

General Terms and Conditions for Services of UNITY Austria GmbH

1 Type and scope of the service

The Contractor shall provide the service in accordance with the agreements in the contract. The client bears responsibility for the project and its success. Proper data backup is the responsibility of the client. Contractual services are not the subject of the contract and shall only become effective in the form of a deviating written agreement in the contract.

The Contractor shall provide the service in accordance with the state of the art at the time the contract is concluded and by personnel who are qualified to provide the agreed services.

2 Cooperation between the contractual partners

If contact persons of the contractual partners are expressly named in the contract, only these are responsible contact persons.

The Client shall submit requests for the service to be provided exclusively to the responsible contact person designated by the Contractor and shall not issue any instructions to the other persons deployed by the Contractor. The persons deployed by the Contractor shall not enter into any employment relationship with the Client, even if they provide services on the Client's premises.

The contracting parties shall notify each other immediately of any claims asserted by third parties. Insofar as the client is responsible for the infringement of property rights, claims against the contractor are excluded.

3 Exchange of persons

The Contractor is entitled to replace the persons employed to fulfill the contract with others. The Contractor shall take appropriate account of the Client's interests when making the selection.

4 Intellectual property rights

The Contractor shall grant the Client the non-exclusive, permanent, irrevocable and non-transferable right to use the embodied service results provided under the contract, insofar as this arises from the purpose and scope of the contract. These rights include the agreed interim results, training documents and aids.

The rights of use shall be transferred at the earliest upon full payment of the remuneration. Deviations from these usage regulations require written agreement in the contract.

5 Cooperation of the client

The Client shall support the Contractor to a reasonable extent in the provision of the contractual services. In particular, it shall provide the Contractor with the necessary employees and the necessary information and documents in full and in good time and, in the case of work on the Client's premises, shall provide the necessary premises and the necessary technical equipment. Any additional cooperation services shall require a separate agreement in the contract.

6 Remuneration

6.1 Any remuneration agreed in the contract on a time and material basis shall be the remuneration for the time spent on the contractual services, unless otherwise agreed. Waiting times of the Contractor for which the Client is responsible shall be remunerated as working hours.

The Contractor shall issue invoices monthly in arrears, unless otherwise agreed. If proof of performance is attached to the invoice, it shall be deemed approved if and insofar as the Client does not raise any objections within 14 calendar days of receipt.

6.2 Travel time, travel expenses and ancillary costs are remunerated in accordance with the contractual agreements.

7 Warranty

The Contractor shall be entitled and obliged, regardless of fault, to rectify any inaccuracies and defects in its performance that become known. He shall inform the Client thereof without delay. This claim of the Client shall expire six months after the respective service has been provided.

8 Liability

8.1 The Contractor shall only be liable for damages - with the exception of personal injury - insofar as intent or gross negligence can be proven.

8.2 In addition, the Contractor's liability is limited to twice the contract amount, but to a total of EUR 500,000 per claim and per contract. An individual case of damage is to be understood as the sum of the claims for damages of all entitled parties resulting from a uniform service. The Contractor shall also only be liable for damages arising from several similar, uniform services due to several breaches based on the same technical error up to twice the contract amount or up to a maximum of EUR 1,000,000 per contract.

8.3 Liability for slight negligence is limited to typical, foreseeable damage and is excluded unless the damage was caused by the Contractor's executive employees. This also applies if the contractor uses third parties to fulfill the contract.

8.4 The Contractor shall not be liable for loss of profit, consequential damages, indirect damages or pure financial losses of any kind.

8.5 Any claims for damages must be asserted in court within six months of becoming aware of the damage, but no later than three years after the event giving rise to the claim.

8.6 The limitations of liability shall not apply in the event of injury to life, limb or health or where the Product Liability Act applies.

9 Offsetting

The client may only offset undisputed or legally established claims.

10 Data protection, confidentiality and security

10.1 The Contractor undertakes to maintain absolute confidentiality about all business matters of which it becomes aware, in particular business and trade secrets and any information it receives about the nature, scope of operations and practical activities of the Client.

10.2 Furthermore, the Contractor undertakes to maintain confidentiality towards third parties regarding the entire content of the contract as well as all information and circumstances that it has received in connection with the performance of the contract, in particular also regarding the data of the Client's customers.

10.3 The Contractor shall be released from the duty of confidentiality vis-à-vis any assistants and deputies it uses. However, he must transfer the duty of confidentiality to them in full and shall be liable for their breach of the duty of confidentiality in the same way as for his own breach.

10.4 The Contractor is entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The Client warrants to the Contractor that all necessary measures have been taken for this purpose, in particular those within the meaning of the General Data Protection Regulation ("GDPR"), such as declarations of consent by the data subjects.

10.5 The duty of confidentiality extends for two years beyond the end of this contractual relationship. Exceptions exist in the case of statutory obligations to give evidence.

11 Text form

Unless otherwise agreed, contractual notifications and declarations must be made at least in text form.

12 Applicable law

This contract shall be governed by Austrian substantive law to the exclusion of the conflict of law rules of private international law.

13 Severability clause

Should individual provisions of the contract be invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall work together to replace ineffective provisions with provisions that correspond as closely as possible to the ineffective provisions. The same shall apply mutatis mutandis in the event of a loophole in the contract.

14 Place of jurisdiction, place of performance

The place of performance and jurisdiction for all services and disputes is exclusively the registered office of UNITY Austria GmbH. The Contractor is also entitled to take legal action at the headquarters of the Customer.

Status: 31.01.2025