

1 The parties

1.1 ReDem is a company that develops web software for the quality assurance of surveys and operates it for its customers.

1.2 It is established that the customer is an entrepreneur as defined in § 1 UGB (Austrian Commercial Code) and that there is no founding transaction as defined in § 1 para. 3 KSchG (Austrian Consumer Protection Act).

2 Validity

2.1 These General Terms and Conditions ("GTC") shall apply to all deliveries and services of ReDem GmbH (hereinafter "ReDem" or "we") and its customers (hereinafter "Customers" or "you") in the area of software (SaaS, development services, service, related services and deliveries).

2.2 The version valid at the time of conclusion of the contract shall apply. In the case of an ongoing/already existing business relationship, these GTC shall form part of the contract even if they are not expressly mentioned in the individual contract or offer.

2.3 The following contractual components shall apply to the contractual relationship between ReDem and the customer in the order stated:

- a. The offer on which the respective contract is based, including the service description;
- b. The order processing agreement (if required);
- c. Any business, contractual or license conditions of third parties for the respective part of the service, if these are expressly referred to; (a - c = individual contract)
- d. These GTC.

2.4 General terms and conditions of third parties shall only apply in the event of express written confirmation by ReDem. This shall also apply in the event that the customer bases the conclusion of the contract on its own GTC, even if ReDem does not object to them when it becomes aware of them.

2.5 Verbal agreements, collateral agreements, reservations, amendments or supplements to these General Terms and Conditions must be made in writing in order to be valid; this also applies to any waiver of the written form requirement.

2.6 You will be notified of any amendments to these General Terms and Conditions and they shall be deemed to have been agreed if you do not object to them within 14 days (you will be explicitly informed of the significance of your silence in the notification).

2.7 Any ineffectiveness/invalidity/nullity of individual provisions of these GTC shall not affect the validity and applicability of the remaining provisions. In such a case, ReDem and the customer undertake to replace this provision with one that is legally effective and valid and corresponds in its economic effect to the replaced provision - as far as possible and legally permissible.

2.8 The assignment of individual rights and obligations arising from these GTC and the (individual) contract by the customer is only permitted with the express written consent of ReDem.

3 Conclusion of contract

3.1 The basis for the conclusion of the contract is the Client's request based on the applicable price list and confirmation by ReDem in the form of an invoice, the respective offer from ReDem, in which the scope of services and the remuneration are set out, or directly via online contract conclusion. ReDem's offers are non-binding. A valid contract shall only come into existence upon express acceptance of the order by ReDem.

3.2 Acceptance must be made in writing (e.g. by order confirmation), unless ReDem clearly indicates (e.g. by taking action on the basis of the order) that it accepts the order.

4 Subject matter of the contract, scope of services

4.1 The scope of the services to be provided is set out in the offer, the customer's order, the service description or the individual contract. Subsequent changes to the content of the service must be made in writing, whereby e-mail is sufficient for this requirement.

4.2 All services provided by ReDem (in particular all preliminary drafts, sketches, workflow descriptions, specifications) must be checked by the customer and released within three days. If they are not approved in good time, they shall be deemed to have been approved by the customer.

4.3 ReDem shall be entitled to make partial deliveries and render partial services at any time.

4.4 New features can either become part of existing products, in which case they are included in the price for SaaS, or they become new packages that must be ordered and paid for separately by the customer.

4.5 If the software is operated by ReDem (SaaS - Software as a Service), the customer receives access to the packages described in the offer. Bug fixing and updates of these packages are part of the service.

4.6 Developments that are carried out individually for customers (e.g. new interfaces) are offered separately.

5 Service, maintenance & updates

5.1 ReDem reserves the right, especially with regard to adequate IT security, to carry out updates in the IT area at its own discretion in order to ensure adequate IT security. ReDem shall inform its customers in good time about planned update work and any resulting costs for the customer.

5.2 Details on service and maintenance can be found in the service description.

5.3 In the case of individual developments for customers, service, further development and updates shall be charged separately according to the current hourly rates. Individual developments can become part of the standard scope of services.

6 Intellectual property, scope of use

6.1 General

6.2 All copyrights and rights of use shall remain with ReDem or the respective manufacturer/originator in accordance with their license terms, unless otherwise agreed in the sequel or in the individual contract.

6.3 Use by third parties or disclosure to third parties beyond the content of the contract is not permitted.

6.4 All services of ReDem, including those from presentations (e.g. concepts, ideas, ...) and individual parts thereof, as well as the individual prototypes and design originals shall remain the property of ReDem and may be reclaimed by ReDem at any time - in particular upon termination of the contractual relationship - free of charge.

6.5 Changes to ReDem's services, such as in particular their further development by the customer or by third parties working for the customer, are only permitted with the express consent of ReDem and - insofar as the services are protected by copyright - the author.

6.6 The express written consent of ReDem is required for the use of ReDem's services that goes beyond the originally agreed purpose and scope of use, regardless of whether this service is protected by copyright. ReDem and the author shall be entitled to separate, appropriate remuneration for this.

6.7 For the use of advertising material or presentation media for which ReDem has developed conceptual or design templates, the express written consent of ReDem is required after the end of the contract, and ReDem is entitled to financial compensation.

6.8 In the event of breaches of this clause 6, the Client shall fully indemnify and hold ReDem harmless.

6.9 Provision and operation of software (SaaS)

With the defined start of the contract, ReDem grants the customer a non-exclusive, non-transferable, non-sublicensable right to use the software on the ReDem platform for its own internal purposes for the duration of the corresponding contract.

6.10. Individual developments for customers

Upon full payment, ReDem grants the Client a non-exclusive, non-transferable, non-sublicensable right to use the custom developments for its own internal use for the duration of the underlying contract (e.g. SaaS).

6.11. Third-party components

If third-party components are part of the service (e.g. open source components or commercial software), the respective license conditions apply to these components. The third-party components used are listed separately.

7 Labeling

7.1 ReDem is entitled to refer to ReDem and, if applicable, to the author on all system, software and hardware components and in all advertising measures, without the customer being entitled to any remuneration for this.

7.2 The customer is obliged to retain any trademarks (trademark, copyright or other notices) and to preserve the right to mention ReDem's name.

8. order processing and cooperation obligations of the customer

8.1 The customer is aware that ReDem can only provide its services if it immediately provides ReDem with all information and documents that are necessary and expedient for the provision of the respective service. The Client further declares that it will therefore inform ReDem of all circumstances that are necessary for the provision of services by ReDem. He will inform ReDem of all

processes that are important for the execution of the order, even if these circumstances only become known during the execution of the order.

8.2 The customer shall bear the expenses and additional costs incurred as a result of work having to be repeated or adapted or delayed as a result of incorrect, incomplete or subsequently changed information provided by ReDem.

8.3 Furthermore, the customer is obliged to check the documents provided by him for the execution of the order (plans, briefing documents, interface descriptions, database, diagrams, logos, photos, texts, etc.) for any existing copyright, trademark rights or other rights of third parties.

8.4 ReDem shall not be liable for any infringement of such rights. If a claim is made against ReDem due to such an infringement of rights, the customer shall indemnify and hold ReDem harmless; the customer shall compensate ReDem for all disadvantages incurred by ReDem as a result of a claim by a third party.

9. external services - commissioning of third parties

9.1 ReDem is entitled, at its own discretion, to perform the service itself, to use third parties in the provision of contractual services and/or to substitute such services.

9.2 The commissioning of vicarious agents shall be carried out either in ReDem's own name or in the name of the customer, but in any case at the customer's expense.

10 Business secrets, confidentiality

10.1 The customer and ReDem are obliged to treat as confidential all documents and information which are expressly designated as confidential or which are obviously not intended for third parties or which contain business or trade secrets (including prices and service descriptions). The Client and ReDem shall also impose these obligations on their employees and any third parties engaged.

10.2 Subject to the Customer's written revocation, which is possible at any time, ReDem shall be free to make publications about the Services, provided that only the Customer's name and the content of the Services provided (excluding economic or commercial data) are mentioned. ReDem shall be entitled to refer to the existing business relationship with the customer on its own advertising media and in particular on its Internet website by name and company logo.

11 Deadlines

11.1 Agreements on deadlines and dates must be recorded or confirmed in writing. The agreed delivery dates and deadlines shall only be regarded as guidelines unless they have been expressly designated as binding in writing. The delivery period calculated for the delivery shall commence at the earliest upon receipt of the information finally fixed in all commercial and technical respects and after provision of the services required by the customer (e.g. provision of documents or information). Subsequent requests for changes and additions shall extend the delivery time appropriately.

11.2 After exceeding a non-binding delivery date or a non-binding delivery period, the customer may demonstrably request ReDem in writing to deliver. ReDem shall be in default of delivery at the earliest upon receipt of this request.

11.3 The customer shall accept minor delays of up to 2 weeks in binding delivery dates or deadlines without the consequences of a delay in delivery occurring as a result.

11.4 After unsuccessful expiry of the grace period, the customer may withdraw from the contract or adhere to the fulfillment of the contract. If ReDem has already provided partial services, the customer shall only be entitled to withdraw from the contract with regard to outstanding partial services.

11.5 If, during an ongoing delay, delivery becomes impossible by chance, ReDem shall not be liable if the damage would have occurred even if delivery had been made on time.

11.6 Deliveries are always made ex Linz for the account and at the risk of the recipient. All costs for transportation and transport insurance from Linz to the place of installation shall be borne by the customer.

11.7 In the event of force majeure or an operational disruption for which ReDem is not responsible (including at ReDem's business partners), which temporarily prevents ReDem from meeting the agreed dates and deadlines, these delivery dates and deadlines shall be extended by the duration of the disruption caused by these circumstances. ReDem shall inform the customer of the expected delay as soon as possible after becoming aware of such delays.

12 Termination, withdrawal from the contract

12.1 In the case of continuing obligations (recurring services such as SaaS), unless otherwise agreed in the individual contract, a one-year term of these contracts shall be agreed. The contract term is automatically extended by a further year if the customer does not terminate the contract in writing at least 30 days before the end of the contract term.

12.2 The following applies to all contracts:

12.3 ReDem shall in particular be entitled to extraordinary termination if the performance of the service is or becomes impossible for reasons for which the customer is responsible or is further delayed despite the setting of a grace period of at least 7 days; if ReDem becomes aware of circumstances after conclusion of the contract under which the provision of the customer's main and ancillary services is no longer secured and the customer neither makes advance payments at ReDem's request nor provides suitable security (e.g. bank guarantee) prior to ReDem's performance. In this case, ReDem is entitled to demand the return of deliveries already made by the customer or to insist on fulfillment of the contract. In this case, the goods shall be returned at the risk and expense of the customer. Any claims for damages and claims in connection with the retention of title shall remain unaffected by this.

12.4 Force majeure, strikes, natural disasters, transportation blocks and the like shall release ReDem from the agreed delivery period or delivery obligation. Irrespective of this, ReDem shall have an unconditional and immediate right of withdrawal in this case.

12.5 ReDem may terminate a continuing obligation (SaaS) with immediate effect and withdraw access if the customer is at least 2 months in arrears with payment of the corresponding fee.

12.6 ReDem may terminate the Agreement with immediate effect and withdraw all access to the Software if the Customer infringes ReDem's intellectual property or the Terms of Use of this Agreement. Advance payments will be refunded, less any costs incurred and claims for damages by ReDem.

13. prices & cost estimates

13.1 All prices quoted in individual offers are subject to change. Unless otherwise stated in the offer, all prices are in euros and exclusive of statutory VAT and plus all applicable fees and other taxes.

13.2 Unless otherwise agreed, ReDem's claim for payment shall arise for each individual service as soon as it has been provided. ReDem is entitled to demand advance payments from the customer to cover its expenses.

13.3 Recurring services (e.g. software solutions operated for the Customer (SaaS)) shall be invoiced annually in advance, unless otherwise specified in the individual contract.

13.4 Works and services are generally invoiced retrospectively (i.e. after delivery). However, ReDem may issue interim invoices; these interim invoices are due immediately without deductions.

13.5 All services provided by ReDem which are not expressly covered by the agreed costs shall be remunerated separately by the customer. All cash expenses and fees incurred by ReDem shall be reimbursed by the Customer.

13.6 Cost estimates from ReDem are generally non-binding and subject to a charge. If, in the course of processing the order, it is foreseeable that the actual costs will exceed ReDem's written estimate by more than 10%, ReDem shall inform the Customer of the higher costs.

13.7 Prices for other services (service, adjustments, etc.) shall always be calculated at the hourly rates in force on the day of performance. The same applies to travel expenses and accommodation costs of ReDem employees.

13.8 It is expressly agreed that the prices and hourly rates quoted by ReDem plus ancillary claims shall be stable in value. The consumer price index 2020 (base year 2020) published monthly by Statistics Austria or an index replacing it shall serve as a measure for calculating the stability of value.

13.9 The index figure calculated for the month in which the contract is concluded shall serve as the reference value for this contract. Upward or downward fluctuations in the index figure of up to 2% are not taken into account. This margin shall be recalculated each time it is exceeded upwards or downwards, whereby the first index figure outside the applicable margin shall always form the basis both for the redetermination of the claim amount and for the calculation of the new margin. All rates of change are to be calculated to one decimal place. Failure to assert the value adjustment shall not constitute a waiver thereof; rather, ReDem shall be entitled to assert this price adjustment up to three years after the date from which a price adjustment should have been made for the first time.

14 Payment

14.1 ReDem's invoices shall be due without any deduction from the invoice date and, unless otherwise agreed, shall be paid within 10 calendar days of receipt of the invoice. Compliance with the agreed payment dates is an essential condition for the fulfillment of the contract by ReDem.

14.2 Delivered goods shall remain the property of ReDem until full payment has been made. The retention of title shall also serve to secure our claims from the ongoing business relationship until settlement of the claim to which we are entitled in connection with the purchase.

14.3 Transfers shall only be deemed payment upon receipt of the amount in the account designated by us. Bills of exchange and checks shall only be accepted after written agreement, only on account of payment and shall exclude any discount deduction. Discount interest and all bank charges and the like shall be borne exclusively by the customer.

14.4 In the event of default of payment by the customer, ReDem shall be entitled, at its own discretion, to demand compensation for the actual damage incurred or default interest at the statutory rate. For entrepreneurs, this is 9.2% p.a. above the base interest rate. This claim also includes compound interest. In addition, in the event of default of payment, the customer undertakes to reimburse the judicial and extrajudicial costs as well as the dunning and collection expenses necessary for appropriate legal action. This shall in any case include a lump sum of EUR 40 as compensation for collection costs in accordance with § 458 UGB. The assertion of further rights and claims remains unaffected. In the event of default in payment by the customer, ReDem shall not be obliged to provide its own services for as long as this default continues. Furthermore, in the event of default, ReDem is entitled to make all outstanding claims due immediately and/or to demand advance payments or security deposits.

14.5 The customer is not permitted to offset any disputed or not legally established counterclaims without our express consent. The customer is also not permitted to exercise a right of retention without a legally binding title or on the basis of claims from other legal transactions.

15 Warranty

15.1 The customer must inspect deliveries immediately for any obvious defects. If the customer expressly or tacitly waives the inspection, ReDem shall be deemed to have duly delivered the goods. Complaints regarding the quality of ReDem's deliveries shall only be recognized if they are asserted in writing to ReDem within 14 days of receipt of the goods at the place of receipt. The complaint must be sufficiently substantiated and supported by appropriate evidence. Hidden defects must be notified immediately after discovery in the manner described above.

15.2 Minor technical changes and deviations from drawings and catalogs shall be deemed approved in advance.

15.3 Any warranty period shall be a maximum of 12 months from acceptance. The existence of defects upon delivery must be proven by the customer. § Section 924 ABGB and Section 933b ABGB shall not apply.

15.4 In the case of defects that have been communicated by the customer with justification, the warranty is limited to improvement, new delivery or replacement of the missing items. Several rectifications and replacement deliveries are permitted, provided this is economically feasible, but the customer has no legal claim to this. Claims for conversion and price reduction are excluded, unless ReDem offers the customer such claims or an improvement is uneconomical for ReDem. The warranty claim expires if the customer or a third party not authorized by ReDem has made changes, manipulations or repairs to the product. In the event of improvement, new delivery or supplementation of what is missing, the period for asserting claims shall not begin to run again.

15.5 In the event of a justified notice of defects, the defects shall be remedied by ReDem within a reasonable period of time, whereby the customer shall enable ReDem to take all measures necessary for the investigation and rectification of defects. ReDem is entitled to refuse to improve the service if this is impossible or involves a disproportionately high expense for ReDem, in which case ReDem may choose to rescind the contract or reduce the price.

16 Liability and compensation

16.1 Unless otherwise agreed in the respective offer or individual contract, or elsewhere in these GTC or the processor agreement, the parties shall be liable for compensation for damages caused culpably. The parties shall not be liable for slight negligence. In the event of gross negligence, liability

shall be limited to the value of the delivery/service concerned (excluding taxes and fees) and, in the case of recurring services, to the remuneration for the previous year. Limitations of liability do not apply to compensation for personal injury. Claims for damages shall in any case only include the mere rectification of damage, but not consequential damage, loss of profit or third-party claims.

16.2 Claims for damages must be asserted in court within six months of becoming aware of the damage and the injuring party, otherwise they shall lapse.

16.3 The aggrieved party must provide proof that any damage incurred by it is attributable to the fault of ReDem. The injured party must also provide proof that it is not (partly) at fault for any damage incurred. This applies to all forms of fault (slight/gross negligence, intent).

16.4 In the case of contracts for work and materials, ReDem shall not be liable if the customer insists on a certain implementation despite the fulfillment of the warning obligations.

16.5 The customer is obliged to ensure an appropriate backup of the data.

16.6 Insofar as online services offer ReDem the opportunity to access websites, database services and similar. ReDem is in no way liable for the accessibility, existence or security of these databases or services, nor for their content. Liability, if applicable, shall only be considered within the framework of the E-Commerce Act (ECG) under the limitations agreed in this point.

17 Data protection

17.1 Both ReDem and the Client are obliged to comply with the provisions of the Data Protection Act (DSG), the General Data Protection Regulation (GDPR) and any other statutory confidentiality obligations.

17.2 Any liability provisions in a processor agreement shall take precedence over the provisions in these GTC.

17.3 ReDem processes the personal data required for the purpose of fulfilling the contract. The detailed data protection information pursuant to Art. 13 et seq. of the GDPR has been attached to these GTC or the offer.

17.4 If ReDem is a processor within the meaning of the GDPR for a specific contractual relationship, a processor agreement shall be concluded which is an integral part of these GTC.

18 Place of performance, place of jurisdiction, choice of law and contractual language

18.1 The place of performance for the delivery/service and payment shall be the registered office of ReDem.

18.2 The place of jurisdiction for all disputes arising directly or indirectly from the contract itself or from the contractual relationship between ReDem and the customer shall be the competent court in Linz.

18.3 This contract shall be governed by Austrian substantive law to the exclusion of the conflict of laws rules of private international law (e.g. IPRG, Rome I Regulation) and the UN Convention on Contracts for the International Sale of Goods.

18.4 The contractual language is German.