General Terms & Conditions

of

alladin-IT GmbH

FN 404469h, Vienna Commercial Court
VAT ID (ATU) 68318858
Hebragasse 2/6
1090 Vienna, Austria
www.alladin.at

Vienna, January 2017

1. General remarks

1.1 alladin-IT GmbH, hereinafter referred to in short as Contractor, is providing services for the Principal in respect of information technology and the operation of hardware and software components.

1.2 These General Terms & Conditions (GTC) shall apply to all present and future services which the Contractor provides for the Principal, even if in any specific case there is no further explicit reference to the GTC in subsequent contractual agreements.

1.3 The present GTC shall in any event take precedence over the General Terms & Conditions of the Principal; similarly, any General Terms & Conditions of the Principal will only be deemed to have legal effect if they have been acknowledged in writing by the Contractor and are not at variance with the present GTC.

2. Scope of services

2.1 The Principal's written order must precisely define the scope of services of the Contractor. Where services of the Contractor are not covered by the Principal's written order, these are to be remunerated by the Principal on the basis of actual personnel and material expenditure at the Contractor's rates applicable at the time. This shall also include in particular services provided outside the Contractor's normal business hours, the analysis and remedying of faults and errors which have occurred as the result of improper handling or operation on the part of the Principal, or other circumstances beyond the control of the Contractor. Similarly, training services shall not as a general rule be included as part of the services, and shall require a separate agreement.

2.2 In as much as the Contractor brokers services of third parties at the Principal's request, these contracts shall be concluded exclusively between the Principal and the third parties according to the terms and conditions of the third party applicable at the time. The Contractor shall only be responsible for the services provided by the Contractor itself.

2.3 Any requests for additions and changes made subsequent to conclusion of the contract shall be remunerated separately in accordance with the specified conditions; these present GTC shall also apply to such requests for additions and changes.

3. Principal's duties of cooperation and provision

3.1 The Principal agrees to support any and all measures that are required for the services to be provided by the Contractor. The Principal agrees furthermore to take any and all measures that are required for the fulfilment of the contract and that are not included in the Contractor's scope of services.

3.2 The Principal shall at its own expense furnish all the information, data and documentation required by the Contractor in order to execute the order and in the form required by the Contractor.

3.3 Should the Principal fail to meet its obligations to cooperate in accordance with the agreed dates or in accordance with the specified scope, the services provided by the Contractor shall nevertheless be deemed rendered in compliance with the contract despite any possible limitations. In so far as the Contractor incurs additional expenses and/or costs as the result of the Principal's breach of duties, these must be reimbursed separately by the Principal at the rates applied by the Contractor at the time.

3.4 Unless expressly agreed otherwise in writing, the Principal shall provide cooperation and assistance free of charge.

4. Impairments to service

4.1 The Contractor agrees to provide the services in accordance with the contract. Should the Contractor fail to provide the services at the times specified or only provide defective services, in other words, services deviating significantly from the quality standards agreed upon, the Contractor shall be obligated to commence remedying of the defects immediately and to provide its services properly and free from defects within a reasonable period.

4.2 If defective services result from cooperation or assistance provided by the Principal, any duty to remedy defects free of charge will be ruled out. In such cases, the services provided by the Contractor shall nevertheless be deemed rendered in compliance with the contract despite any possible limitations.

4.3 The Principal must support the Contractor in the remedying of defects and provide all the necessary information free of charge. The Principal must report any defects that occur to the Contractor without delay in writing. Any additional expense in respect of remedying of defects that is incurred as the result of late reporting shall be borne by the Principal.

4.4 The warranty obligation for deliveries of hardware or software products of the Contractor shall be 6 months from handover. It is agreed that section 924 of the ABGB (Austrian General Civil Code) "Presumption of defectiveness" shall be excluded. As regards any third-party hardware or software products provided for the Principal by the Contractor, the respective warranty conditions of the manufacturer of these products shall take precedence over the provisions of this clause. The Contractor shall retain title to all the hardware and software products the latter has supplied until such time as payment has been made in full.

5. Liability

5.1 The Contractor shall only be liable vis-à-vis the Principal for damage proven to be caused by the former intentionally or through gross negligence. By analogy, this shall also apply to loss or damage caused by third parties called in by the Contractor. The Principal must prove the presence of gross negligence. The Contractor shall have unlimited liability solely in the event of personal injury for which it is culpable.

5.2 Liability for indirect damage - such as lost profit, costs associated with interruption of business, loss of data or claims by third parties - is expressly excluded.

Liability for any lost profit on the part of the Principal is also excluded.

5.3 Compensation claims shall become time-barred pursuant to applicable statutory provisions, however – in derogation of these – at the latest when one year has elapsed since the Principal became aware of the damage and of the party causing the damage.

5.4 Where the Contractor performs the services with the aid of third parties, and warranty and/or liability claims arise in this connection vis-à-vis this third party, the Contractor shall transfer these claims to the Principal. In this event the Principal must exclusively hold these third parties liable.

5.5 Liability for non-material damage (damage to image etc.) due to defective hardware or software supplied by the Contractor is expressly excluded. The Contractor will pay damages in respect of the points outlined above only for damage actually suffered by the Principal.

5.6 The Principal shall be solely responsible for the content of any software developed by the Contractor which is displayed publicly (e.g. Internet) or is partially publicly accessible (e.g. Intranet). The Principal must indemnify the Contractor and hold it completely harmless in this connection.

5.7 The amount of any compensation and warranty claims shall in any event be limited to ten times the amount of the order price agreed in the contract between Contractor and Principal.

6. Use of software products and documents

6.1 In so far as the Principal is provided with software products by the Contractor or the Principal is permitted to use the software products as part of the services provided, the Principal shall be entitled to the non-exclusive, non-transferable, non-sublicensable right, restricted to the term of the contract, to use the software products in unmodified form.

6.2 A licence shall be required for each concurrent user in the event of software products used within a network. If software products are used on "stand-alone PCs", a separate licence shall be required for each PC.

6.3 Where third-party software products are provided for the Principal by the Contractor, the respective licence terms of the manufacturer of these software products shall take precedence over the provisions of this clause.

6.4 In as much as no separate agreement is made, no more extensive rights to software products shall be transferred to the Principal.

The rights of the Principal under sections 40(d), 40(e) of the UrhG (Copyright Act) shall not be affected.

6.5 It is not permitted to reproduce or disseminate any of the documents supplied to the Principal by the Contractor, in particular the documentation in respect of software products, in any way, in return for payment or free of charge.

6.6 The Principal agrees that the Contractor's name shall appear by way of its logo on the software it has programmed (e.g. website) and that this logo will be linked to the website of the Contractor.

6.7 The Principal undertakes to name the Contractor as author in the basic structure of the program even during ongoing further development of the software developed by the Contractor and/or to retain the reference to the Contractor's authorship contained in it.

7. No set-off

The setting off of the Principal's counterclaims against the Contractor's claims arising from the contractual relationship shall not be permitted.

8. Payment

8.1 The invoices issued by the Contractor shall be due for payment 14 days from the date of invoice without any deduction and free of charges.

8.2 Failure to make the agreed payments shall entitle the Contractor to stop the ongoing work and withdraw from the contract. All costs associated with this and the loss of profit shall be borne by the Principal.

8.3 In the event of default, default interest of 8% above the base rate (section 1333 subsection 2 ABGB) shall be deemed agreed.

8.4 The Principal shall not be entitled to withhold payment for reasons of incomplete delivery, guarantee or warranty claims or deficiencies.

9. Applicable law and place of jurisdiction

Austrian law shall apply. It is deemed agreed that only the local jurisdiction of the court with material competence for the Contractor's place of business shall apply to any disputes. The sole place of performance shall be the Contractor's place of business. The official language of the contract shall be German.

The provisions above shall apply to the sale to consumers within the meaning of the KSchG (Consumer Protection Act) only to the extent that the KSchG has no other peremptory provisions.

10. Other

Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remainder of the contract. The parties to the contract will work together in the spirit of partnership so as to find a provision which most closely approximates the invalid provisions.