

General Terms and Conditions of Reichl und Partner eMarketing Gesellschaft m.b.H.

1. Scope of application and applicability

- 1.1. These General Terms and Conditions (hereinafter referred to as GTC) shall apply as of January 1, 2018. They shall apply to all current and future offers made by Reichl und Partner eMarketing Gesellschaft m.b.H. (hereinafter referred to as eMarketing) and contracts concluded with eMarketing. The customer declares to be an entrepreneur in the sense of the KSchG. He is liable to eMarketing for the correctness of this statement.
- 1.2. By placing an order, the customer accepts these GTC without reservation. Regulations or general terms and conditions of the customer that deviate from these GTC are hereby expressly contradicted. These shall not be recognized even if they are not expressly contradicted again.
- 1.3. The offers of eMarketing are subject to confirmation. A contract is only concluded when eMarketing confirms the order in writing by mail or e-mail or when eMarketing begins to execute the order with the customer's knowledge.
- 1.4. Changes and/or extensions of these GTC come into force with the online publication under the domain www.reichlundpartner.com/AGBs.

2. Performance and performance change

- 2.1. The subject of an order may be in particular:
 - Consulting, conception and design services
 - Programming services
 - Training services
 - Support services
 - Hosting
 - Content management
 - other services within the scope of online projects or other promotional measures
- 2.2. The basis for the creation of online projects/services is the written service description that eMarketing prepares or the customer provides on the basis of the documents and information made available to it. This service description must be checked by the customer for accuracy and completeness and approved in writing by signature or e-mail.
- 2.3. For projects of lesser complexity for which no service description has been prepared, the scope of services according to eMarketing's written offer shall be the basis of the contract.
- 2.4. Subsequent requests for changes by the customer will result in separate scheduling and price agreements. eMarketing will submit an additional offer for the requested changes, if necessary with a change to the project schedule. This offer must be confirmed by the customer in writing (by mail or e-mail) to be valid. An additional service can also be ordered implicitly if it is requested by the customer.

eMarketing begins with the execution and the customer does not object to this in writing.

- 2.5. If software licensed by eMarketing from third parties is used for the implementation of the project, the customer confirms that he/she is aware of the scope of services provided by eMarketing and the licensing conditions of this software. eMarketing does not guarantee the functionality and faultlessness of this software. Any claims that may exist against the manufacturer are assigned by eMarketing to the customer.
- 2.6. If so-called "open source" software is used within the scope of the online project/services, eMarketing shall not assume any warranty whatsoever for the functionality or also the further functionality and maintenance of this software. The terms of use and/or licensing conditions specified for this software by the originator are to be observed by the customer.
- 2.7. eMarketing expressly points out that barrier-free design (of websites) as defined by the Federal Act on the Equalization of Persons with Disabilities (Federal Act on the Equalization of Persons with Disabilities - BGStG) is not included in the offers, unless this has been explicitly agreed. If the barrier-free design has not been agreed upon, the customer shall be responsible for reviewing the service for its admissibility with regard to the Federal Disability Equality Act.
- 2.7.1. eMarketing is not obliged to hand over files, data carriers and data with the creator code (e.g. Photoshop, Flash, computer code). At the customer's request, eMarketing may surrender these on the basis of a separate written agreement as well as additional remuneration.
- 2.8. The services of eMarketing are divisible.
- 2.9. A legal review of the project for legal compliance is not part of the order and is the sole responsibility of the customer.
- 2.10. eMarketing is authorized at its own risk to commission third parties to provide services under this contract or to subcontract the contract in its entirety.

3. Obligation of the customer to cooperate

- 3.1. The customer is obligated to provide eMarketing with all documents necessary for the execution of the order in a timely and complete manner and to inform eMarketing of all processes and circumstances that may be of importance for the execution of the order. This also applies to documents, processes and circumstances that only become known to the customer during eMarketing's activities.
- 3.2. The Customer warrants that all software products and data carriers handed over by it do not contain any viruses or similar harmful programs and have been checked for this using a virus protection system that was current at the time of handover.
- 3.3. Likewise, the customer must check the legal admissibility of content provided by him or entered by him himself, in particular with regard to competition law, trademark law, copyright law and administrative law. eMarketing is not liable for the legal admissibility of content. These are to be checked separately by the customer and eMarketing is to be indemnified and held harmless in the event of any claims.

34. If the development of interfaces to other systems of the customer or third parties is part of the contract, the customer is obligated to provide a precise definition of the data model and the access and matching methods as well as corresponding test data in a timely manner and to provide sufficient and competent support by a specialist of the system to be connected at the customer's expense in order to enable eMarketing to develop and test the interface to the required extent and schedule.
35. The customer undertakes to comply with all applicable legal provisions, in particular the DSGVO, the DSG, the eCommerce Act and the TKG, and shall indemnify and hold eMarketing harmless in the event of a claim based on a violation for which the customer is responsible. A legal review of the online project/services developed by eMarketing is the sole responsibility of the customer and any liability of eMarketing in this regard is excluded.

4. Prices and terms of payment

- 4.1. All prices contained in the offers or in all correspondence are in Euro excluding VAT.
- 4.2. Unless a lump-sum price for services has been agreed upon, the amount of work shall be charged at the hourly rates agreed upon at the beginning of the project. Deviations from a time expenditure underlying the contract price for which eMarketing is not responsible will be charged according to actual occurrence.
- 4.3. Unless otherwise agreed in writing, the costs for travel, daily and overnight allowances shall be invoiced separately. Travel times shall be deemed to be working time.
- 4.4. Invoices for services rendered shall generally be issued at the end of each month. In deviation from this, eMarketing shall be entitled to demand advance payments and partial payments and, in the case of continuing obligations (e.g. support and operating agreements), to invoice in advance for each quarter.
- 4.5. The invoice amounts are due for payment within 10 days without deduction and free of charges.
- 4.6. Compliance with the agreed payment deadlines constitutes an essential condition for the execution of the delivery and/or fulfillment of the contract by eMarketing. After the second unsuccessful reminder, eMarketing is entitled to suspend ongoing work until full payment has been made and/or to take the online project/services offline and/or to terminate the contractual relationship without prejudice to charging for services rendered.
with immediate effect. All associated costs as well as the loss of profit incurred by eMarketing shall be borne by the customer.
- 4.7. In the event of late payment, interest on arrears shall be charged in accordance with § 456 of the Austrian Commercial Code (UGB), entrepreneurial interest. Furthermore, eMarketing is entitled to additionally charge all resulting expenses and costs, including costs of the necessary intervention of collection agencies or lawyers.
- 4.8. The customer is not entitled to withhold payments due to incomplete total delivery, warranty or guarantee claims or complaints.

- 4.9. The customer may not set off any claims against claims of eMarketing. A right of retention from previous or other transactions in the current business relationship is expressly excluded.
- 4.10. The service remains the property of eMarketing until payment is made in full. In the event of late payment, eMarketing shall also be entitled in particular to discontinue its services and to take online projects offline and to transfer handed-over items to the customer. to take back the goods. The exercise of the right of retention of title shall not constitute an automatic rescission of the contract.

5. Dates, deadlines, duration and obstacles to performance

- 5.1. eMarketing strives to meet the agreed deadlines of fulfillment (completion).
- 5.2. The agreed performance dates can only be met if the customer performs all necessary work on the dates specified by eMarketing. and documents in full and fulfills its obligation to cooperate to the extent required.
- 5.3. Delays in delivery and increases in costs caused by incorrect, incomplete or subsequently altered data and information or provided documents are not the responsibility of eMarketing and cannot lead to default by eMarketing. Any resulting additional costs shall be borne by the customer.
- 5.4. If eMarketing is unable to meet the agreed delivery date due to impediments for which eMarketing is not responsible (operational disruptions, strike, lockout, energy supply difficulties, new legal framework conditions, problems with third-party products, z. e.g. software from other manufacturers, etc.), eMarketing will inform the customer immediately. In such cases, the customer shall not be entitled to withdraw from the contract, but shall be obliged to establish the general conditions for eMarketing and, for example, to remove interfering or defective programs/software of other manufacturers. If it cannot be foreseen that eMarketing will be able to provide its services within a reasonable period of time, at the latest, however, within 4 months, both parties to the contract shall be entitled to withdraw from the contract. The same applies if the reasons for the impediment still exist after 4 months have elapsed since eMarketing's notification. In this case, eMarketing is entitled to charge the customer for any partial completion of the project and, in the event of fault on the part of the customer, also to claim damages.
- 5.5. The following applies to continuing obligations (e.g. support and operating agreement): Unless otherwise agreed, the contract is concluded for an indefinite period. It may be terminated by either party in writing by letter subject to a notice period of one month to the end of the quarter. An e-mail shall not be deemed to be "in writing" in this sense. The date of the postmark shall determine the timeliness of the termination. In addition, either party may terminate the contract at any time for cause. In this case, eMarketing is also entitled to charge the customer for any partial completion of the project.
- 5.5.1. Good cause shall be deemed to exist in particular if one of the contracting parties, despite a reminder and after the fruitless expiry of a reasonable period of at least two weeks, fails to comply with its obligations under the contract.

in writing, if insolvency proceedings are instituted against the assets of one of the contracting parties or if such proceedings are not instituted due to lack of assets. In all other respects, clause 5.4 shall apply.

- 5.5.2. Another good cause shall be deemed to exist in particular if eMarketing can no longer operate the online project/services safely and economically for technical reasons (e.g. if the software underlying the project or the hardware or operating system used is technically obsolete) and the customer has rejected eMarketing's offer for a technical upgrade or relaunch.
- 5.6. In the case of hosting by eMarketing, eMarketing will make every effort to ensure that access to the programs and content is possible without interruption, but this cannot be guaranteed from a technical point of view. A failure of servers, pages or web services cannot be completely ruled out. In this case, eMarketing will take remedial action against the technical problems as soon as possible. Should the customer suffer damages due to the interruption, eMarketing is only liable in this case for an intentional or grossly negligent breach of duty.

6. Acceptance

- 6.1. Individually created online projects/services require acceptance by the customer for the respective work package at the latest within the period specified for this in the service description. This shall be confirmed by the customer in a protocol (check for correctness and completeness on the basis of the service description, if applicable by means of test data provided by the customer). If the Customer allows the agreed period of time to elapse without acceptance, the delivered work package shall be deemed to have been accepted on the end date of the said period of time.
- 6.2. If the online project/services are used in live operation by the customer, they shall be deemed accepted in any case.
- 6.3. Furthermore, the online project/services shall be deemed to have been accepted if eMarketing sets the customer a deadline for acceptance in writing and the customer allows this deadline to expire unused.
- 6.4. Any defects that occur, i.e. deviations from the service description agreed upon in writing, must be sufficiently documented by the customer in writing and reported to eMarketing as soon as possible (via e-mail or letter), who will endeavor to remedy the defects as quickly as possible. If significant defects are reported in writing, i.e., if live operation cannot be started or continued, a new acceptance test is required after the defects have been corrected.
- 6.5. The customer is not entitled to refuse acceptance of the services due to insignificant defects.

7. Defects and warranty

- 7.1. eMarketing warrants that its services will perform the functions described in the statement of work, provided that this is based on the

described operating system is used on a server with the minimum technical equipment defined in the service description.

- 7.2. A prerequisite for any troubleshooting is that
 - the customer sufficiently describes the error in writing in an error message and this error can be determined for eMarketing;
 - the customer provides eMarketing with all documents required for troubleshooting;
 - the customer or a third party attributable to him has not interfered with the software;
 - the online project is operated under the intended operating conditions in accordance with the service description.
- 7.3. In the case of warranty, improvement shall in any case take precedence over price reduction or rescission. In the event of a justified notice of defect, the defects shall be remedied within a reasonable period of time, whereby the customer shall enable eMarketing to take all measures necessary to investigate and remedy the defect.
- 7.4. The reversal of the burden of proof according to § 924 ABGB at the expense of eMarketing is excluded. The existence of the defect at the time of handover, the time of discovery of the defect and the timeliness of the notice of defect must be proven by the customer.
- 7.5. Corrections and additions that prove necessary by the time the agreed service is handed over due to organizational and programming deficiencies for which eMarketing is responsible will be made by eMarketing free of charge.
- 7.6. Costs for assistance, misdiagnosis, error and malfunction correction for which the customer is responsible, as well as other corrections, changes and additions, will be carried out by eMarketing at a charge for the specific effort involved. This also applies to the elimination of defects if program changes, additions or other interventions have been made by the customer himself or by a third party.
- 7.7. Furthermore, eMarketing does not assume any warranty for errors, malfunctions or damages that are due to improper operation, changed operating system components, interfaces and parameters, or abnormal operating conditions.
- 7.8. For program parts that are subsequently changed by the customer's own programmers or third parties, any warranty by eMarketing is void.
- 7.9. If the subject of the order is the modification or supplementation of already existing programs, the warranty refers to the modification or supplementation. The warranty for the original program shall not be revived thereby.
- 7.10. The customer's claims against eMarketing based on the assertion of warranty claims are limited in amount to the value of the order.
- 7.11. Unless otherwise agreed in an additional support and operating agreement concluded, all warranty claims shall become statute-barred six (6) months after acceptance in accordance with item 6.

8. Right of withdrawal and cancellation

- 8.1. In the event that the agreed completion date is exceeded through the sole fault or unlawful action of eMarketing, the customer shall be entitled to withdraw from the order in question by means of a registered letter if, even within an additional period of time set in writing and commensurate with the complexity of the project, the agreed service is not provided in substantial parts and prevents the customer from is not at fault.
- 8.2. Force majeure, labor disputes, natural disasters and disruptions in IT infrastructures as well as other circumstances beyond eMarketing's control shall release eMarketing from its obligation to deliver or allow it to reschedule the agreed delivery time.
- 8.3. Cancellations by the customer are only possible with eMarketing's written consent. If eMarketing agrees to a cancellation, it has the right to charge, in addition to the services rendered and costs incurred, a cancellation fee in the amount of 30 % of the order value of the total project not yet invoiced. This cancellation fee is not subject to judicial mitigation and does not affect any claims for damages.
- 8.4. Both in the case of withdrawal and cancellation, eMarketing is entitled to charge the customer for any partial completion of the project.

9. Liability and compensation

- 9.1. In particular, the customer shall be liable to eMarketing for the accuracy of all information provided by him.
- 9.2. eMarketing shall be liable to the customer for damages demonstrably caused by the customer only in cases of intent or gross negligence. This also applies mutatis mutandis to damages caused by third parties engaged by eMarketing.
- 9.3. eMarketing is not liable for a certain success of the online project/services or a certain economic benefit on the part of the customer. Any forecasts or presentations or reference presentations on the part of eMarketing are non-binding.
- 9.4. Liability for indirect damages - such as loss of profit, costs associated with business interruption, loss of data or claims by third parties - is expressly excluded.
- 9.5. If eMarketing has been commissioned to create software for use in a specific technical infrastructure (e.g. on a specific online platform) or with a specific content management system (e.g. Wordpress) or using specific extensions or plug-ins of this content management system, it shall develop the software on the basis of the technical conditions existing at the time the contract was concluded. It shall not be liable for the fact that the software is not developed for reasons that are are in the sphere of the operator of this infrastructure or manufacturer of this software, temporarily or permanently does not (no longer) work.
- 9.6. If data backup has been expressly agreed as a service, liability for the loss of data shall not be excluded in deviation from Section 8.2, however, for

the recovery of data limited to a maximum of 10% of the order amount per claim, but in total to a maximum of EUR 10,000.

- 9.7. The customer is aware that it is possible for all participants in the transmission path of the Internet to gain knowledge of data being transmitted without authorization. This risk is not the responsibility of eMarketing.
- 9.8. eMarketing is not liable for damages and misuse by third parties (e.g. hacker attacks or introduced malware).
- 9.9. eMarketing is not liable for the documents and contents provided by the customer, neither for their completeness nor their correctness. If claims are asserted against eMarketing by third parties on the basis of the documents provided by the customer, the customer shall indemnify and hold eMarketing harmless for such claims.
- 9.10. The liability of eMarketing is limited to the value of the order.
- 9.11. Claims for damages shall become statute-barred in accordance with the statutory provisions, but no later than the expiry of one year from knowledge of the damage and the damaging party.
- 9.12. Any warranty claims and claims for damages of the customer other than those specified in these GTC - irrespective of the legal grounds - are excluded.

10. Third party rights

- 10.1. If the contractual use is impaired by property rights or copyrights of third parties and eMarketing is liable for this according to contract or law, eMarketing has the right, to an extent reasonable for the customer, at eMarketing's discretion, either to modify the contractual services in such a way that they fall outside the scope of protection, but nevertheless comply with the contractual provisions, or to obtain the authority that they can be used without restriction and without additional costs for the customer according to the contract.
- 10.2. If this is not possible under economically reasonable conditions or within a reasonable period of time, eMarketing shall be entitled to withdraw from the contract. Under the aforementioned conditions, the customer is also entitled to withdraw from the contract or to reduce the price.
- 10.3. Subject to clause 9, the obligations of eMarketing set forth in this clause 10 are conclusive in the event of infringement of intellectual property rights or copyrights. They exist only if
 - the customer informs eMarketing immediately and in writing of any asserted infringements of property rights or copyrights and coordinates all defensive measures and agreements with the third party with eMarketing, and
 - the infringement of rights is not based on programs or data provided by the customer or on the fact that the contractual services and the data contained therein were used under conditions of use other than those specified in the service description or not in a valid, unchanged original version supplied by eMarketing.

- 10.4. If the customer provides eMarketing with materials for the performance of the contract, the customer warrants that the materials are free of third party intellectual property rights and that no other rights exist that restrict or exclude the contractual use. The customer hereby indemnifies eMarketing against all claims of third parties based on an infringement of such rights for which the customer is responsible.

11. Running operation

- 11.1. If an additional support and operating agreement has been concluded between the customer and eMarketing for the online project/services in question, the provisions of this support and operating agreement shall apply with regard to:
- Hosting
 - Data backup
 - Project maintenance
 - Support
 - Warranty
- 11.2. If no separate support and operating agreement has been concluded for an online project and the project is hosted on a server or web space provided or rented by the customer, the customer is responsible for regularly creating data backups of its project at its own expense and for keeping both the server operating system and the content management system underlying the online project and all extensions and plug-ins used therein up to date in order to ensure secure operation. Any damages resulting from this are to be borne solely by the customer.
- 11.3. With the migration of an online project/services to a server or web space provided or rented by the customer, the project is considered accepted. Should errors occur during the warranty period that can be traced back to the customer's failures under point 11.2, eMarketing is released from the warranty.
- 11.4. In the event that a support and operating agreement concluded for the project is terminated by a contractual partner, eMarketing will inform the customer of the technical requirements for the server(s) on which the customer can continue to operate the project itself. Furthermore, eMarketing will provide the customer with an offer for the migration of the project to the new infrastructure to be provided by the customer. Depending on the specifics of this project, this offer may include, at eMarketing's option, either the provision of the necessary program code and database or the active migration including testing on the new infrastructure. If the online project in question was developed using a content management system for which there are no longer any current versions, eMarketing can, by separate agreement, create a static image of the website and make this available to the customer.

12. Copyright, right of use and reference

- 12.1. After payment of the agreed fee, eMarketing grants the customer a non-exclusive, non-transferable, non-sub-licensable right, unlimited in time, to use the software and the design and to make use of all rights granted on the basis of the

contract to use work results created by eMarketing for their own use. All other rights shall remain with eMarketing.

- 12.2. The customer's participation in the creation of the project does not constitute the acquisition of any rights beyond the use stipulated in the present contract. Any infringement of eMarketing's copyrights shall result in claims for damages by eMarketing against the customer, in which case full satisfaction shall be paid.
- 12.3. The customer is permitted to make copies for archiving and data backup purposes on condition that the software does not contain any express prohibition by the licensor or third parties and that all copyright and proprietary notices are transferred unchanged to these copies.
- 12.4. If the disclosure of the data model or other technical details is required for the creation of interfaces to the online project/services in question, the customer must order this from eMarketing for a fee.
- 12.5. If, within the scope of an online project/services, the customer is provided with software whose license holder is a third party (e.g. standard software of a CMS manufacturer), the granting of the right of use shall be governed by the license provisions of the license holder (manufacturer) and the customer undertakes to comply with the license provisions of the manufacturer and to indemnify and hold eMarketing harmless in the event of a claim.
- 12.6. The customer will take over all protection notes as well as copyright notes and other legal reservations unchanged. This also applies in particular to the references to the authors made in the program code.
- 12.7. eMarketing may actively offer the cooperation as well as the results of the cooperation with the customer as a reference and in particular on its own and/or the company group's website as a hyperlink and mention it in its own communication.

13. Loyalty

- 13.1. The contracting parties undertake to be loyal to each other. They shall refrain from any enticement and employment, also via third parties, of employees who have worked on the realization of the orders, of the other contracting party for the duration of the contract and 12 months after the termination of the contract. The contracting party violating this provision shall be obliged to pay liquidated damages in the amount of one year's salary of the employee.

14. Data protection and secrecy

- 14.1. The contracting parties undertake to keep secret all information which becomes accessible and which is designated as confidential or which is recognizable as business or trade secrets according to the other circumstances and - unless required to achieve the purpose of the contract - not to record, pass on or exploit it.
- 14.2. eMarketing stores the customer's data (e.g. address and bank details) required in the context of contract initiation and processing in compliance with the statutory provisions.

14.3. eMarketing obligates its employees to comply with the provisions of the Data Protection Act.

15. General provisions

15.1. Unless otherwise agreed, the statutory provisions applicable between entrepreneurs shall be governed exclusively by Austrian law, even if the order is executed abroad. For any disputes, the competent court in Linz, Austria shall be deemed agreed.

15.2. All agreements between eMarketing and the customer must be in writing to be effective. Declarations via e-mail shall be made in writing, unless otherwise agreed, for example in clause 5.5.

15.3. If eMarketing is given specific contact persons of the customer for the project when the order is placed, or if their appearance is not objected to, the customer thereby confirms that they can make legally binding declarations.

15.4. Should individual provisions of this contract be or become ineffective, this shall not affect the remaining content of this contract. The contracting parties shall cooperate in partnership to find a provision that comes as close as possible to the ineffective provisions.

Version 1.0, valid from 01. 01. 2018