

**General Terms and Conditions (GTC) of scc-Group (Version: 01.2024)**

**I. INTRODUCTION**

1. Applicability of the GTC

1.1. The following General Terms and Conditions of the scc group of companies, consisting of "scc-EDV Beratung AG" (hereinafter also referred to as "scc"), XIT-cross information technologies GmbH (hereinafter also referred to as "CrossIT"), HR Force EDV-Beratung GmbH (hereinafter also referred to as "HR Force"), and ISA Business Solutions GmbH (hereinafter also referred to as "ISA"), apply to the entire current and future business relationship between the respective suppliers of the scc group (hereinafter also referred to as the "Contractor") and another company, a legal person established under public law or a separate entity under public law (hereinafter all referred to as the "Contracting Entity" or "Client"), unless otherwise stipulated. The Contractor's GTC shall apply exclusively.

1.2. Any rules of the Contracting Entity, particularly its GTC and/or GTCP, conflicting with these GTC and/or the offer between the Parties are not applicable even if the Contractor performs a contract without expressly contradicting such conditions.

2. Purpose and structure

2.1. The Contractor offers the Contracting Entity various services that differ in terms of obligations and scope.

2.2. The decisive factor here is the Contractor's agreement between the Parties, including the associated appendices, in connection with the corresponding rules of the respective section (principal point) of the GTC to be applied depending on the services to be provided, the INTRODUCTION section and the GENERAL section of these GTC.

3. Breakdown of the GTC

The GTC are broken down into sections (principal points) as follows:

- I. INTRODUCTION
- II. GENERAL
- III. SERVICES
- IV. HOURLY RATE SERVICES
- V. OUTSOURCING OF HR SERVICES
- VI. MAINTENANCE

**II. GENERAL**

1. Contractual scope and validity

1.1. All orders and agreements are legally binding only if they are accepted by the Contractor and obligate only to the extent set forth in the order confirmation. Offers are strictly subject to change. The agreed services for the Contracting Entity shall be agreed in detail in the respective contract or commissioned offer (hereinafter referred to as the "Agreement").

1.2. The Agreement, any enclosures specifically mentioned in the Agreement (e.g. schedule of

services, descriptions of solutions) and these GTC contain all agreements that have been reached upon conclusion of the Agreement between the Contracting Parties. In the event of any differences between the GTC and the Agreement, the conditions of the Agreement shall take priority.

1.3. The correctness and completeness of the specification of services in the Agreement must be checked by the Contracting Entity. Requests for modifications which are made in writing at a later stage can result in separate deadline and price agreements, provided that the Contracting Entity consents to this.

1.4. If, during the course of the work, it should become apparent that the performance of the order in line with the specification of services is not actually or legally possible, the Contracting Entity shall be responsible for immediately informing the Contractor thereof. If the Contracting Entity does not amend the specification of services accordingly or create the conditions to make the performance of the order possible, the Contractor may refuse to perform the order. If the fact that the order is impossible to perform is due to an omission on the part of the Contracting Entity or to a subsequent amendment to the specification of services by the Contracting Entity, the Contractor shall be entitled to withdraw from the order. The Contracting Entity shall reimburse the costs and expenses incurred by the Contractor for its activities up to that point in time.

1.5. Contracts between the Contracting Entity and the Contractor shall come into effect through the acceptance of a binding offer by the Contracting Entity.

2. Duration and early termination

2.1. The service regulated in the Agreement shall commence on the date stipulated in the Agreement.

2.2. Early termination of the Agreement shall only be possible by both sides where good cause exists (extraordinary termination). Such good cause is deemed to exist in the event of two consecutive non-payments to the Contractor.

3. Prices, taxes and material expenses

3.1. All prices are in Euro and do not include sales or value-added tax. They apply to the current order only. The quoted prices are ex registered office or place of business of the Contractor. The costs of any program carriers (e.g. CDs, USB sticks, etc.) and any contractual fees shall be invoiced separately.

3.2. For (standard) library programs, the valid prices are the list prices in effect on the day of delivery. For all other services (organization consulting, programming, training, migration support, telephone consultation, etc.), the hours worked shall be charged at the valid rates applicable on the day the service is provided. Deviations from the amount of time calculated as being required for the work for which the Contractor is not responsible shall be charged according to the actual time spent.

3.3. The Contracting Entity shall be invoiced separately for costs for travel, daily allowances and overnight accommodation, according to the respectively valid rates. Travel times shall be

deemed working hours.

3.4. The price agreements in the Agreement have been reached based on the Contracting Entity's information at the time the Agreement was concluded. Where significant changes to this information occur during the term of the Agreement, the Contractor shall reserve the right to amend the prices corresponding to the increase in hours worked, within reason. The Contracting Entity must be notified of such amendments at least four weeks prior to the effective date of the amendment.

3.5. If the Contracting Entity is offered working hours in the form of hourly commissions, these shall expire after 24 months without this triggering entitlement to a claim for a price reduction.

In the event that an insufficient number of hours are allocated, the Contractor shall notify the Contracting Entity thereof at the earliest opportunity. The number of hours may only be exceeded with the Contracting Entity's approval, unless the additional hours are necessary to take urgent measures to prevent damage to the Contracting Entity and it is not possible to obtain the Contracting Entity's approval in due time.

3.6. Material expenses that arise on site at the Contracting Entity's shall be borne by the Contracting Entity. This includes, in particular, the costs incurred for creating workstations at the Contracting Entity's, where such workstations are set up by virtue of the Agreement, telephone and fax expenses, IT line costs, printed matter, and similar.

3.7. IT costs at the data processing center (hardware, software, licenses, updates, and operating costs for the data processing center) shall be included in the fees, unless the Agreement provides otherwise. Ancillary and additional services, such as the printing and mailing of statements, shall be charged separately according to the price list, unless the Agreement provides otherwise.

3.8. If the direct connection of the Contracting Entity to the data processing center forms part of the Agreement, the preparation of the network terminals (network cards, router, firewall, and similar), the required Internet connection, and the configuration of the network terminals shall always be carried out by the Contracting Entity. In the event of the connection of a time management system, the on-site installation of the terminal and the integration into the network shall also be carried out by the Contracting Entity.

The Contracting Entity shall separately order any work required of the respective program officer to set up interfaces in the programs used by the Contracting Entity.

4. Payment

4.1. The invoices submitted by the Contractor, inclusive of value added tax, shall be payable in full and exempt from charges at the latest 14 days from receipt of the invoice. The payment conditions specified for the total order apply to part invoices equally.

4.2. Where orders comprise several units (e.g. programs and/or training, completion in stages), the Contractor shall be entitled to submit an invoice after the delivery of each unit or service.

4.3. Unless otherwise agreed in the Agreement or in the respective specific section, the minimum unit of account per day is 8 hours. For remote work, if work on the system needs to be carried

out remotely, the smallest accounting unit is 4 hours.

4.4. Compliance with the agreed payment dates is a material prerequisite for the performance of the service or fulfilment of the Agreement by the Contractor. Failure to comply with the agreed payments shall entitle the Contractor to discontinue the current work and terminate the Agreement prematurely and without notice. All associated costs and loss of profits shall be borne by the Contracting Entity.

In the event of default of payment, statutory default interest shall be charged. In the event that two consecutive installments are not paid on time, the Contractor shall be entitled to enforce default, and demand payment of any outstanding amounts.

4.5. The Contracting Entity shall not be entitled to withhold payments if full delivery is not completed or in the case of guarantee or warranty claims or complaints.

#### 5. Securing value

Unless otherwise agreed in the Agreement, the stable value of the services billable by the Contractor shall be agreed as follows:

The prices shall be subject to the stable value clause based on the latest version of the monthly consumer price index of the latest version of the index series (e.g., consumer price index 2020), published by the "Statistics Austria" Federal Institute.

The index number (base index) published for the January of the calendar year preceding the calendar year in which the price adjustment is to take effect, shall serve as the reference value for adjustments pursuant to the Agreement.

Hence, for the first price adjustment, the index figure published for January of the year in which the Agreement was signed, should be used.

The calculation (rate of change from January to December of the previous year) only takes place once a year in January and is applicable from the February performance period onwards for all existing projects/assignments.

All modifications must be calculated to one rounded decimal place.

#### 6. Copyright and use

6.1. The Contractor or its licensors are entitled to all copyrights and exclusive rights of exploitation of the agreed services (programs, documentation, etc.). Upon complete payment of the agreed remuneration, the Contracting Entity shall obtain the right to use the results for its own purposes (and for software: only for the hardware specified in the Agreement and in accordance with the number of licenses acquired for simultaneous use at different workstations).

Only a license for the use of works is granted under this Agreement. Further distribution by the Contracting Entity is not permitted. The Contracting Entity shall not, by virtue of participation in producing the results, acquire any rights beyond the use set forth in this Agreement. Any infringements of the Contractor's copyrights shall result in claims for damages.

6.2. The Contracting Entity is permitted to make copies for archiving and data storage purposes on condition that the software does not contain an express prohibition on the part of the licensor or a third party, and that all notices of copyright and

ownership are transferred unchanged into these copies.

6.3. Should the disclosure of interfaces be necessary to achieve interoperability of the software covered by this Agreement, the Contracting Entity shall request this of the Contractor with remuneration of costs. If the Contractor does not comply with this requirement and decompilation follows in accordance with copyright law, the results shall be used exclusively for the achievement of interoperability. Misuse shall result in claims for damages.

6.4. If the Contracting Entity is provided with software of which the licensor is a third party (e.g., standard SAP software), the granting of the right of use shall be based on the license terms of the licensor (manufacturer) If a service is provided in relation to SAP software, all rights to the SAP software – in particular the copyright and other IP rights – in relation to the Contracting Entity shall belong exclusively to SAP, SAP AG (the parent company of SAP) or its licensors, even if the SAP software was created based on the Contracting Entity's specifications or assistance.

#### 7. Force majeure, cancellation

7.1. Force majeure, work conflicts, natural disasters, and transportation stoppages as well as other circumstances beyond the influence of the Contractor shall relieve the Contractor of the obligation to perform, or shall entitle the Contractor to agree a new performance period.

7.2. Cancellation of an entire order by the Contracting Entity shall only be possible with the Contractor's written consent. If the Contractor agrees to the cancellation, it shall be entitled not only to charge for any services provided and costs accrued, but also to demand a cancellation fee amounting to 30% of the value of the total order not yet settled.

7.3. If the Contracting Entity cancels a consultation appointment agreed between the Contracting Entity and the Contractor for reasons for which the Contracting Entity is responsible, the Contracting Entity shall be invoiced the following cancellation fees, which are in proportion to the daily rate set forth in this Agreement:

- In the event of a cancellation on the part of the Contracting Entity up to two (2) weeks before the agreed date: 50% of the daily rate (excluding expenses).
- In the event of a cancellation on the part of the Contracting Entity up to one (1) week before the agreed date: 75% of the daily rate (excluding expenses).
- In the event of a cancellation on the part of the Contracting Entity up to two (2) days before the agreed date: 100% of the daily rate (excluding expenses).

The daily rate shall be understood to be the contractually agreed daily rate of the consultant in question. The daily rate shall be understood to mean a total of 8 hours.

#### 8. Warranty, modifications

8.1. In the event of a warranty claim, an improvement shall at all events take precedence over a price reduction or retributory action of other warranty remedies. If a notice of defects is justified, the defects shall be eliminated within a

reasonable period of time, whereby the Contracting Entity shall enable the Contractor to carry out all measures necessary to inspect and eliminate the defects. A substitute performance by third parties is deemed to be ruled out. The presumption of defectiveness in accordance with Section 924 of the Austrian Civil Code (ABGB) is deemed to be ruled out.

8.2. The Contractor shall not assume liability for defects, failures or damage due to improper use, altered components in the operating system, interfaces and parameters, use of unsuitable organizational resources and data carriers, insofar as these are stipulated, unusual operating conditions (particularly deviations from the installation and storage provisions) as well as damage during shipment.

8.3. For programs that are subsequently altered by programmers of the Contracting Entity or by third parties for which the Contracting Entity is accountable, any existing warranty of the Contractor shall no longer be applicable.

8.4. Insofar as the subject of the order is the amendment of, or addition to, existing programs, the warranty shall cover the amendments or additions. The warranty for the original program shall not thereby come into effect again.

8.5. The Contracting Entity shall allow the Contractor appropriate time and opportunity to eliminate the defect.

8.6. The prerequisites for eliminating the defect are that

- the Contracting Entity sufficiently describes the defect in a defect report which is comprehensible for the Contractor
- the Contracting Entity makes all documents required to remedy the defect available for the Contractor
- the Contracting Entity, or a third party for which it is accountable, has not made any changes to the software or service
- the software or service is operated under correct operating conditions according to the documentation.

8.7. The Contracting Entity shall not be entitled to refuse to accept software due to insignificant defects.

8.8. Warranty claims shall become statute-barred six (6) months after delivery.

8.9. If a different assessment is given by the Contractor and the Contracting Entity in response to technical queries, the decision about the actual procedure to follow shall lie with the Contracting Entity. If the Contracting Entity decides on a different procedure to the one proposed by the Contractor, responsibility for the content shall also pass to the Contracting Entity along with the decision on that point.

#### 9. Liability

9.1. The Contractor's liability for damage claims and claims for compensation for any unnecessary expenditure shall be determined, regardless of the legal reason, as follows:

The Contractor shall be liable for damages, insofar as intent or gross negligence on its part can be proven, within the scope of the statutory provisions. Liability for slight negligence is excluded.

9.2. To the extent permitted by law, the Contractor shall not assume liability for loss of profits, anticipated savings that did not materialize, damages resulting from third party claims, indirect

damages or consequential loss.

9.3. If the Contractor performs work with the assistance of third parties, and/or liability claims against these third parties arise in this connection, the Contractor shall assign these claims to the Contracting Entity. In this case, the Contracting Entity shall assert its claims as a priority against these third parties.

9.4. If data storage is expressly agreed as a service, liability for the loss of data shall not be excluded in deviation from point 9.2 and point 9.1, but shall be limited to the recovery of data to a maximum of 10% of the order amount per case of damage, however to no more than EUR 15,000.00.

9.5. The claim for damages can only be judicially asserted within six months after the rightful claimant(s) have become aware of the damage, but no later than three years after the event establishing the claim.

#### 10. Allegiance

The Contracting Entity shall refrain from any attempts to draw away and employ the Contractor's workers, even via third parties, who were involved in the execution of orders, throughout the term of the Agreement and for 12 months after termination of the Agreement. In the event of an infringement in this respect, the Contracting Entity shall be obliged to pay a penalty amounting to the most recently due salary of the worker concerned.

#### 11. Data protection and IT security

11.1. The Contractor shall obligate its employees to comply with the provisions pursuant to Article 6 of the Data Protection Act (DSG).

11.2. The Contractor shall process data and the processing results of this data exclusively within the scope of the Contracting Entity's orders, and in particular within the scope of the order data processing agreement to be concluded for the Contracting Entity, which is mandatory under data protection law. In this respect, the Contractor is bound by the instructions of data protection law with regard to the Contracting Entity.

11.3. The Contractor shall also be entitled, in consideration of the data protection regulations, to call upon subsidiaries or qualified subcontractors to perform the order.

11.4. In the event of data privacy incidents and IT security incidents (including by Trojans, virus infections, similar malware, hacker attacks, etc.) at the Contracting Entity, which could have impacts on the Contractor's IT security and data protection, the Contracting Entity must notify the Contractor thereof immediately upon becoming aware of it. In this respect, the notification must be sent to [datenschutz@scc.at](mailto:datenschutz@scc.at) or [datenschutz@crossit.at](mailto:datenschutz@crossit.at).

11.5. In addition to other details, the notification must contain the following mandatory information:

- Information about the measures taken or proposed to remedy the breach or to stop the incident from spreading
- Information about the type and scope of the personal data breach or IT security
- Name and contact data of the data protection officer or IT security officer or name of another responsible person from whom further information can be obtained
- Description of the possible consequences of the incident (particularly any potential

impacts on systems, services and infrastructures of the Contractor or end customers of the Contractor)

- Specification of further useful information.

11.6. In the event of breaches, caused by the Contracting Entity, of the safety measures contained in points 11.4 and 11.5 or suspicion thereof, the Contractor shall be entitled to take safety measures in consultation with the Contracting Entity. By taking such measures, infrastructures, systems, and services may not be available or may only be available to a limited extent.

#### 12. Confidentiality

12.1. The Contracting Entity undertakes to keep confidential for an unlimited period of time all the Contractor's information obtained in the context of implementing the Agreement, and only to use it for the performance of the Agreement. The reproduction of confidential information in any form whatsoever is prohibited unless this is undertaken in fulfilment of the purpose of the Service Agreement. Reproductions of the Contractor's confidential information must contain all the references to, and notices of, its confidential or secret nature that are contained in the original version.

12.2. With regard to the Contractor's confidential information (a) the Contracting Entity shall take all reasonable steps (in accordance with the definition below) to treat all confidential information as confidential and (b) the Contracting Entity shall grant access to the confidential information only to such persons of the Contractor who require such access in order to perform the Agreement. Within the meaning of this Agreement, "reasonable steps" are such steps that the recipient takes to protect its own similar contractual information, and that are undertaken with at least appropriate care, including careful storage and protection of the confidential information against misuse on the part of the Contracting Entity.

12.3. The preceding sub-item 12.2. does not apply to confidential information which (a) is independently developed by the Contracting Entity without access to the Contractor's confidential information, (b) has become generally accessible to the public without breach of contract by the Contracting Entity or has been lawfully obtained by a third party, without an obligation of confidentiality, that is entitled to make this confidential information available, (c) was known to the Contracting Entity without restrictions at the time of disclosure or (d) has been released from the preceding rules following the Contractor's written consent.

12.4. The Contracting Entity shall treat the provisions in the service agreement, in particular the prices contained therein, as confidential. The Contracting Entity shall not use the name of the Contractor in publicity, advertising or similar activities without its prior written consent. However, by way of derogation to this, the Contractor is entitled to use the Contracting Entity's name and company logo in lists of reference clients, and to create analyses (e.g., for demand forecasts) based on the contractual content, and – subject to consensual agreement – to use it in other marketing activities of the Contractor. The Contractor is entitled to pass on information about the Contracting Entity to its affiliated companies for

marketing and business purposes, taking the current data protection laws into account.

#### 13. Cooperation and schedule

13.1. The Contractor's employees who work on site as part of customer support at the Contracting Entity's premises are subordinate to the Contractor in technical and disciplinary terms. However, they are subject to the Contracting Entity's house rules.

13.2. The Contracting Entity shall ensure that, in its company, the organizational framework conditions are created to enable the Contractor to work in an undisturbed, goal-oriented manner. The Contracting Entity shall appoint dedicated order-processing contact persons by name, who shall be responsible for liaising with the Contractor.

13.3. The Contracting Entity and the Contractor shall promptly exchange all necessary information and documents required to perform the service, and mutually inform each other, without delay, of all procedures and circumstances that are significant to the provision of services.

13.4. In particular, the Contracting Entity shall, in a timely and complete manner, provide the Contractor with the information and documents required to provide the agreed services. To that end, the necessary deadlines shall be jointly recorded by the Contracting Parties.

13.5. Operational or organizational restructuring and other fundamental changes at the Contracting Entity must be reported to the Contractor promptly, however at least four weeks prior to their realization so that proper implementation can be guaranteed.

#### 14. Final provisions

14.1. The assignment to third parties of the Contracting Entity's claims to performance arising from the Agreement shall only be possible with the express agreement of the Contractor.

14.2. If individual provisions of the Agreement and/or GTC prove to be invalid, this shall not affect the validity of the remaining provisions. In this case, the Contracting Parties shall replace the invalid provision with a new agreement that complies as far as possible with the originally intended economic and legal purpose.

14.3. Any provisions which oppose or supplement the Agreement, particularly the Contracting Entity's General Terms and Conditions, shall not become contents of the Agreement, even if the Contractor performs a contract without expressly contradicting such conditions.

14.4. Amendments and supplements to these GTC require the written form in all cases and shall not otherwise be legally effective. The changes shall become effective if the Contracting Entity does not object to them in writing within a period of 14 days from notification. The Contractor shall inform the Contracting Entity in writing of any changes to the GTC and of its right to object.

14.5. Unless otherwise agreed, the statutory provisions applicable between entrepreneurs shall apply exclusively in accordance with Austrian law, even if the order is performed abroad. Potential disputes shall be governed only by the local jurisdiction for the agreed registered office of the Contractor. For sales to consumers within the meaning of the Consumer Protection Act, the preceding provisions shall only apply to

the extent that the Consumer Protection Act does not prescribe any other regulations.

### III. SERVICES

#### 1. Performance and inspection

1.1. Where the services mentioned in point 1.2 of this section are provided by the Contractor, the provisions of this principal point (III. SERVICES) shall apply in addition to principal points I. and II.

1.2. The subject of an order can include:

- Provision of consulting services in the area of IT
- Elaboration of organizational concepts
- Global and detailed analyses
- Development of individual programs
- Delivery of (standard) library programs
- Acquisition of user authorizations for software products
- Acquisition of licenses for the use of works
- Assistance with commissioning (migration support)
- Telephone support
- Program maintenance (except for the maintenance of HR Force's in-house solutions)
- Development of program carriers
- Other services described in a specification of services

1.3. Individual organizational concepts and programs are developed depending on the type and scope of the binding information, documents, and tools provided in full by the Contracting Entity. This also includes practical test data and sufficient test options, which will be duly made available by the Contracting Entity during normal working hours and its own cost. If the Contracting Entity already works with the equipment provided for testing in live operations, the responsibility for the protection of the live data shall be with the Contracting Entity.

1.4. Individual programs shall be developed on the basis of the written specification of services prepared by the Contractor based on the documents and information made available to it, against payment of the costs incurred, or which are made available by the Contracting Entity. The correctness and completeness of this specification of services must be checked by the Contracting Entity and marked with its approval. Requests for modifications which are made at a later stage may result in separate deadline and price agreements.

1.5. Individually created software or program adaptations require acceptance of the respective program package by the Contracting Entity four weeks after delivery at the latest. This acceptance must be confirmed by the Contracting Entity in a record. (Inspection of correctness and completeness based on the specification of services accepted by the Contractor using the test data provided, as mentioned in point 1.3.). If the Contracting Entity allows four weeks to pass without accepting the program, the delivered software shall be deemed to have been accepted as of the last day of the stated time period. If the Contracting Entity uses the software in live operation, the software shall in any case be deemed accepted.

Any defects, defined as deviations from the specification of services agreed upon in writing, shall be sufficiently documented by the Contracting Entity and reported to the Contractor, which shall endeavor to eliminate the defects as

soon as possible. If significant defects have been notified in writing, i.e., if live operation cannot be started or continued, a new acceptance shall be required after the defects have been eliminated.

1.6. When ordering (standard) library programs, the Contracting Entity shall certify with the order that it is aware of the range of services included in the ordered programs.

1.7. If the Contracting Entity requires further training and explanations, these shall be invoiced separately.

#### 2. Deadlines

2.1. The Contractor shall endeavor to observe the agreed performance (completion) deadlines to the best possible extent.

2.2. The targeted completion deadlines can only be met if the Contracting Entity makes available all necessary work and documents in their entirety, especially the specification of services that it has accepted in accordance with point 1.4, by the dates specified by the Contractor, and if the Contracting Entity fulfils its obligation to cooperate to the required extent. Delays in delivery and cost increases resulting from incorrect, incomplete or subsequently amended data and information or supporting documentation provided, shall not be the responsibility of the Contractor and may not result in the Contractor being considered in default of delivery. Any additional costs arising therefrom shall be borne by the Contracting Entity.

2.3. Where orders comprise several units (e.g., programs), the Contractor shall be entitled to make partial deliveries or to issue partial invoices.

### IV. HOURLY RATE SERVICES

#### 1. Performance and inspection

1.1. Where the services mentioned in point 1.2 of this section are provided by the Contractor, the provisions of this principal point (IV. HOURLY RATE SERVICES) shall apply in addition to principal points I. and II.

1.2. The subject of an order is:

- Provision of professional, supporting, consulting services by specialists (management services) in the area of IT

1.3. During the provision of services, the Contractor shall provide the Contracting Entity with consultants from a specialist area specifically regulated in the Agreement.

1.4. The Contractor shall be entitled to replace the actual consultant (or consultants) at any time with an equivalent consultant (or consultants).

1.5. The Contractor shall be entitled to have all or part of the services carried out by third parties, provided that they comply with the Agreement. The third party shall be paid exclusively by the Contractor itself. No direct contractual relationship of any kind shall exist between the Contracting Entity and the third party.

1.6. It is pointed out that no contractual relationship of any kind shall come into being between the Contracting Entity and the consultant. Such a contractual relationship shall exist exclusively between the Contractor and the Contracting Entity. The Contracting Entity

shall have no powers similar to those of a service provider with regard to the consultant(s). In particular, the Contracting Entity shall not be entitled to give the consultant(s) instructions of a non-technically specific nature.

#### 2. Deadlines

2.1. The Contractor and the Contracting Entity shall agree on the dates and intensity of services when the Agreement is being drawn up.

### V. OUTSOURCING OF HR SERVICES

#### 1. Performance and inspection

1.1. Where the services mentioned in point 1.2 of this section are provided by the Contractor, the provisions of this principal point (V. OUTSOURCING OF HR SERVICES) shall apply in addition to principal points I. and II.

1.2. The subject of an order is:

- Outsourcing of consulting services in the area of HR and SAP

#### 2. Responsibility and decision-making

2.1. The Contracting Entity shall authorize the Contractor's responsible employees to issue the declarations and notifications required to perform this Agreement to the authorities and other relevant institutions.

The Contractor shall be entitled to deliver all existing account settlement documents and other documents within the framework of tax or social security inspections or other official inspections (e.g., by the labor inspectorate) to the designated auditing bodies.

2.2. Content-related decisions concerning the Contracting Entity's human resources or payroll accounting shall always be made by the Contracting Entity's persons responsible. The Contractor shall be responsible for preparing such decisions from a professional perspective and submitting them to the Contracting Entity's decision makers.

2.3. If the Contractor takes over representation of the Contracting Entity before third parties, the Contractor shall keep within the decision-making framework predetermined by the Contracting Entity during the external representation.

#### 3. Additional details concerning payment

3.1. Where the contractually agreed fees are based on the number of monthly payroll settlements, billing shall be carried out on a monthly basis in arrears based on the actual settlement of accounts. The basis for calculation also includes freelancers, part-time employees, employees receiving maternity benefit or on maternity leave; employees carrying out military service, alternative civilian service or military training exercises; employees on other leave of absence or having interrupted the employment relationship (e.g., educational leave of absence) and employees on sick leave without entitlement to remuneration; also, settlements of annual leave payments in the months following termination of employment; as well as settlement of accounts for board members and pensioners.

3.2. Test billing (test runs) whereby a complete billing process takes place, but without printing out the pay slips or making any payments, are counted as actual billings for invoicing purposes. The same applies if, in addition to the 12 monthly

payroll settlements in a year, a 13th or additional payroll run takes place.

3.3. Recalculations, i.e., the amendment of previous periods arising from ongoing operations, are included in the current fees.

The only exceptions to this are recalculations concerning all employees or entire groups of employees of the Contracting Entity, the causes of which are not within the Contractor's sphere of influence, but which are attributable, for example, to subsequent changes to the general operational framework. For such recalculations, a special agreement shall be made in advance in accordance with the actual expenses incurred.

3.4. If the fees are based on the number of monthly billings that occur, an adjustment shall be made to the fees if the number of billings for two consecutive months falls more than 15% below the number of billings in the first month of the term of the Agreement. In this case, the fees shall increase by 15% from the third month after the number of billings falls.

3.5. For fees based on an hourly or daily rate, the smallest accounting unit per activity (e.g., processing a telephone inquiry) is 15 minutes, and for activities away from the company, two hours.

#### 4. Additional details concerning cooperation and time schedules

4.1. The Contractor undertakes, in the course of fulfilling the agreement, to carefully store documents, receipts, work documents, etc. received from the Contracting Entity. These documents shall be handed over to the Contracting Entity in a structured manner after the Contracting Entity's financial year has fully ended, or in the case of project orders, upon completion of the project. If the Agreement also includes the supervision of statutory audits as part of the scope of services, the documents shall be handed over following conclusion of the audits for the audited period.

4.2. If the service also includes the keeping of personnel records, the Contractor shall keep the personnel records of all current employees and all recipients of company pensions. The personnel records of any employees who have left the company shall be handed over to the Contracting Entity with the other personnel accounting documents in accordance with point 4.1.

4.3. Throughout the term of the Agreement, the Contracting Entity, shall only commission services from the Contractor that are covered by this Agreement.

4.4. At the Contracting Entity's request, the Contractor shall also make services available in addition to those specified in the Agreement, based on an additional agreement. For such additional agreements on other services in the area of human resources, the Contractor shall make the Contracting Entity appropriate proposals if required. The decision concerning the use of such services shall lie with the Contracting Entity.

Examples of such additional agreements also include services by the Contractor in connection with the new establishment or acquisition of a company by the Contracting Entity as well as services by the Contractor due to operational or organizational restructuring at the Contracting Entity's, as well as in the event of reorganizations under company law within the Contracting Entity's group of companies, as well as in the event of the Contracting Entity's insolvency.

Therefore, such services are not the subject of ongoing support.

Additional services also include system adjustments specific to the Contracting Entity or the establishment of new analyses or interfaces.

#### 5. Additional details concerning the warranty

5.1. If the service according to the Agreement also includes the operational support of payroll accounting, the Contractor shall also be prepared, within the scope of the service, to administrate audits (regional health insurance fund, payroll tax, local tax, etc.) relating to periods prior to the entry into force of this Agreement. However, the Contractor cannot be held responsible for the results of such audits.

The same also applies to other inaccuracies or defects that existed before the Contractor took over payroll accounting.

The additional time spent on such audits shall be billed separately in accordance with point 3.1. Separate billing also applies to other activities relating to periods prior to the start of the Agreement, such as remedying deficiencies in the payroll accounting system. If such activities become necessary, the Contractor shall inform the Contracting Entity thereof, and bring its attention to the separate billing. The performance of such activities shall not take place until the Contracting Entity has granted its approval.

#### 6. Additional details concerning the term of the Agreement

6.1. Unless expressly agreed otherwise, the Agreement shall be concluded for an indefinite period. Unless otherwise agreed, either party may give notice of ordinary termination subject to six months' notice to the end of a calendar half-year.

However, an ordinary termination shall become effective at the end of the fourth year of the Agreement, at the earliest.

6.2. Early termination of the Agreement shall only be possible by both sides where good cause exists (extraordinary termination). Such good cause is deemed to exist in the event of sustained non-performance of services by the Contractor or two consecutive non-payments of fees to the Contractor on the part of the Contracting Entity.

6.3. In the event of termination of the Agreement, regardless of the reason, the Contractor shall be obliged to provide the Contracting Entity with all documents and necessary information in a complete and prepared form.

Upon separate instruction by the Contracting Entity, the Contractor shall be prepared to provide the information in electronic form for transfer to a successor system, within the scope of the available consulting capacities.

The transfer shall take place within the structure and classification of the Austria Edition system. Any recording required for a successor system shall not be included in the Contractor's services, particularly as recoding requires detailed knowledge of the successor system. Any additional services along these lines shall also be the subject of a separate offer and ordering process.

The provision and implementation of a successor system shall be the responsibility of the Contracting Entity. A transfer of the implementation from the Austria Edition system

to the ownership or disposal of the Contracting Entity shall not be possible.

6.4. If the Contracting Entity's company or parts thereof are transferred to another company in which the Contracting Entity holds a majority interest, whereby the employment relationships of the employees concerned are transferred to the new company, the Contracting Entity shall agree to the transfer of the Agreement to the new employer in all agreements relating to such changes.

## **VI. MAINTENANCE**

### 1. Performance and inspection

1.1. Where the services mentioned in point 1.2 of this section are provided by the Contractor, the provisions of this principal point (VI. MAINTENANCE) shall apply in addition to principal points I. and II.

1.2. The subject of an order is:

- Maintenance of HR Force's in-house solutions