GENERAL TERMS AND CONDITIONS OF SALE

of Gutwinski Management Gesellschaft m.b.H., Lohnsteinstraße 36, 2380 Perchtoldsdorf, Austria, registered with the Austrian companies' register under FN 128303g ("**Gutwin**"), for the provision of the Gutwin software modules on an annual basis, software- and advisory services, as well as trainings and seminars.

Version: [18 May 2022]

1. SCOPE OF APPLICATION

1.1. These General Terms and Conditions of Sale (the "**General Terms and Conditions**") apply to the provision of the Software by Gutwin on an annual basis and the Client's subscription to the Services, each as defined by the Agreement (as defined below) and, together with the agreement of the Parties on the specific contractual services, in particular, but not exclusively, in the form of offer and acceptance, order or other agreement (the "**Agreement**") form the contract (the "**Contract**"), which is defining all the obligations of Gutwin and the Client (the "**Parties**").

1.2. Specific handwritten annotations added by the Client to these General Terms and Conditions are not valid unless they are expressly accepted in writing by Gutwin in the Agreement.

1.3. In the event of any contradiction between the General Terms and Conditions and the Agreement, the Agreement shall prevail.

1.4. These General Terms and Conditions and the Agreement:

– supersede any other general or specific conditions (including of purchase) appearing on any purchase orders or other documents of the Client, and

– cancel and replace all prior agreements of the Parties referring to the same subject.

1.5. For the avoidance of doubt, any order or instruction given by the Client to Gutwin for the performance by Gutwin of a Service after the General Terms and Conditions have been forwarded to the Client, implies the Client's full acceptance of the General Terms and Conditions from the date on which the aforementioned order or instruction was given.

1.6. When the Client enters into the Contract and the Services are performed for the benefit of a third-party (a "**Third-Party Beneficiary**"), it is expressly agreed that:

– the Client guarantees full compliance with the Contract by the Third-Party Beneficiary of the Services,

– the Client may be held liable by Gutwin for any breach of the Contract by the Third-Party Beneficiary of the obligations under the Contract, and

– in any event, the Client shall be charged for the Services and is responsible for paying for them in full.

2. DEFINITIONS

Affiliate: A legal entity in the same group of companies of, or otherwise associated with Gutwin in the meaning of § 189a item 6 to 8 of the Austrian commercial code (*Unternehmensgesetzbuch*, *UGB*).

Client: Person who has entered into the Contract for their professional requirements.

Deliverables: Depending on the scope of the Services defined by the Agreement, the Deliverables refer to:

– Module configurations,

– Legal registers,

– Audit reports, and/or regulatory task assignments,

– Regulatory watch bulletins.

– Trainings and seminars

Services: All services performed by Gutwin under the Contract with respect to the Software, including (i) the provision of the Software on an annual basis and the Deliverables, and (ii) the provision of other services in accordance with the Agreement.

Software: The compliance management support software of Gutwin. The Software is provided on an annual basis and may consist of several modules as listed in the Agreement which, depending on the Client's selection, provide documentation and monitoring tools to assist the Client with risk management.

Site: The Client's site included in the scope of the Contract and listed in the Agreement.

User: A Client employee registered by the Client (with Gutwin or within the Software) as using the Software and having access codes. The Client agrees not to give anyone access to the Software who is not one of its employees.

3. CONTRACT TERM

3.1. Subject to clause 1.5 above, the Contract shall enter into force on the date of its signature and end after a period of one (1) year from when the Software access codes are first provided. Unless one of the Parties terminates the Contract at the latest three (3) months prior to the end of the Contract, the Contract shall be tacitly renewed for new one (1) year periods.

3.2. If applicable, each Party may then terminate the Contract at the end of each new one (1) year period, subject to compliance with a three (3) month notice period.

3.3. Termination right in case of a cease of operation and/or replacement of the Software

If Gutwin notifies the client that

– the ordered Software module(s) will be demonstrably taken out of operation by Gutwin, or otherwise cease(s) its/their operation,

and/or

– the ordered Software module(s) will no longer be serviced by Gutwin,

and/or

– Gutwin intends to replace the ordered Software module(s) with software module(s) operated by another provider,

the Contract can be prematurely terminated by either Party with a prior notice period of at least three (3) months with effectiveness to the end of each calendar month. If the Contract provides for annual or other in advance payments, the aliquot part of such annual or other in advance payments shall, for the Services consumed, be paid by the Client up until the Contract termination date.

4. PARTIES' COLLABORATION

The performance of the Services is based on the consultation between the Parties, particularly the responses given by the Client to the questionnaires provided by Gutwin. Gutwin's ability to perform the Services in accordance with the Contract is therefore directly linked to the Client regularly providing it with comprehensive, precise information related to the declared activities and the regulatory coverage required, in each case in accordance with the agreed schedules to the Agreement. In particular if relevant changes occur on a Site during the performance of the Contract, the Client shall inform Gutwin at or before the quarterly review of the questionnaires.

5. PROVISION OF THE SOFTWARE

5.1. The Software will be made available by Gutwin to the Client on an annual basis exclusively online as a cloud service (as a SaaS-solution).

5.2. Only the Users are authorised to access the Software. The Client agrees to ensure that the personal and confidential nature of the Software access codes is respected, and expressly agrees to ensure it is respected by the Users. The Client agrees to indemnify Gutwin against any damage suffered by Gutwin as a result of the breach of this obligation by itself or by the Users. The Client generally guarantees the Users' compliance with the Contract.

5.3. Gutwin will apply all reasonable efforts to ensure 24/7 access to the Software. In the event that access to the Software is interrupted for all or part of a day (working hours and days) due to exceptional circumstances or backup or maintenance operations, Gutwin shall inform the Client when and to the extent reasonably possible.

5.4. If emergency maintenance work needs to be carried out, Gutwin reserves the right to temporarily suspend access to all or part of the Software without notice and without this temporary suspension being considered a breach of contract and thereby invoking any liability of Gutwin.

5.5. Gutwin may not be held liable for interrupted access to the Software due to the Client or Users (use that does not comply with Gutwin instructions, changes to the Client's IT environment, etc.).

6. SERVICES

The Services offered in addition to the provision of the Software may be recurring or one-time services. Depending on the scope of the Services defined by the Agreement, Services may include:

- software module configuration,
- the integration of Client data into the Software,
- the creation of Regulatory Reference Material,
- Site compliance audits,
- the development of action plans,
- regulatory monitoring committees,
- support from a Gutwin consultant,
- the annual Site review,
- training services, and
- IT developments.

7. PROVISION OF SERVICES

7.1. Order (Agreement)

7.1.1. The scope of the Services is exclusively defined by the Agreement at the conclusion of the Contract.

7.1.2. Any new request outside the scope defined by the Agreement at the conclusion of the Contract shall be the subject of a new agreement.

7.2. Deadlines

The Services are carried out according to a schedule agreed by the Parties and attached to the Agreement. If an unforeseen event prevents Gutwin from performing a planned Service, Gutwin shall implement all means at its disposal to meet the planned date. If despite everything, the Service concerned cannot take place, Gutwin shall notify the Client as soon as possible and shall schedule another date with it.

7.3. Delivery of Deliverables

The Deliverables are made available to the Client via the Software, in the space provided for this purpose, when their nature so allows. Users are notified by email of any delivery made in this way. If the Client does not express any reservations within five (5) working days of each delivery, the Deliverable shall be deemed to be definitively approved by the Client in accordance with § 377 Austrian Companies' Code (*Unternehmensgesetzbuch, UGB*).

7.4. Services on-Site

7.4.1. Trainings and seminars

Training sessions are booked by the Client with Gutwin and confirmed by the sending of the registration form duly completed and countersigned by Gutwin. Unless expressively agreed otherwise, a training session may not be conducted for an audience of more than ten (10) people.

7.4.2. Cancellation of on-Site Services

The Client may cancel or agree with Gutwin to postpone the on-Site Services planned with Gutwin. If a cancellation occurs less than fifteen (15) days before the scheduled date of the on-Site Service, the session concerned shall be charged in full by way of damages.

7.4.3. Delivery difficulties

During an on-Site Service, if Gutwin finds

- any difficulty in delivering the Service resulting in a delay due to events beyond the control of either Party, Gutwin shall inform the Client which agrees, as reasonably applicable, to (i) extend the Service concerned by as many days and/or (ii) be solely responsible for any additional costs incurred by Gutwin in order to maintain the initial completion and/or delivery time for the Service concerned
- an obstacle beyond the control of Gutwin preventing the performance of the Service (no internet connection, the User concerned not at the Site), Gutwin reserves the right to cancel or postpone the Service concerned, which is then charged in full by way of damages.

7.5. Safety

7.5.1. The Client shall duly inform Gutwin and its employees of (i) any safety procedures and regulations in force on the Sites and (ii) any specific points to pay attention to or hazardous conditions on the Site. Gutwin and its employees agree to comply with them, subject to being duly informed thereof.

7.5.2. Gutwin does not under any circumstances carry out a safety mission on the Sites and if it considers that its employees working on the Sites are not able to perform the Services in accordance with normal safety rules, Gutwin may immediately suspend the Service concerned until such normal safety rules are put in place. If applicable, the price of the Service concerned may nevertheless be invoiced by Gutwin and shall be due in full (i.e. explicitly applying clause 7.4.3 item 2 above).

8. INTELLECTUAL PROPERTY RIGHTS

8.1. Gutwin

8.1.1. Gutwin and/or certain of its Affiliates own all rights and title (including trademark rights, copyrights, and database producer rights, source- and object codes) relating to the Software, its components, tools, and content, as well as the results obtained from the performance of the Services, including, but not limited to, tree structures, questionnaires, regulatory reference material, watch bulletins, audit grids and training materials.

8.1.2. The limited granting of rights for the Client's benefit pursuant to clause 8.2.1 below does not entail any transfer of any ownership or exploitation rights over the Software, its components, tools, and content, as well as the results obtained from the performance of the Service.

8.2. Client

8.2.1. Subject to the fulfilment by the Client of its obligations under the Agreement and these General Terms and Conditions, Gutwin grants to the Client, for the duration of the Contract, a worldwide, non-exclusive and non-transferable license to access and use the Software, its components, tools, and content as well as the results obtained from the performance of the Services in accordance with this General Terms and Conditions. The granting of such rights is carried out on a strictly personal basis and is strictly limited to the aforementioned scope.

8.2.2. The Client is expressly prohibited from infringing Gutwin's or any Affiliate's rights over the Software, its components, tools, and content, as well as the results obtained from the performance of the Services. In particular, the Client shall not, unless expressly agreed in writing by Gutwin:

– transfer its access and user rights referred to above to any party not being a User,
– conduct any decompilation operations,
– create works/products that derive from all or part of the Software components, tools and content or the results of the Services,
– use any method of automated and/or mass extraction or consultation of all or part of the Software content,
– perform any disproportionate extraction considering the scope of the Services and/or the Client's activities and/or the number and nature of the Sites,
– perform any extraction which does not comply with the terms of the Contract,
– carry out any reproduction, adaptation, representation or translation of all or part of the Software components, tools, and content and/or of the results of the Services, by any method whatsoever and for any reason,
– engage a third party to provide implementation, integration, hosting and/or application management services in relation to the Software.

8.2.3. If interoperability between several information systems is required, the Client undertakes to contact Gutwin.

8.3. References

The Client agrees that Gutwin may mention its name as a commercial reference and reproduce and/or represent its logo/trademark for this purpose.

9. FINANCIAL TERMS AND CONDITIONS

9.1. Price

9.1.1. The prices of the Services are set out in the Agreement. The prices of the Services are given before tax and do not include travel and accommodation expenses which will be invoiced to the Client at actual cost based on receipts.

9.1.2. Any discounts applicable on the date of the Contract shall not apply to its renewal, unless otherwise expressly agreed by the Parties. Discounts subject to the combination of cumulative conditions shall no longer be applied if any of said conditions is no longer met.

9.1.3. The Client acknowledges that the prices have been offered to it on the basis of a set of parameters which it has previously declared, including:

– the desired Software modules,
– the number of Sites,
– the scope of the Services,
– the nature of its declared activities.

Accordingly, the Client acknowledges and accepts that any change in one or more of the elements defining the above scope shall result in the adjustment of the initial prices.

9.2. Payment terms

9.2.1. Recurring Services

The Software access licenses (see clause 8.2.1 above) and, unless agreed otherwise, subscriptions to recurring Services shall be invoiced annually, in advance, on the date they are ordered or, if applicable, prolonged in accordance with clause 3.2 above.

Recurring Services are, if prolonged, subject to an annual index adjustment according to the Austrian consumer price index published by Statistics Austria (Austrian CPI).

9.2.2. Non-recurring Services

Non-recurring Services are invoiced when they are completed on the basis of the daily rate agreed in the Agreement.

9.2.3. Payment deadlines

Invoices are payable within thirty (30) days from their invoicing date without deductions. If a payment deadline is not met, Gutwin may:

– without prior notice, require immediate payment of any sums due under the Contract and/or suspend performance of Services until payment of the invoice in question; such suspensions cannot be considered as faults on the part of Gutwin that might invoke its liability for any reason,
– apply default interest pursuant to § 456 Austrian companies' code (*Unternehmensgesetzbuch, UGB*), and
– request payment of a flat-rate compensation fee of forty (40) euros for recovery costs.

The suspension of Services under this clause 9.2.3 shall not affect Gutwin's right (i) to retain the sums received in return for the Services performed, (ii) to collect the sums owed in return for the Services performed, (iii) to collect or retain the charges for the provision of the Software for the entire duration of the commitment set out in the Contract, and (iv) to request compensation for its losses.

9.2.4. Notwithstanding the provisions of §§ 1415 and 1416 Austrian civil code (*Allgemeines Bürgerliches Gesetzbuch, ABGB*), it is expressly agreed that in the event that the Client makes partial payment whereas several invoices are due, Gutwin is free to impute the said payment as it sees fit.

No compensation may take place without Gutwin's prior agreement.

10. GUARANTEES

10.1. Services

10.1.1. Gutwin solely warrants that the content made available via the Software and by provision of the Services is collected and/or produced in accordance with industry standards and by observing reasonable precautions to avoid errors. However, this provision is based on official publications and compilations of private data deemed reliable. Therefore, given the volume and complexity of the information, pace of change of texts and the conditions for obtaining such information from external public and private sources, **Gutwin cannot guarantee its accuracy or comprehensiveness**.

10.1.2. Likewise, the Client is solely responsible for making its decisions and their relevance and application based on:

– the content made available via the Software,
– the documents drawn up and/or published by the Client and the Users via the Software for the purpose of monitoring their compliance

management (action plans, reports, diagnostics, etc.), and

– any information and data stored by the Client.

10.1.3. The Services are designed for professionals and intended solely for (i) documentary purposes and (ii) assisting with compliance management for which the Client is solely responsible. The Client, Third-party Beneficiaries and Users therefore accept that:

– the Services do not in any way replace professional consultancy services,

– the Services are in no way intended to replace the judgements and decisions of the Client and/or its professional and/or legal advisors,

– the Client and the Users are solely responsible for the use and interpretations made by themselves and/or their advisors of the content made available to them and/or any opinions and views that may be issued by Gutwin as part of the Services.

10.1.4. References to third-party websites and other documentary resources available via the Internet may be proposed as part of the Services. Gutwin may not be held liable for the unavailability of said websites and resources and, more generally, for any damage whatsoever resulting from the use of the content or services offered by such websites and resources.

10.2. Software

The Software solutions are standard solutions provided on an annual basis in SaaS mode. Gutwin does not guarantee that they fully meet the expectations of the Client which is solely responsible for ensuring that they meet its needs.

11. LIABILITY

11.1. Gutwin is bound by best-efforts obligations under the Contract. Gutwin shall only be liable for cases of gross negligence (*grobe Fahrlässigkeit*) or intent (*Vorsatz*). Any liability of Gutwin for slight negligence (*leichte Fahrlässigkeit*) is, in any case, explicitly excluded. This limitation of liability does not apply to personal injury.

11.2. The Client acknowledges and accepts that the Internet and any networks used for data transmission purposes are subject to periods of saturation, outages and other malfunctions, the causes of which are beyond Gutwin's control, and which may result in the disruption of the performance of the Contract. Gutwin cannot be held liable for damage suffered by the Client as a result of said disruption.

11.3. The Client is solely responsible for the hardware and equipment installed on the Sites by the operators and service providers selected under its responsibility. Therefore, Gutwin cannot be held liable for any damage suffered by the Client as a result of difficulties in performance or non- performance of the Contract due to malfunctions of said hardware and equipment.

11.4. Gutwin cannot be held liable for any damage suffered by the Client and/or any Third-party Beneficiary of the Services resulting from (i) the non-compliant use of the Software, its components, tools, and content and/or (ii) the failure to apply the directions for use provided by Gutwin and/or (iii) the application of directions not provided by Gutwin.

11.5. Regarding the liability of Gutwin (which is to be determined by a final and binding court judgment) the following shall apply:

– **the total liability of Gutwin is strictly limited to all direct damages resulting from any non-performance of the Contract in the amount of the service fees paid by the Client during the twelve (12) month period preceding the event giving rise to liability,**

– **Gutwin is not obliged to compensate any of the consequential damage suffered by the Client and/or any Third-party Beneficiaries of the Services (operating losses, loss of profits or customers, any commercial damage, damage to image, etc.), it being specified that any damages suffered by a third-party acting on behalf of the Client, or any Third-Party beneficiary of the Services are consequential damage.**

11.6. It is expressly agreed and accepted by the Client that the provisions of this clause 11 shall continue to apply should the Contract be terminated for any reason whatsoever, including in the event of a judicial resolution established by a final decision.

11.7. The Parties acknowledge that the Contract provisions establish a fair division of risks between Gutwin and the Client and that the price reflects this division as well as the limitation of liability described above.

12. COMPLIANCE

12.1. Gutwin shall conduct its activities honestly, with integrity and responsibly and expects every individual with whom it works to abide by these same values. Consequently, the Client undertakes to strictly comply with the current anti-corruption laws and regulations. In particular, the Client shall not, directly, or indirectly, offer or grant to, request, or receive from a third party any unfair advantage in return for completing, delaying, or omitting to complete any act within its powers and that is or could be considered an unlawful or corrupt practice. The Client also declares and guarantees that no amount (including fees, commission, or any other unfair financial benefit) and no item of value (including but not limited to gifts, holidays, meals, or inappropriate entertainment) has been or shall be given directly or indirectly to any employee, director, or corporate officer of Gutwin for the purpose of procuring the signature of the Contract or to facilitate its performance or renewal.

Any breach by the Client, and/or any third party acting on its behalf and/or any Third-party Beneficiary of the Services, of the foregoing provision constitutes misconduct justifying the termination of the Contract under the conditions set out in clause 15. The Client shall inform Gutwin promptly of any event that could undermine the declarations and guarantees in this Article.

12.2. Gutwin reserves the right, during the Contract, to refuse or cease to provide any Services in a country for the benefit of a Site or a Third-party Beneficiary of the Services established or domiciled in a state or territory appearing, or which may appear, on the lists of sanctioned countries, territories, entities, natural persons, etc., established by the US Office of Foreign Assets Control, the European Union, any member state of the European Union or the EEA, or the United Kingdom. Where applicable, such refusal or cessation may not be considered as misconduct by Gutwin or constitute grounds for early termination of the Contract.

13. CONFIDENTIALITY

13.1. The Parties consider as strictly confidential all information of any kind (commercial, financial, strategic, organizational, structural, etc.), methods and data communicated between them by any means and/or that they are required to know during the performance of the

Contract. With respect to this information, each Party agrees:

- – not to use it for purposes other than the performance of the Contract,
- – not to disclose it to third parties unless previously agreed by the other Party,
- – to only transmit it to its salaried staff whose assignments justify this transmission, and
- – to take all measures necessary to guarantee its confidentiality, with respect to its staff and any external person authorised by Gutwin and involved in the performance of the Contract or who has access to the Software.

13.2. The Parties are bound by this obligation until the confidential information becomes public or if a Party is required to disclose it by a legal or regulatory provision or a court decision.

13.3. The Client shall ensure compliance with the obligations of this clause 13 by any Third-party Beneficiaries, Users and more generally all its collaborators, and undertakes to implement the appropriate means to guarantee such confidentiality.

14.   DATA PROTECTION

14.1. Gutwin obliges the employees of Gutwin to comply with the provisions and stipulations relating to data protection in a manner that is unlimited in time and goes beyond the duration of any relevant employment relationship.

14.2. A non-disclosure agreement can be requested by the Client with Gutwin, which shall, when concluded, become an integral part of the Agreement.

14.3. Gutwin will protect any personal data acquired by the Software according to the nature, scope, context, and purposes of data processing according to state of technical possibility and economic acceptability.

14.4. As part of fulfilling the Contract, personal data of the Client may be processed. Processing takes place to fulfill the Contract and in order to take steps at the request of the data subject prior to entering into the Contract.

14.5. The scope, nature, and purpose of the collection, processing and/or use of personal data by the contractor for the Client include:

- – Preparation, conduction, and follow-up of trainings,
- – Support in processing data whilst implementation or updating the Software (consulting),
- – Installation, administrative support of the Software (support/administration),
- – User support of the of the Software (support/support),
- – Development, maintenance, and bug fixes of the Software (development/update),
- – Hosting of the Software in case of the provision of the Software as a SaaS solution (hosting),
- – Manage e-mail newsletter recipients regarding the Gutwin products and services.

14.6. Gutwin points out that the client is solely responsible for the assessment of the admissibility of data collection, data processing and data use, for preserving the rights of those concerned. Gutwin offers a sample of a data processing agreement with detailed regulations on data protection and technical and organizational measures, which shall, when concluded, become an integral part of the Agreement:
http://www.gutwinski.at/gutwin/Auftragsverarbeitervertrag-gutwin-Software.docx

14.7. The data controller has the right to request, rectification, restriction, erasure of personal data as well as the right to data portability and the right to object to processing or withdraw consent at any time in writing or by e-mail to the Data Protection Officer of Gutwin under dastenschutz@gutwinski.at. Gutwin points out the right to lodge a complaint under dsb@dsb.gv.at with a supervisory authority, which is the Austrian "Datenschutzbehörde".

15.   SUB-PROCESSORS AND THIRD-PARTY SUPPLIERS

15.1. Gutwin regularly employs the following companies for programming, update, support, and development tasks:

> Ebner Media & Management GmbH
> Jägerweg 4, 4600 Thalheim bei Wels, Austria

> Monterail sp. z.o.o
> Olawska 27-29, 50-123 Wroclaw, Polen

15.2. Furthermore, the following third-party content providers perform update, support, and development tasks with regard to the content conveyed by the Software:

> RED ON LINE
> 10 Place du General De Gaulle, 92186 Antony, France

> Dr. Odin GmbH
> Waldweg 30, 22393 Hamburg, Germany

> BDS Safety Management AG
> Segelhof, CH-5405 Baden-Dättwill, Switzerland

15.3. Gutwin uses as a host of the Software:

> Microsoft Ireland Operations, Ltd.
> One Microsoft Place, South County Business Park, Leopardstown, Dublin 18, D18 P521, Ireland

> Telekom Deutschland GmbH
> Landgrabenweg 151, 53227 Bonn, Germany

> Ecritel
> 84, rue Villeneuve, 92110 Clichy, France

15.4. Gutwin uses as a host of the Gutwin audit module:

> Amazon Web Services EMEA SARL
> 38 Avenue John F. Kennedy, L-4855 Luxembourg

> Ecritel
> 84, rue Villeneuve, 92110 Clichy, France

15.5. The Client expressly declares the possible processing of personal data as approved. The abovementioned third parties are contractually bound on data protection.

15.6. For the performance of the Contract, Gutwin shall have the right to also employ subcontractors other than those mentioned above. The Client shall not refuse its consent for the processing of personal data by these subcontractors, should this be required, without an objective reason.

15.7. If warranty and/or liability claims exist between Gutwin and its vicarious agents or any other third parties in relation to the Software and/or the Services, Gutwin

assigns these claims to the Client. In any case, after the assignment of claims against vicarious agents, the Client will exclusively adhere to these vicarious agents or, to the extent permissible, after the assignment of claims against other third parties, exclusively to these other third parties.

16. END OF THE CONTRACT

16.1. Termination of the Contract

16.1.1. Ordinary termination
Each Party may terminate the Contract with a three (3) months prior written notice to the end of the respective contract term pursuant to clause 3.1 above.

In addition, each Party may also terminate the Contract in accordance with clause 3.3 above.

16.1.2. Breach of Contract
In the event of a Party's repeated breach of an essential obligation that has not been rectified within thirty (30) working days from the date on which the other Party sends a registered letter with acknowledgement of receipt notifying it of said repeated breach of the essential obligation concerned, the non-defaulting Party may terminate the Contract by sending a second registered letter stating the termination. If applicable, the termination shall occur automatically at the end of a period of thirty (30) working days from the date on which the second aforementioned notification is sent. The essential obligations are:
– for Gutwin: the provision of the Software on an annual basis and the delivery of the Deliverables in accordance with the Contract,
– for the Client: full payment of the price and compliance with Gutwin's rights, including over the Deliverables, the Software, its components, tools, and content, as well as full compliance with the Client's obligations under clause 13.

16.1.3. Compliance
The Client's failure to comply with the representations and warranties referred to in Article 12.1 shall result as of right in the automatic and immediate termination of the Contract from the date on which Gutwin sends the registered letter with acknowledgement of receipt notifying it of said termination.

16.1.4. Specific effects of termination of contract
In any event, and regardless of when it occurs, the termination of the Contract shall not affect Gutwin's right (i) to retain the sums received in return for the Services performed, (ii) to collect the sums owed in return for the Services performed, (iii) to collect or retain the charges for the provision of the Software for the entire duration of the commitment initially set out in the Contract, and (iv) to request compensation for its losses.

16.2. General effects of the end of the Contract
Upon the termination of the Contract for any reason whatsoever:
– the Client agrees to cease any access to the Software and shall ensure that all Users comply with this obligation,
– the Client alone is responsible for exporting content it is authorised to extract using the functionalities provided for this purpose by the Software, an additional charge being made for any request made to Gutwin for this purpose,
– the obligations stipulated in Articles 8, 9, 10, 11, 13, 16, 18, and 19 shall continue.

17. PROOF

17.1. Data, information, or documents exchanged on any electronic media via the Gutwin information systems, including the dates of receipt or issue, shall be deemed:
– honest and able to be used as documentary proof, including in legal proceedings, and
– to have the same probative value as that granted to an original written paper document, signed by hand.

17.2. The above data shall be prioritized as proof unless the Client provides written proof to the contrary.

18. ASSIGNMENT AND SUBCONTRACTING

18.1. Assignment
18.1.1. The Client shall not assign or transfer all or part of the Contract or its rights and obligations under the Contract to any third party whatsoever and for any reason without Gutwin's prior written consent.
18.1.2. Gutwin may freely assign or transfer the Contract as well as its rights and obligations under the Contract to any Affiliate and/or any third party.

18.2. Outsourcing
18.2.1. Subject to the provisions on Data Protection in clause 14, Gutwin is authorised to entrust the performance of all or part of the Services to any Affiliate and/or external suppliers.
18.2.2. Gutwin shall remain solely responsible, with regard to the Client, for performing the obligations for which it is responsible under the Contract.

19. WAIVER

The Client irrevocably waives any request, claim, right or action against Gutwin for breach of the Contract if it has not made or claimed it within twelve (12) months of the breach in question, and thereby irrevocably waives any action against Gutwin and any Affiliate to which before any court beyond this period.

20. DISPUTE RESOLUTION

20.1. Conciliation
20.1.1. In the event of difficulty in performing the Contract, each Party is required, prior to bringing the matter before the competent court, to appoint a person representing its general management. The persons thus appointed shall meet within fifteen (15) days of receipt of the registered letter with acknowledgement of receipt requesting that a conciliation meeting be held. The meeting's agenda shall be set by the Party instigating said request, and a report of the meeting shall be jointly approved by the Parties.
20.1.2. The conciliation procedure shall not exceed sixty (60) days from the first conciliation meeting, unless expressly agreed by the Parties.
20.1.3. Decisions made by mutual agreement in the conciliation procedure shall be binding.
20.1.4. The Parties are not required to apply the conciliation procedure prior to the implementation of emergency or preventive proceedings, or summary or ex-parte proceedings.

20.2. Litigation
20.2.1. The Contract is subject to Austrian law without regard to its conflict of law rules and the United Nations Convention on the International Sale of Goods.
20.2.2. Express jurisdiction shall be awarded to the competent court for commercial matters in Vienna, Inner District, notwithstanding multiple defendants, or an action to enforce a guarantee, as well as for emergency or preventive proceedings.

By its signature, the Client hereby expressively acknowledges and agrees that these General Terms and Conditions and the Agreement (as defined above) form the entire agreement between the Parties and exclusively define all the obligations of Gutwin and the Client.

For Gutwin	CLIENT NAME:
	On behalf of the Client: **First name and surname:** **Position:** **Date, signature, and company stamp:**