General Terms and Conditions of PTM EDV-Systeme GmbH for the sale of licenses and the conclusion of subscription contracts

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Definitions

GTC	GTC are these General Terms and Conditions of PTM.
Buyer	Buyer is the purchaser or user of software licenses or the user of Software as a Service (SaaS) services.
PTM	PTM is PTM EDV-Systeme GmbH with registered office at Bahnhofgürtel 59/1.St, 8020 Graz, registered in the commercial register under FN 173442 m, competent court Landesgericht für Zivilrechtssachen Graz.
Software purchase agreement	Software purchase agreement means the contract entered into between PTM and the Buyer regarding the purchase of software licenses.
Subscription contract	Subscription contract means the contract entered into between PTM and the Buyer by which PTM provides software or renders SaaS services .
Trial version	Trial version means the version as described in point 2.3 made available to the Buyer by PTM.
Contracting parties	The contracting parties are PTM and the respective Buyer.

1. General part

1.1. Applicability of the GTC

1.1.1. These GTC shall apply to all business transactions between PTM and the Buyer with regard to the conclusion of software purchase contracts or subscription contracts. However, when PTM purchases goods or services from a seller or service provider, these GTC shall also apply with regard to the provisions of Section 1.1. as a whole.

1.1.2. Conflicting or supplementary terms and conditions of the Buyer shall not become part of the contract unless PTM has expressly agreed to their validity in text form. Any agreements in addition to or deviating from these GTC made between PTM and the Buyer for the performance of a contract shall be made in writing.

This shall also apply to the waiver of the text form requirement. The rights to which PTM is entitled beyond these GTC on the basis of statutory provisions shall remain unaffected.

1.1.3. These GTC apply exclusively and even if no reference is made to them in contracts concluded at a later date.

1.1.4. If text form is required in these GTC, this includes e-mails, letters, faxes and text messages. No signature is required. The receipt of declarations must always be proven by the sender.

1.2. To the conlusion of the contract

1.2.1. The prices (regardless of whether they are stated in price lists, on the website https://www.mscrm-addons.com/ or in any other way) are non-binding and may be changed at any time. However, this shall not apply if a binding written offer is submitted by PTM to the Buyer.

1.2.2. Unless otherwise specified below or otherwise agreed between PTM and the Buyer, the Buyer shall generally place its orders in text form.

1.2.3. Orders placed by the Buyer (in particular placed via the website https://www.mscrm-ad-dons.com) constitute binding offers for the conclusion of a contract by the Buyer.

1.2.4. PTM shall in any case not be bound by orders placed by the Buyer unless these are fully consistent with an offer made by PTM.

1.2.5. In principle, the declaration of acceptance in text form by PTM is decisive for the content and conclusion of the contract regarding subscription contracts. However, the following procedure may also apply in the context of contract initiation for certain subscription contracts:

    (a) The Buyer first receives a separate written offer from PTM, in which a so-called "payment link" (link to payment center) is embedded.

    (b) The Buyer then accepts the offer by making payment via the Payment Center (by entering the Invoice or Quote No.).

    (c) In some cases, the Buyer may not receive a written offer at all, but instead request an invoice from PTM based on the product descriptions on the website https://www.mscrm-addons.com/ and payment is then made via the payment center and the selected product is then activated for the Buyer. In such cases, the contract between PTM and the Buyer is concluded when the product is activated.

1.2.6. When purchasing a software license, the Buyer shall first receive a separate written offer from PTM. The contract is concluded when the Buyer places an order on the basis of PTM's written offer. If the order deviates from PTM's written offer, the contract shall not be concluded unless PTM expressly accepts the Buyer's order (and thus the new offer) in writing. After conclusion of the contract, the Buyer shall also receive a license key so that it may download and subsequently install the software.

1.2.7. Any contracts, supplements, ancillary agreements and amendments to the contracts shall only be valid if they are mutually agreed in text form. Subsequent requests for changes shall require express confirmation in text form by PTM and shall also entitle PTM to adjust prices and extend the agreed deadlines, whereby PTM shall not be obliged to make such changes or improvements.

1.3. Subject matter of the contract as well as transfer and installation

1.3.1. The object of the contract is the provision or sale of the software in return for payment. The provision of the software (subscription contract) takes place either as part of software as a service, generally by means of telecommunications connections (here: Internet) or through the sale

of the software (software purchase contract). This includes the corresponding documentation. The restricted rights of use regulated below shall be observed.

1.3.2. The object of the contract in the case of subscription contracts is the provision of the software by PTM on the basis of a defined number of licenses for use by the Buyer. PTM shall make the software available to the Buyer on servers managed by it or, in exceptional cases, on servers managed by the Buyer. The servers provided are operated by a sub-service provider (Microsoft Azure). PTM expressly reserves the right to use another (sub)service provider in order to provide the servers (without the consent of the Buyer).

1.3.3. As documentation, PTM provides installation instructions and online help, which allows explanations of the functionalities to be called up and printed out during operation of the software.

1.3.4. In the case of software purchase agreements, the software is also made available to the Buyer via a download. In the case of purchase contracts, the use of software may also take place "on premise". PTM is not obliged to render services in connection with the installation of the software (on-premise use). Training in the use of the software shall not be provided by PTM. Unless expressly agreed otherwise between PTM and the Buyer, PTM is not obliged to transfer the software on a data carrier.

1.3.5. If, in exceptional cases, the software is also made available to the Buyer on the servers operated by the Buyer or the software is made available to the Buyer for installation by means of downloads within the framework of subscription contracts (i.e. there is no purchase of the software), the provisions of these GTC regarding subscription contracts shall nevertheless apply accordingly, unless otherwise agreed between the parties. Furthermore, the installation of the software is not owed by PTM in the cases described above.

1.4. Term including commitment period or minimum term, termination, updates and update obligation

1.4.1. The software is generally provided either as part of Software as a Service (SaaS) via the Internet (subscription contract) or as part of a purchase (software purchase contract).

1.4.2. In the case of subscription contracts, the agreed monthly or annual fee is deemed to be owed, whereby an open-ended contract is concluded. The minimum commitment period depends on the software selected by the Buyer (monthly or annual commitment).

1.4.3. The contract may be terminated by either party. The termination date is the last day of the month, subject to a one-month notice period. However, this does not apply to contracts with a

minimum term. Although such contracts may be terminated during the minimum term (taking into account and observing a 1-month notice period), they end at the earliest after the agreed minimum term has elapsed.

1.4.4. Each party to the contract reserves the right to terminate the contract immediately without notice due to a material breach of the contractual provisions or unreasonableness on the part of the contractual partner.

1.4.5. In the case of subscription contracts, the costs for updates and maintenance are already included in the respective prices and are calculated on the basis of the period of the valid contract. The scope of support (services included, support and response times, contacts, etc.) for subscription contracts is set out in the Support Terms and Conditions at https://www.mscrm-addons.com/Support/Terms-Conditions.

Adjustments, changes and additions to the services within the scope of subscription contracts as well as measures that serve to identify and rectify any malfunctions will only lead to a temporary interruption or impairment of the accessibility of the services if this is absolutely necessary for technical reasons.

Monitoring of the basic functions of the services within the scope of the subscription contracts is generally guaranteed from Monday to Friday during business hours. In the event of serious errors - i.e. the use of the services is no longer possible or is seriously restricted - maintenance shall be carried out within three hours of the user becoming aware of and being informed of the error. PTM shall inform the user of the maintenance work immediately and carry out this maintenance work in accordance with the technical conditions. If it is not possible to rectify the error within 12 hours, PTM shall inform the Buyer of this within 24 hours by email or website, stating the reasons and the period of time that is likely to be required to rectify the error.

The availability of the services offered and agreed in each case is 98.5% on an annual average, including maintenance work, but availability will not be impaired or interrupted for more than two consecutive calendar days.

1.4.6. In the case of software purchase contracts, updates and maintenance (support & maintenance) are included for up to one year from the conclusion of the contract, whereby the update obligation (according to Section 7 VGG (Austrian Verbrauchergewährleistungsgesetz)) is thus limited to one year by mutual agreement. In the case of an additionally purchased product (upgrade) to the already purchased software, the originally agreed maintenance date applies to updates and maintenance. The purchase of an upgrade to the software already purchased does not restart the maintenance contract. Further information can be found under the specified conditions

regarding Support & Maintenance https://www.mscrm-addons.com/Support/Terms-Conditions. If the Buyer wishes to make use of Support & Maintenance services from PTM beyond one year, the specified conditions regarding Support & Maintenance at https://www.mscrm-addons.com/Support/Terms-Conditions shall apply and must be taken into account. In any case, it is recommended to order Support & Maintenance services from PTM within the 30-day grace period.

1.5. Fee

1.5.1. The Buyer shall pay the fee provided for and agreed outside these GTC for the provision of the software or the purchase, whereby the respective offers of PTM shall be understood as net amounts plus the statutory value added tax.

If no fee is specified for software, a reasonable fee shall be deemed to have been agreed between the parties.

1.5.2. Unless otherwise agreed, in the case of a purchase of the software, payment shall be made prior to use. In the case of Subscription Contracts, monthly payment shall be deemed to have been agreed in advance. If an annual payment has been agreed, this must also be made in advance. All payments shall be made in euros (EUR) or US dollars (USD) unless explicitly agreed otherwise.

1.5.3. In the event of late payment, the amount recoverable from PTM shall be increased automatically and without prior notice by the statutory corporate default interest in accordance with Austrian law. The buyer or user is obliged to bear the corresponding reminder costs.

1.5.4. Compliance with the agreed payment deadlines is an essential condition for the delivery or fulfillment of the contract by PTM. Failure to comply with the agreed payments shall entitle PTM (1.) to prohibit the use of the software in the case of subscription contracts; or (2.) in the case of purchase, not to make the software available from the outset. PTM shall then be entitled to the payment even if the Buyer is unable to use the software.

1.6. Delivery and force majeure clause (force majeure)

1.6.1. PTM shall not be liable for the impossibility of providing the software due to force majeure (any event that is beyond the control of PTM and leads to the complete or partial non-fulfillment of its obligations) or other events that were unforeseeable at the time the contract was concluded and that could not be influenced by PTM (e.g. operational disruptions of any kind, difficulties in procuring materials or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials).e.g. operational disruptions of any kind, difficulties in procuring materials

or energy, transport delays, strikes, lawful lockouts, shortages of labor, energy or raw materials, official measures or missing, incorrect or untimely deliveries by the supplier's suppliers).

1.7.   Warranty

1.7.1.   Technical data, specifications and performance data in public statements, in particular in advertising material, are not quality specifications. The functionality of the respective software is based on the information and data presented on the homepage or the information and data provided in an offer from PTM.

1.7.2.   PTM shall provide and maintain the software in a condition suitable for use in accordance with the contract, whereby with regard to updates and the obligation to update, please refer to point 1.4. of these GTC. The obligation to maintain does not include the adaptation of the software to changed conditions of use and technical and functional developments, such as changes to the IT environment, in particular changes to the hardware or the operating system, adaptation to the functional scope of competing products or the creation of compatibility with new data formats.

1.7.3.   The Buyer shall support PTM in determining and rectifying the defect and shall immediately grant PTM access to the documents and data from which the detailed circumstances of the occurrence of the defect are derived.

1.7.4.   PTM rejects any warranty with regard to the suitability or usability of the respective software for a specific purpose if a specific purpose has not expressly become part of the contract between PTM and the Buyer. PTM gives no warranty and certainly no guarantee that the functions contained in the software meet the requirements of the Buyer (the Buyer's intended purpose, which has not become part of the contract) or that the operation of the software is uninterrupted and error-free or that errors in the software need to be corrected.

1.7.5.   The Buyer shall have no warranty claim against PTM for trial versions.

1.8.   Limitation of liability

The following applies outside of warranty law:

1.8.1.   PTM accepts no liability for damages of any kind whatsoever. However, this exclusion shall not apply in the event of intent on the part of PTM or its vicarious agents.

1.8.2.   Any liability, except in the case of intent (the burden of proof lies with the Buyer) and for mandatory liability in accordance with any statutory provisions, shall in any case be limited to the

amount of the respective order sum. In the case of subscription contracts, the order amount shall be the amount to be paid over a period of one month (monthly commitment) or one year (annual commitment).

1.8.3. In any case, there is no liability claim against PTM in connection with trial versions.

1.8.4. Claims for damages shall become statute-barred at the latest one year after delivery of the software (this is either the time of provision of the software as part of SaaS or the download of the software by the Buyer) if they have not been asserted in court. These must be asserted in court within three months of becoming known at the latest, otherwise they shall also become time-barred, whereby the aforementioned one-year period must always be observed, otherwise the limitation period must be observed.

Any settlement discussions shall not suspend the expiry of these deadlines unless this is expressly agreed separately in text form by PTM.

1.8.5. The exclusions and limitations of liability listed in this point also apply to the same extent in favor of legal entities, legal representatives, employees and vicarious agents of PTM.

1.9. Data protection

1.9.1. Data is processed in accordance with the applicable legal provisions. Further information can be found in the privacy policy at https://www.mscrm-addons.com/Data-Privacy and on the Trust & Compliance page at https://www.mscrm-addons.com/About-Us/Trust-And-Compliance.

1.10. Final provisions

1.10.1. The place of performance for all deliveries and services shall be the registered seat of PTM.

1.10.2. The Buyer may only offset claims against PTM if these claims have been legally established or recognized by PTM.

1.10.3. The exclusive place of jurisdiction for all disputes arising from the business relationship between PTM and the Buyer shall be the registered seat of PTM. However, PTM shall also be entitled to take legal action at any other permissible place of jurisdiction.

1.10.4. The legal relationship between PTM and the Buyer shall be governed by Austrian law, unless expressly agreed otherwise in text form. The provisions of the United Nations Convention on

Contracts for the International Sale of Goods (CISG) shall not apply. Nor shall the conflict of law rules of private international law apply.

1.10.5. Should any provision of these GTC be invalid, void or unenforceable in whole or in part under certain national or international legal provisions or should there be a legal loophole, this shall not affect the validity of the remaining provisions. In such a case, the invalid, void or unenforceable provision shall be replaced by a valid or enforceable provision that comes as close as possible to the purpose of the invalid or unenforceable provision.

2. Terms of use and license conditions

2.1. Scope of application

2.1.1. The following terms of use and license conditions apply in addition to the GTC for all software purchase contracts and subscription contracts concluded by PTM.

2.1.2. Violations by the Buyer of the terms of use and license conditions set out below shall entitle PTM to immediately withdraw the right of use and/or to terminate the contract without notice, subject to further legal claims (in particular for injunctive relief and damages).

2.1.3. In the event of termination of a contract - regardless of whether by expiry of time, ordinary or extraordinary termination - between PTM and the Buyer, the Buyer shall refrain from using the respective software and shall destroy all copies (or other types of reproductions or similar), documentation, etc. The Buyer shall provide PTM with written proof of the corresponding destruction of copies, documentation, etc.

2.2. Granting of rights/blocking of use

2.2.1. With the purchase of the software or the provision of the software as part of a subscription contract, the Buyer only acquires the license to use the software, but not the software itself. The respective software shall always remain the intellectual property of PTM.

2.2.2. After payment of the agreed fee, PTM shall grant the Buyer a non-exclusive, non-transferable, non-sublicensable and time-limited (applies to subscription contracts) / unlimited (applies to software purchase contracts) right to use and exploit the software for the conditions agreed in the contract and to the extent of the licenses acquired. Separate agreements apply to partner

companies that allow them to pass on or distribute the software as part of their partnership with PTM.

2.2.3. As PTM software is based on Microsoft technology, the Buyer undertakes to additionally observe the respective Microsoft terms of use and license conditions for the products used. This also applies in particular to the use of our SaaS applications that are operated on Microsoft Azure (see details at: https://www.microsoft.com/en-us/legal/terms-of-use).

2.2.4. The following applies to **software purchase agreements**:

(a) The Buyer is entitled to reproduce the software for use on a computer. The permitted acts of reproduction include the installation on a data carrier of the computer, the transfer of the software in whole or in part from this data carrier to the main memory and subsequently to the CPU and graphics card of the computer.

(b) The Buyer may not rent, lease, lend or give away the software or grant sublicenses. However, the Buyer shall be free - if technically possible at all - to transfer the rights arising from the contractual relationship to a third party on a permanent basis, provided that the Buyer transfers all copies of the software and all accompanying written material and the third party demonstrably agrees to the provisions of the contract concluded between PTM and the original Buyer. Separate agreements apply to partner companies which allow them to pass on or distribute the software as part of their partnership with PTM.

(c) The Buyer is not entitled to remove or circumvent the existing protection mechanisms of the software against unauthorized use, unless this is necessary to achieve trouble-free use of the program.

(d) The Buyer is not entitled to reverse engineer, decompile or disassemble the Software unless and only to the extent that applicable law, notwithstanding this limitation, expressly permits this.

(e) The Buyer is not authorized to use the software for commercial or non-commercial software hosting services or "SaaS" scenarios.

2.2.5. The following applies to **subscription contracts**:

(a) With regard to the software selected by the Buyer, PTM shall grant the Buyer a non-exclusive, non-transferable right of use, limited to the respective agreed term, to use the

software specified in the respective concluded contract in accordance with the respective agreements (in particular on the basis of the product descriptions) relating to the software within the scope of the SaaS services as intended.

(b)   The Buyer may only use the software to the extent that this is covered by the intended use of the software according to the current product description.

(c)   It is noted that PTM is not obliged to establish and maintain a data connection between the Buyer's IT system and the transfer point operated by PTM.

(d)   Upon conclusion of the contract, the software is made available to the Buyer so that he may use the software within the agreed scope, the agreed licenses and for his purposes. The Buyer may only reproduce the software insofar as this is covered by the intended use of the software in accordance with the current performance and/or product description. Necessary reproduction shall include loading the software into the working memory on PTM's server, but not even temporary installation or storage of the software on data carriers (such as hard disks or similar) of the hardware used by the Buyer.

(e)   The Buyer may not rent, lease, lend, give away or sublicense the software. However, the Buyer shall be free - if technically possible - to transfer the rights arising from the contractual relationship to a third party on a permanent basis, provided that the Buyer transfers all copies of the software and all accompanying written material and the third party agrees to the provisions of the contract concluded between PTM and the original Buyer. Separate agreements apply to partner companies, which allow them to pass on or distribute the software as part of their partnership with PTM.

(f)   The Buyer is not entitled to remove or bypass the existing protection mechanisms of the software against unauthorized use, unless this is necessary to ensure the uninterrupted use of the program.

(g)   The Buyer shall not be entitled to reverse engineer, decompile or disassemble the Software unless and only to the extent expressly permitted by applicable law, notwithstanding this limitation.

(i)   The Buyer is not authorized to use the software for commercial or non-commercial software hosting services or any other "SaaS" scenarios.

2.2.6. The Buyer shall indemnify and hold PTM harmless for any damage caused by interference with PTM's software due to the Buyer's lack of security precautions or its unauthorized modification of the respective software.

2.3. Trial versions

2.3.1. Subject to point 2, the Buyer shall have the right to download a fully functional trial version of any software offered by PTM free of charge after registering on the PTM homepage.

2.3.2. The trial versions have no functional restrictions compared to the full versions offered, but are only limited in the quantity structure, or write the constant "Trial version" as text in some fields. In addition, the trial versions only have a time-limited function or data volume limitation (AE).

2.3.3. The Buyer has no legal claim to the use of a trial version. PTM may suspend or prohibit access to such a trial version at any time.

2.3.4. The "pay-before-download principle" applies to downloads, i.e. the purchaser only receives a so-called "license key" after successful payment. Only this "license key" turns the installed trial version into a full version for the purchaser.

2.4. Miscellaneous

2.4.1. The Buyer undertakes to use the software only to the extent permitted by contract and/or law and to strictly comply with all terms of use and license conditions. Unless expressly agreed in writing in the contract, PTM shall not grant the contractual partner any license or other types of rights of any kind under patents, know-how, copyrights, trade secrets, trademarks or other intellectual property owned or controlled by PTM or its product partners. This also applies to PTM's rights to its websites and their content such as texts, graphics, logos, brands, titles, programs, price compilations, databases and other services.