject to additional remuneration by the Customer.

3. Prices and payment

3.1. All prices quoted for the Services of the Provider are in euros, excluding taxes, fees and charges, excluding travel expenses at standard industry travel expense rates, as well as excluding copyright or licence fees, etc. resulting from the performance of Services, (hereinafter all referred to as "**Ancillary Costs**"), unless otherwise agreed. These Ancillary Costs shall be borne by the Customer separately from the agreed or appropriate remuneration and shall be invoiced to the Customer by the Provider in addition.

3.2. The Provider is entitled to demand a down payment of up to 50 per cent of the remuneration from the Customer upon order confirmation. In this case, the Provider shall not commence with the provision of Services before receipt of the down payment. Delays due to late receipt of the down payment shall in any case be borne by the Customer.

3.3. In addition, the Provider shall be entitled at any time to request further amounts on account (advance payments) from the Customer or to invoice partial Services individually. Unless otherwise agreed, the remaining amount of the remuneration, including any ancillary costs, shall be paid by the Customer upon completion of the order.

3.4. Provider's invoices are due for payment within 2 (two) weeks without discounts or other deductions to the account of Provider in euros if not stated otherwise in the offer. Bank charges or exchange rate risks shall be borne by the Customer.

4. Delivery dates and delays

4.1. Performance deadlines specified by the Provider are non-binding unless they have been expressly agreed and designated as binding. Unless otherwise agreed, the performance periods, if requested, shall only commence upon receipt of the down payment by the Provider (3.2); otherwise upon dispatch of the order confirmation.

4.2. If non-compliance with the performance date is to be feared or has already occurred due to force majeure, boycotts, embargoes, labour disputes, riots, failure of means of transport, work restrictions, epidemics or pandemics, delays by suppliers or business partners, or similar events that are beyond the control of the Provider, the performance period shall be extended appropriately for the duration of the hindrance, without the Customer being entitled to make any claims against the Provider as a result. The Provider shall inform the Customer of the start and expected end of such hindrances as soon as possible.

4.3. In the event that the Provider is in default with regard to binding performance deadlines through its own fault, the Customer shall send a written reminder to the Provider, setting a grace period of at least 4 (four) weeks. Withdrawal from the contract by the Customer due to default by the Provider shall only be permitted after fruitless expiry of the grace period set.

4.4. If the Customer is in default due to a delay on the part of the Provider pursuant to point 4.3 he shall be entitled to demand compensation for delay if he can prove the specific damage, the causality, the unlawfulness and the fault of the Provider. The compensation for delay shall in any case be capped at 0.5 per cent of the order value for each full week of delay. Payment of the compensation for delay by the Provider shall settle all further claims of the Customer of any kind whatsoever.

5. Early Termination

5.1. The Provider shall be entitled to terminate the concluded contract prematurely by written notice with immediate effect for good cause, whereby the following in particular shall be regarded as good cause:

5.1.1. If the Customer seriously and persistently breaches or neglects its contractual obligations and fails to remedy the situation within 10 (ten) days of written notification of the breach;

5.1.2. If the Provider cannot reasonably be expected to continue the contractual relationship until the agreed termination, taking into account all circumstances of the individual case, or;

5.1.3. If insolvency proceedings have been opened against the Customer with legal effect or such opening has been rejected for lack of assets to cover costs.

5.2. In the event of premature cancellation of the contract by the Customer without good cause, the Customer shall in any case reimburse the Provider for the remuneration that the Provider would receive in the event of full performance of the service, without the Provider being obliged to provide the service in full in this case. Furthermore, in this case the Customer shall not acquire any rights of use to Services already provided by the Provider. The offsetting provision of Section 1168 Austrian Civil Code (ABGB) is excluded in any case. The assertion of further damages by the Provider remains unaffected by this provision.

5.3. If the Customer cancels the contractual relationship prematurely - for whatever reason - the Provider is in any case entitled to invoice the Customer for the Services actually provided by the Provider up to the cancellation of the contractual relationship. The above under point 5.2 shall remain unaffected by this provision.

5.4. Furthermore, in the event of premature termination of the contract, the Customer shall be obliged, at the request of the Provider, to hand over to the Provider in full all diagrams, data carriers, devices and other documents etc. (hereinafter referred to as "items") created in the course of fulfilment of the contract.

6. Cooperation of the Customer

6.1. The provision of Services by the Provider may be dependent on the fulfilment of the Customer's obligations to cooperate. Such obligations to cooperate include, in particular, the provision of necessary, accurate, complete and correct information, documents

and suitable contact persons, the making of required advance payments and the necessary approval of work steps, etc. The Customer must also ensure that complete and sufficient backups are made before the start of the Provider's Services.

6.2. All service steps, interim results and other decisions requiring approval shall be checked by the Customer and approved within 3 (three) working days of receipt by the Customer. If they are not released in good time, they shall be deemed to have been approved by the Customer.

6.3. The Customer is obliged to inspect Services for defects immediately after delivery (e.g. the date of receipt of the final report), at the latest within fourteen days, and to report such defects immediately in writing. If recognisable defects are not noted during an appropriate inspection, the service shall be deemed to have been approved and as a waiver of further claims by the Customer and the Customer shall then in particular no longer be entitled to any claims for warranty, compensation due to the defect or error regarding the absence of defects in the Services. If the Customer allows the period of 14 days to elapse, the Services shall be deemed to have been accepted as of the end date of the period.

6.4. The Customer is not entitled to refuse acceptance of Services due to insignificant defects. Any defects identified shall be remedied by the Provider within a reasonable period of time, whereby the provisions of Section 8 shall apply. If there are significant defects reported in writing that make it impossible to use the Services, a new acceptance is required after the defects have been rectified.

6.5. The Customer must also ensure that the Services of the Provider are (legally) permissible (e.g. permission to attack Customer's systems) and that all necessary authorisations and notifications are available, that conditions are complied with, that sensitive information is handled securely and that no other legal or factual circumstances prevent the provision of Services.

6.6. The Customer must check the legal admissibility of all Services provided by the Provider, in particular with regard to competition and public law as well as trade mark, copyright and administrative law, prior to their release and shall indemnify and hold the Provider harmless against any third-party claims arising from infringements of this kind.

6.7. Furthermore, the Customer shall be obliged to check the documents provided by it to the Provider to determine whether the further use and processing by

the Provider impairs or infringes the rights of third parties or any legal obligations of any kind whatsoever. The Customer shall indemnify and hold harmless the Provider against any third-party claims arising from the infringement of such rights or laws. If the Provider has reasonable grounds to suspect that the documents provided infringe the rights of third parties or laws of any kind whatsoever, the Provider shall be entitled to refuse to use and process them without incurring any consequences of default within the meaning of point 4.3. Such a refusal shall not entitle the Customer to assert any claims whatsoever against the Provider.

7. Retention of title

7.1. The Provider shall retain title to products and reports created or parts thereof - in particular concepts, drafts or ideas - until all claims arising from the business relationship have been fulfilled by the Customer. The Provider is entitled to mark its ownership of these products. In the event that the property of the Provider is lost while the products are in the sphere of the Customer, the Customer undertakes to compensate for all damages arising or incurred as a result.

7.2. The Customer is prohibited from assigning the Services and products provided by the Provider to a third party or passing them on in any other way.

7.3. The Customer must inform the Provider immediately of all processes or actions affecting the retention of title, in particular of enforcement measures, and refrain from such processes if requested by the Provider.

7.4. For the transfer of intellectual property rights, performance rights and rights of use, separate provisions are made in Section 10, which take precedence over these general provisions.

8. Warranty

8.1. For material defects and defects of title of the Services, the Provider shall provide a warranty - to the exclusion of further claims - exclusively in accordance with the following provisions:

8.2. When providing Services, the Provider shall only provide a warranty for the professional performance of the service, but expressly no warranty in the event that a service provided by it does not achieve the desired success or is not suitable for the purpose intended by the Customer. Certain properties are only owed if these have been expressly agreed in writing.

8.3. The presumption of defectiveness at the time of handover in accordance with Section 924 Austrian Civil

Code (ABGB) is excluded by mutual agreement. The burden of proof of defectiveness therefore lies with the Customer.

8.4. No warranty shall be provided by the Provider in the following cases in particular: Unsuitable or improper use, modified operating system components or software requirements, interfaces and parameters, use of unsuitable organisational means and data carriers, insofar as such are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions), completeness of reports submitted, etc.

8.5. In the event of a defect covered by warranty, rectification shall in any case take precedence over price reduction or cancellation. In the event of a justified notice of defects, the defects shall be remedied within a reasonable period of time, whereby the Customer shall enable the Provider to take all measures necessary for the inspection and rectification of defects. The Provider is also entitled to choose the place of fulfilment of the warranty obligation. Any Ancillary Costs for the rectification of defects shall be borne by the Customer.

8.6. The Customer has the right to withdraw from the contract if the Provider - taking into account the statutory exceptions - allows a deadline of at least 3 (three) weeks set for rectification or replacement to elapse fruitlessly. If there is only a minor defect, the Customer shall only be entitled to a reduction in payment.

8.7. In the event of improvements or replacement of the Services, the statutory warranty period shall again only apply to the improved or replaced part of the Services.

8.8. Costs for assistance, misdiagnosis and error and fault rectification for which the Customer is responsible, as well as other corrections, changes and additions shall be carried out by the Provider against payment. This shall also apply to the rectification of defects if software changes, additions or other interventions have been made by the Customer itself or by third parties or if the Customer has given unjustified notice of defects.

8.9. The obligation to update Services supplied by the Provider in accordance with Section 7 Consumer Warranty Act (VGG) is excluded, unless this has been expressly agreed.

9. Liability

9.1. The liability of the Provider for damages caused by slight negligence, with the exception of personal injury, is excluded. Liability is also excluded for pure

financial loss, loss of profit, damage to third parties, indirect damage, consequential damage and loss of production. Furthermore, cases listed in the "Permission to Attack" are excluded from Provider's liability.

9.2. The reversal of the burden of proof under Section 1298 Austrian Civil Code (ABGB) is excluded.

9.3. The liability of the Provider shall in any case be capped at the order amount.

9.4. Claims for damages against the Provider or employees of the Provider shall lapse within six months of becoming aware of the damage and the damaging party, unless they have been asserted in court by then.

9.5. In the event of a breach of the duty to cooperate under point 6 the liability of the Provider - for any damage whatsoever - is excluded.

9.6. Any liability on the part of the Provider for claims made against the Customer on the basis of the service provided by the Provider is expressly excluded if the Provider has fulfilled its duty to provide information in this respect or if such a duty was not recognisable to it. Slight negligence shall not be deemed to have caused damage.

9.7. If the Provider uses a vicarious agent to fulfil contractual claims, the Provider's liability shall also be limited to the amount that the Provider could assert in the context of recourse against the vicarious agent.

10. Intellectual property rights,

10.1. The Provider is authorised to affix a copyright notice to all Services. The Customer undertakes not to remove Provider's details - in particular copyright notices - or to change them without the prior written consent of the Provider.

10.2. The copyrights or exploitation rights to copyrights of the Provider and of third parties commissioned by the Provider pursuant to Section 12.1 and other licensors of works created (in particular offers, reports, analyses, expert opinions, software, service descriptions, drafts, calculations, data carriers, research reports, etc.) or parts thereof shall remain with the Provider or its licensors. They may be used by the Customer during and after termination of the contractual relationship exclusively for the purposes covered by the contract and within the agreed scope of use. The rights of use shall not be transferred until the remuneration has been paid in full. In particular, the Customer is not entitled to grant third parties rights to the Services of the Provider or parts thereof or its licensors, to transfer rights of use to third parties or to

grant sub-licences to third parties or to make the Services of the Provider or its licensors accessible to third parties for the purpose of use.

10.3. Changes to and processing of Services provided by the Provider, in particular their further development by the Customer or by third parties working for the Customer, are only permitted with the express consent of the Provider and - insofar as the Services are protected by copyright - of the author.

10.4. Under no circumstances shall any (unlawful) reproduction/dissemination give rise to any liability on the part of the Provider - of any kind whatsoever, in particular for accuracy and completeness - towards third parties.

10.5. If licence rights to products from third-party manufacturers are to be procured or made available to the Customer within the scope of the fulfilment of the contract by the Provider - for example in the case of standard software - these shall be supplied on the basis and under the conditions of the licence or transfer agreement specified by the third-party manufacturer. At the Customer's request, the Provider shall present these licence or transfer conditions. The Customer recognises in full - even in the event that he waives the right to inspect them - the respective licence or transfer conditions of the third-party manufacturer and shall indemnify and hold harmless the Provider in the event of any breach of these conditions for which he is responsible. All related copyrights and intellectual property rights shall remain with the respective third-party manufacturer. Under no circumstances shall the Provider grant the Customer any further rights of use than those to which it is entitled to the licensed product itself or is entitled to grant on the basis of third-party licence conditions. In particular, the Customer shall be liable for ensuring that the documents provided to the Provider for processing do not infringe the rights of third parties, may be used within the scope of the contractually intended purpose and do not violate applicable law.

10.6. For any software provided, the Customer acquires the non-exclusive right to use the software only for the agreed, personal purposes, only for the contractually specified hardware and only to the extent of the number of licences purchased. The delivery of customised software is always carried out as object code. The delivery of source code requires a separate written agreement. Further use of the source code for other purposes and Customers is expressly permitted to the Provider unless otherwise agreed in writing.

10.7. If the Customer uses the intellectual property of the Provider unlawfully, it shall be liable to the Provider

for double the amount of the appropriate fee for this use.

11. Data protection

11.1. The Customer has taken note of the data protection information of the Provider (available under <https://www.rootsys.at>).

11.2. The Provider shall be entitled to create, save and maintain copies and backups of the documentation, artefacts and code provided by the Customer and Provider's Services for a term of 10 years in any case.

12. General provisions

12.1. The Provider shall be free to have activities required for the fulfilment of the contract performed in whole or in part by third parties, in which case no direct contractual relationship of any kind whatsoever shall arise between the third party and the Customer. The Provider shall carefully select the third parties according to their professional qualifications.

12.2. The scope of the Services to be provided by the Provider is set out in the order confirmation (point 2.3) or the documentation. The Customer shall have the option of adapting, modifying or supplementing the scope of the project during the term of the contract in agreement with the Provider if necessary (hereinafter referred to as "**Project Supplement**"). Such a Project Supplement must be made in writing and the provisions of these GTC shall apply in any case. If the Project Supplement involves additional work for the Provider compared to the original project, the Provider shall be entitled to charge a separate fee for this.

12.3. If the Project Supplement requested by the Customer requires an extensive examination, in particular whether and under what conditions the Project Supplement is feasible, the Provider shall be entitled to demand separate remuneration for this.

12.4. The Customer was informed by the Provider that a Project Supplement could lead to higher costs and (time) delays.

12.5. The Provider shall also be authorised to commission a third party on behalf of the Customer after informing the Customer in advance. The Customer shall enter into obligations towards third parties that have been named to the Customer and that extend beyond the term of the contract. This shall also expressly apply in the event of premature cancellation of the contractual relationship for good cause.

12.6. All legal relationships between the Provider and the Customer shall be governed exclusively by Austrian law, with the exception of Austrian international private law and the UN Convention on Contracts for the International Sale of Goods.

12.7. The contracting parties agree that the place of jurisdiction for all disputes arising from or in connection with this contractual relationship shall be the competent court for the registered office of the Provider. However, the Provider shall also be entitled to bring an action at the Customer's registered office.

12.8. The place of fulfilment for the obligations arising from the contractual relationship is the registered office of the Provider.

12.9. The Customer may not transfer or assign the contractual relationship to third parties without the written consent of the Provider. The Provider is authorised to assign to third parties without the Customer's prior consent.

12.10. Unless expressly agreed otherwise, sending an e-mail is sufficient to fulfil the written form requirement.

12.11. The Customer acknowledges that the Provider will also send the Customer information relevant to the contract by email. The Customer is therefore obliged to inform the Provider immediately of any changes to his contact information, in particular his contact email address. The Provider shall not be liable for any damage or disadvantages arising from the Customer's breach of this duty to inform the Provider.

12.12. Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.

12.13. The provisions of these GTC and those provisions agreed in detail in writing between the Provider and the Customer shall continue to apply until all contractual or statutory periods, in particular those relating to compensation for damages, warranty, etc., have expired.

12.14. The Customer may not withhold payments. The Customer may only offset claims against claims of the Provider if the claims have been recognised or established by a court.

12.15. In the event of contradictions in the contractual bases, the following order shall apply: (i) order confirmation and/or documentation, (ii) these GTC.

12.16. Amendments or additions to the order confirmation, the service description and the documentation as well as provisions of these GTC must be made in writing. This also applies to any waiver of the written form requirement.

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