

General terms and conditions
of LieberLieber Software GmbH

1. Validity

- 1.1. These general terms and conditions, hereinafter referred to as "GTC", apply to contracts between LieberLieber Software GmbH, hereinafter referred to as "LL", and their customers. For all legal transactions between the customer and LL, these GTC and any other documents mentioned in these GTC apply exclusively. The version valid at the time of conclusion of the contract applies.
- 1.2. Changes to the GTC will be announced to the customer and are deemed to have been agreed to if they do not contradict the changed GTC in writing within 14 days; the customer is expressly informed of the importance of silence in the communication.
- 1.3. The terms in the main contract (offer and acceptance) take precedence over terms in the GTC. In the event of conflicting regulations, the following order of application applies: main contract (offer and acceptance) – general terms and conditions – enclosures.

2. General

- 2.1. The performance and the consideration of the specific order are contractually agreed upon on a case-by-case basis. Subsequent changes to the performance content by the customer require written confirmation from LL. In the absence of an individual contractual agreement, services provided by LL shall be charged according to LL's current price list valid at the time the services are rendered.
- 2.2. Offers from LL can be revoked at any time until they are accepted and are binding for a maximum of 4 weeks, unless otherwise stated in the offer.
- 2.3. The delivery period is determined by the individual contractual agreement. If nothing has been arranged, a delivery period of 3 months applies. Even if there was already a delay, it is extended if unforeseen events occur on the part of LL and its subcontractors within the duration of these events.
- 2.4. If a good is concerned, the risk shall pass to the customer when the good or product leaves the factory, even in case of freight paid delivery. In the case of delays in dispatch for which the customer is responsible, the risk will already pass over with the notification of readiness for dispatch. Unless otherwise agreed on, LL chooses packaging and shipping method to the best of its discretion.
- 2.5. LL is released from all obligations to provide deliveries and services if the provision of the delivery or service becomes temporarily or permanently, in whole or in part, impossible, economically unreasonable or prohibited due to force majeure or other unforeseen obstacles beyond LL's control.
- 2.6. In absence of a deviating agreement, the customer has 14 days after the service has been provided to check and accept the service. If this does not happen, LL can set a grace period of a further 14 days and then withdraw from the contract and/or request compensation for non-fulfilment.
- 2.7. The resale of the purchased products is prohibited unless expressly agreed to in writing. Even in the case of written permission to resell, the customer must ensure that the end customer effectively agrees to the terms specified in the GTC and any license agreements. The reseller shall indemnify and hold LL harmless in this respect.

2.8. In absence of a deviating agreement, the place of delivery is the corporate seat of LL.

3. Software products and maintenance service

- 3.1. LL offers licences for software products. The acquisition of these licences requires the customer's acceptance of the license terms (also referred to as "EULA"), which are available and can be accessed on the LL website.
- 3.2. Each delivered software only offers the functions separately identified in the respective version according to the respective individual contract. Furthermore, no functionalities are owed unless they have been expressly agreed to separately and in writing between the parties.
- 3.3. In general, the expansion of the range of functions by upgrading the respective software is subject to costs to be paid.
- 3.4. LL offers a maintenance contract in connection with a purchased license for the respective software. The scope of these functionalities results from the respective individual contract.
- 3.5. The maintenance contract is concluded for one year and is generally charged separately from the other services provided by LL.

4. Trainings

- 4.1. LL offers training, consulting and coaching services. A distinction is made between the following types of training:
 - Public training: This training consists of several participants from different companies.
 - On-Site training: This training is conducted at the customer's premises or at another location designated by the customer. The customer is responsible for providing suitable premises, technical equipment, infrastructure, access rights and any other organisational requirements necessary for the proper delivery of the training. Unless otherwise agreed, LL is responsible only for providing the trainer and the agreed training content.
 - In-house training: This type of training is organised and delivered by LL exclusively for employees or representatives of a single customer. The dates, content, scope, and location of the training are agreed individually between LL and the customer. Unless otherwise agreed, these General Terms and Conditions shall apply..
 - Face to Face ("One on One"): In this type of training, a single person is coached on predefined topics.
- 4.2. All trainings that are offered are web-based (eTraining), they are only held in person if expressly agreed upon. If training takes place in person, the costs for conducting the training in rooms provided by LL and the issuance of a certificate of attendance are included. The provision of documents accompanying the training will be charged additionally.
- 4.3. LL reserves the right to cancel training dates for organisational reasons, for example if the minimum number of participants has not been reached, up to ten calendar days before the start of the training. Furthermore, LL reserves the right to cancel or postpone training courses at short notice (e.g. due to illness), up until the start of the training course. In this case, the participants will be informed immediately. If an appointment is cancelled due to illness of the trainer during an in-house training, any travel and accommodation costs will be paid for by LL. In the event that a training is postponed for organisational reasons, no (further) claims will arise against the contractual partner.

- 4.4. For On-Site trainings, if the customer cancels the training less than fourteen calendar days before the agreed training date, LL may invoice any travel and accommodation costs already incurred or contractually committed, as well as 50% of the agreed training fee. In case of cancellation one calendar day before the training date, on the training date itself, or in case of non-attendance, LL may invoice 100% of the agreed training fee, plus any incurred or committed travel and accommodation costs. Cancellation must be made in writing.

5. Independence and loyalty

The contracting parties commit to being loyal to each other. They will refrain from any enticement and employment of employees of the other contracting party who have worked on the realisation of orders for the duration of the contract and 12 months after termination of the contract. For each violation, the party violating this obligation will pay a contractual penalty in the amount of a one year's salary, but at least EUR 50,000.00. The claim on payment of the contractual penalty does not exclude claims to compensation for any further damage and claims to an injunction.

6. External services/entrustment of third parties

LL is entitled to have their tasks be performed in whole or in part by third parties. The third party will be paid exclusively by LL itself. No direct contractual relationship whatsoever will arise between the third party and the customer.

7. Customer's obligations to cooperate

- 7.1. The customer will ensure that the organisational framework for the fulfilment of the order at his place of business allows work to be carried out as undisturbed as possible and conducive to the rapid progress of the work process. Furthermore, the customer commits themselves to installing and/or copying the necessary programs and files so that LL can more easily fulfil its contractual obligations.
- 7.2. The customer will present LL with all the documents that are necessary for the fulfilment and execution of the order in good time, even without being specifically requested to do so, and will inform LL of all processes and circumstances that are important for the execution of the order. This also applies to all documents, processes and circumstances that only become known during the customer's work.
- 7.3. Regarding
- software-related services, this especially includes complete information about the technical and organisational environment in which the respective services are provided and/or software created by LL is used;
 - consultancy services, this especially includes complete information about previous and/or ongoing consultations – also in other specialist areas.
- 7.4. The customer is obligated to check the documents (photos, logos, etc.) provided for the execution of the order for any IP, data protection or other rights of third parties (rights clearing) and guarantees that the documents are free of third-party rights and can therefore be used for the intended purpose.

8. Confidentiality and data protection

- 8.1. LL and the customer commit themselves – subject to 10.2. of these General Terms and Conditions - to absolute secrecy about any and all business matters that come to their knowledge, especially business and trade secrets as well as any information that they receive about the nature, scope of operations, and practical activities of the contractual partner.
- 8.2. LL is released from the responsibility of confidentiality towards any assistant and representatives it uses.
- 8.3. LL is entitled to processing personal data entrusted to it within the scope of the purpose of the contractual relationship. The customer warrants to LL that all necessary measures have been taken for this purpose, especially those in accordance with the Data Protection Act, such as declarations of consent of the persons concerned, unless otherwise agreed upon. In all other respects, the data protection terms of LL apply, which precede these terms.

9. Protection of intellectual property

- 9.1. In absence of a deviating agreement, the copyright exploitation rights on the works created by LL, its employees, and commissioned third parties will remain with LL. The works may be used by the client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the customer is not entitled to reproduce and/or distribute the work(s) without the explicit consent of LL. Likewise, any modification and/or adaptation of the work requires the prior consent of LL. Under no circumstances will any unauthorised reproduction, distribution or adaptation of the work give rise to any liability on part of LL - in particular, for the accuracy or usability of the work – with respect to third parties.
- 9.2. For the use of services and works of LL that exceeds the originally agreed on purpose and scope of use, the prior consent of LL is required - regardless of whether or not this service or work is protected by copyright. In any case, LL is entitled to a separate reasonable remuneration.
- 9.3. The customer has no claim on the source code. It is not permitted to use the software in such a way that a reverse engineering of the various manufacturing stages of the software becomes possible. Especially decompilation and reverse engineering are included in this respect.

10. Labelling

- 10.1. LL is entitled to refer to itself and, if applicable, to the author of all works produced, provided or delivered goods and all services rendered, without the customer being entitled to any remuneration for this.
- 10.2. LL is entitled to refer to the existing or former business relationship with the customer on their own advertising media and on its internet website with the name and company logo (reference).

11. Fees/prices

- 11.1. LL is optionally entitled to,
 - in the case of target debt relationships, i.e. the delivery of a certain product,
 - to submit interim invoices at any time in accordance with the progress of the work and/or
 - to demand payment on account in accordance with the respective progress and/or
 - to demand a first instalment of 50% of the order value when the order is placed and the second instalment upon completion;

- in the case of continuing obligations, e.g. ongoing maintenance, to charge either the full amount at the beginning of the contract term or at regular intervals agreed in advance and in accordance with the services provided up to that point. If no interval has been agreed, invoicing can always be on a monthly basis.
- 11.2. In any case after completion of the agreed work, provision or delivery of the goods or performance of the service, LL will receive a fee in accordance with the separate agreement between the customer and LL.
 - 11.3. In any case, the fee will be due upon invoicing by LL.
 - 11.4. The fee is to be understood as a net fee plus value added tax at the statutory rate. In the absence of an agreement in an individual case, LL will be entitled to a fee in the amount customary in the market for the services rendered and the licence of the rights of use under copyright and trademark law. The costs of program carriers (e.g. hard disks (internal, external), CDs, magnetic tapes, magnetic disks, floppy disks, streamer tapes, magnetic tape cassettes etc.), other hardware parts necessary for the fulfilment of the contract as well as any contract fees will be charged separately, whereby LL is entitled to charge surcharges of up to 20% of the original price of the goods in this respect.
 - 11.5. Any cash outlays, expenses, travel costs, etc. incurred will be additionally reimbursed by the customer, when LL provides the receipt. Travel times are deemed as working time. The additional expense for handling such cash expenses may, in the absence of any agreement to the contrary, be charged by LL according to the actual effort or with a flat-rate percentage surcharge of a maximum of 10% on the cash expenses.
 - 11.6. Cost estimates from LL are not binding. If it is foreseeable that the actual costs exceed the costs estimated in writing by LL by more than 15 %, LL will inform the customer of the higher costs. The cost estimate overrun is considered to be approved by the customer, who is not a consumer in the accordance with § 1 para 1 KSchG, if the customer does not object in writing within three working days after this notification and also announces cheaper alternatives. If the cost estimate is exceeded by up to 15%, a separate notification is not required. This cost estimate overrun is assumed to be approved by the customer from the outset.
 - 11.7. In the event that there are more than six months between the closure of the contract and the agreed delivery date, LL is entitled to add the increase in wages, material costs or the market cost price to the price. The customer is only entitled to withdraw from the contract if the individual increases amount to more than 10 % of the original price.
 - 11.8. If the agreed works are not performed, the goods are not delivered or provided or if the service is not provided due to reasons on part of the customer, due to a justified premature termination of the contractual relationship by LL, or due to force majeure, LL will retain the claim to payment of the entire agreed upon fee, subtracting the saved expenses, unless otherwise regulated in the GTC or in individual contracts. In the event that an hourly fee is agreed on, the fee will be paid for the number of hours that would have been expected for the entire agreed upon service, subtracting the expenses saved. It is agreed that, at the request of LL and without further proof, the saved expenses can be set at a flat rate of 30% of the fee for the services that LL has not yet provided by the date of termination of the contractual relationship. The objection to the saved expenses can no longer be invoked within 14 days before the delivery date, and - without any proof by LL - the entire amount is due.
 - 11.9. It is expressly agreed that the value of the claim, including ancillary claims, will remain stable. The consumer price index published monthly by the Austrian Central Statistical Office, or an index replacing it, will serve as measurement for the calculation of the stability of value. The index figure calculated for the month in which the contract was concluded serves as the frame

of reference for this contract. Fluctuations in the index figure up to and excluding 5 % will be disregarded and will only be charged in full if this margin is exceeded. This margin will be recalculated each time it is exceeded upwards or downwards, whereby the first index figure outside the respective applicable margin will always form the basis for both the recalculation of the claim amount and the calculation of the new margin. The resulting amounts will be rounded to one decimal place. Provided it is a consumer transaction, no price changes - unless these have been expressly negotiated in detail - will be charged, during the first two months from the conclusion of the contract.

12. Cancellation fees for training services (trainings, enrollments, advanced trainings, etc...)

- 12.1. If a participant fails to attend one or more training sessions, the participant shall not be entitled to repeat the missed session(s) or to any reduction or refund of the training fee.
- 12.2. The Customer may nominate a substitute participant from among its employees at no additional charge, provided that LL is notified in writing before the start of the training.
- 12.3. The following cancellation fees apply to trainings:
 - up to the 11th calendar day before the start of the training: 0%;
 - from the 10th calendar day to 2 working days before the start of the training: 50% (if applicable, of the daily fee, if individual days are cancelled);
 - from the day before the training: 100%.
- 12.4. If a training session is cancelled in its entirety due to the cancellation of the customer, travel and accommodation costs already booked and borne by LL are to be reimbursed at 100%.
- 12.5. If the Customer is unable to attend a scheduled training, the Parties shall endeavour to agree on a mutually acceptable alternative training date before cancelling the training. However, the Customer shall have no right to reschedule, and LL shall have no obligation to accept a requested rescheduling. If no mutually agreed alternative date can be arranged, the cancellation fees set out above shall apply.
- 12.6. Cancellations of training courses must always be made in writing to the address stated in the confirmation of the training course. Cancellation of training courses does not affect the billing of documents already sent.

13. Payment

- 13.1. The invoices issued by LL, including turnover tax, are payable from receipt of the invoice without any deduction and free of charges. The products delivered by LL remain the property of LL until full payment of the remuneration including all ancillary liabilities. The (even partial) use of the products handed over, including the software, is also not permitted until payment of the entire remuneration, unless otherwise agreed on in an individual case.
- 13.2. In the event of default in payment, interest on arrears in the amount of 10% above the base interest rate will be charged. Furthermore, in the event of default in payment, the customer commits to reimbursing LL for the reminder and collection expenses incurred, insofar as they are necessary for appropriate legal prosecution. In the case of non-compliance with two instalments in the case of partial payments, LL is entitled to let loss of deadline come into effect and to call in other liabilities as due.
- 13.3. In the event of non-payment of interim invoices, LL will be released from its obligation to provide further services. However, this will not affect the assertion of further claims resulting from the non-payment.

- 13.4. In the event of the customer's default in payment, LL may also demand immediate payment of all services and partial services rendered within the scope of other contracts concluded with the customer.
- 13.5. A customer, who is not a consumer as defined by § 1 para 1 KSchG, is not entitled to offset his own claims against claims of LL, unless the customer's claim has been recognised by LL in writing or has been established by a court.
- 13.6. Even justified complaints do not entitle the customer to withhold full payment, only an appropriate part of it.

14. Warranty

- 14.1. The customer, who is not a consumer within the meaning of § 1 para. 1 KSchG, must report any defects immediately in writing, within four weeks after delivery/service by LL, hidden defects within four weeks after recognising them, describing the defect; otherwise the service is deemed to be approved. In this case, the assertion of warranty claims and claims for damages as well as the right to contest errors due to defects is excluded.
- 14.2. It is agreed that defects with regard to software and programming will be divided into the following classes:
- Class 1 – Critical
The use of the software is not possible or unreasonably restricted. The error has a serious impact on essential functions and/or the security of the software; the software cannot be used anymore.
 - Class 2 – Severe
The intended use of the software is seriously restricted. The error has a significant impact on the functions and/or the security of the software, but the software can continue to be used.
 - Class 3 – Slight
The intended use of the software is slightly restricted. The error has an insignificant influence on the functionality and/or the security of the software and use of the software is possible with only minor restrictions.
 - Class 4 – Insignificant
The intended use of the software is possible without any restrictions. The error has no or only insignificant influence on the functionality and/or the security of the software. The use of the software remains possible without restriction.
- 14.3. The warranty vis-à-vis customers who are not consumers in accordance with § 1 para. 1 KSchG will be excluded in principle for insignificant and slight defects. In case of dispute, the customer must explain why a defect should be classified in a higher class.
- 14.4. LL is entitled and obligated, irrespective of fault, to remedy any inaccuracies and defects in its performance that have become known. It will inform the customer of this without delay. The improvement of a possible defect in the sense of this agreement is to be remedied within 4 weeks or, if appropriate, within a longer period from notification by the customer.
- 14.5. In the event of an improvement of the performance or an exchange of the delivery, the customer will enable LL to take any and all measures necessary for the investigation and rectification of defects and, in particular, to provide the documents and information necessary for the rectification of defects. LL is entitled to refuse the improvement of the performance if this is impossible or involves a disproportionately high effort for LL. In this case, the customer is entitled to the statutory rights of rescission of the contract or reduction.

- 14.6. If the defectiveness is based on the provision or contributions made by the customer or on a breach of the customer's obligations, any obligation to remedy the defect free of charge is excluded. In these cases, the services rendered by LL are nevertheless deemed to be rendered in compliance with the contract despite possible restrictions. LL is free to rectify the defect against payment.
- 14.7. If no consumer is involved the warranty period is six months from delivery/service. The right of recourse against the customer in accordance with § 933b para. 1 ABGB expires one year after delivery/service. The customer, who is not a consumer as defined by § 1 para. 1 KSchG, is not entitled to withhold payments due to complaints. The presumption regulation of § 924 ABGB is excluded.

15. Liability

- 15.1. LL will only be liable for damages - with the exception of personal injuries - in the event of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages caused by third parties engaged by LL.
- 15.2. Liability for foreseeable damage that is not typical for the contract is excluded. The same applies to indirect damages such as loss of profit, costs associated with a business interruption, damage caused by delay, loss of data, claims by third parties or mere financial losses. In particular, LL will not be liable for the non-availability of the software due to malfunctions that are beyond SparxSystem's control. LL reserves the right to shut down offered services for a limited period of time if this is necessary for maintenance purposes. It is also possible to change or shut down certain functionalities with or without notice, insofar as this is technologically necessary.
- 15.3. If a claim is made against LL by a third party due to an infringement of the rights referred to in 9.1, the customer shall indemnify and hold LL harmless; the customer will compensate SPARX for all disadvantages incurred by it as a result of a third-party claim, in particular the costs of appropriate legal representation. The customer commits to supporting LL in the defence against any claims made by third parties and will provide LL with all documents and information for this purpose without being requested to do so.
- 15.4. The customer, who is not a consumer in accordance with § 1 para. 1 KSchG, must provide proof in each case that the damage is due to the fault of LL.
- 15.5. Claims for damages made by the customer may only be invoked within six months of knowledge of the damage and the damaging party and will become statute-barred - insofar as the claim is not based on tort and/or wilful breach of duty - 12 months after delivery or provision of the service. In any case, claims to damages must be asserted in court within three years, at the latest, after the event giving rise to the claim.
- 15.6. If LL provides the service with the assistance of third parties and in this context warranty and/or liability claims arise against these third parties, LL may - if not contractually excluded - assign these claims to the customer, but the customer will have no right to such an assignment. In the event of assignment, the customer will give priority to be reimbursed by these third parties.
- 15.7. LL is not liable for content created by the customer with the aid or assistance of LL' goods, work or service, nor for its loss or damage, even if this is due to a defect in LL' services. The customer himself is responsible for the regular backup of any content. Liability is also excluded for consequential damages that could arise from a temporary unavailability of the goods or the work of LL.
- 15.8. The liability of LL is limited to the amount of the order value. In addition to that, the liability is limited to the amount of the current liability insurance, which is EUR 5 million.

16. Termination of contract

16.1. In the absence of a deviating agreement, the contract ends with the completion of the work. If services are owed by LL for an indefinite period of time, the contract can be terminated in writing by one of the contracting parties in the absence of a deviating agreement by observing a notice period of 3 months to the end of each calendar year, however at the earliest after the expiry of the 24th month of the contract.

The contract may be terminated at any time because of important reason by either party without notice. Important reason is deemed to be:

- if a contracting party breaches material contractual obligations, such as the provision referred to in 9.1, or
- if a contracting party defaults on payment after insolvency proceedings have been opened, or
- if there are justified concerns regarding the creditworthiness of the customer, over whom insolvency proceedings have not been opened, and the customer, at the request of LL, neither makes advance payments nor provides suitable security prior to performance by LL and the poor financial circumstances were not known to the other contractual partner when the contract was concluded.

17. Choice of law and enforcement

This contract is governed by Austrian law to the exclusion of the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods, unless mandatory consumer law is applicable. The place of performance is the place of the corporate seat of LL. The court at the place of the corporate seat of LL is competent for disputes. Notwithstanding this, the contractor is entitled to bring claims against the customer before the court at his general place of jurisdiction.

18. Final clauses

18.1. Amendments to the contract and the GTC require at least written confirmation by the obligated party; in addition to a waiver of this formal requirement. Verbal subsidiary agreements do not exist.

18.2. If one or several of the aforesaid provisions should be or become invalid, this shall not affect the validity of the other provisions. In such case the contracting parties shall endeavour to replace the respective invalid contract provision by a permitted provision, which comes closest to the striven economical purpose.