

General Terms and Conditions

CANCOM Cloud Marketplace

These general terms and conditions (**T&Cs**) regulate the contract relationship between CANCOM Austria AG, Wienerbergsraße 53, 1120 Wien, ("**CANCOM**") and the customer, with respect to the use of the CANCOM Cloud Marketplace ("**Marketplace**") and for all contracts concerning cloud offerings closed on the marketplace between CANCOM and the customer. **The offer is strictly intended for companies in the sense of § 1 UGB (Company Code)**

1 Subject matter of the contract

1.1 CANCOM provides the customers access to the Marketplace, offered by CANCOM, free of charge, via which customers can procure cloud products from various providers centrally from CANCOM.

1.2 Prerequisite for the closure of contracts concerning the provision of cloud products is the customer's registration. When the customer registers a customer account is set up.

1.3 If the customer closes a contract with CANCOM via the Marketplace for the provision of a cloud product, a fixed term contract between the customer and CANCOM, for the respectively agreed period against payment, for the procurement of the usage possibility for the respective cloud product comes about. CANCOM provides the customer, within the scope of the above mentioned contract – unless expressly agreed differently – access to services provided by third parties ("**Cloud service provider**") within the scope and with the aid of the respective cloud product.

2 Provision of cloud products

2.1 A contract for the provision of a cloud product comes about if the customer fully completes the order process offered on the Marketplace, including entering all the required data, and thus transmits a binding offer for the closure of the corresponding contract to CANCOM and CANCOM either accepts this order via an explicit confirmation, or by supplying the services ordered by the customer grants its implicit consent. The confirmation of receipt by CANCOM does not represent an acceptance of the offer. It is expressly stated that the use of the marketplace does not constitute a right to conclude a contract. CANCOM is entitled to refuse to conclude a contract without giving reasons.

2.2 The contractual service that CANCOM must provide to the customer is the provision of the possibility of use of the respective cloud product to the extent agreed upon at contract closure. The cloud product's scope of service and the applicable conditions also arise, in particular, from the license and terms of use provided by CANCOM for the respective cloud product.

2.3 After contract closure for the use of the respective cloud product, CANCOM will communicate the required access data to the customer, at the email address specified by the customer during the order process.

2.4 CANCOM can have all the services, owed to the customer for cloud services, provided by cloud service providers. CANCOM will inform the customer of the identity of the cloud service provider before contract closure. The customer will be made aware that it may be necessary to agree to further, contractual agreements directly with the cloud service provider acting on behalf of CANCOM, especially for data protection reasons (contract data processing).

3 Granting of rights

3.1 With contract closure, the customer has the right, vis à vis CANCOM, to be provided with the usage possibilities and rights of usage to the extent defined in the license conditions and terms of use, and at the conditions defined therein.

3.2 The granting of rights for the cloud product purchased by the customer is done according to the license conditions and terms of use, provided to the customer by CANCOM, before contract closure, for the respective cloud product; the customer must accept these at the closure of the contract for the provision of usage possibilities for the cloud product. If the respective license conditions and terms of use are not expressly otherwise specified, the granting of rights is done exclusively by the respective cloud service provider.

3.3 The granting of the required rights of use for the cloud product is done according to the cloud service provider's respective license conditions and terms of use. These license conditions and terms of use can require additional, legally binding declarations by the customer vis à vis the respective cloud service provider. Furthermore these license conditions and terms of use can include additional provisions on supplemental services by the cloud service provider, such as, among others, the availability of the cloud product, troubleshooting by the cloud service provider etc. The cloud service provider is solely responsible for the contents of these license conditions and terms of use. The customer is obliged to familiarise himself with the cloud service provider's license conditions and terms of use for the respective cloud product.

4 Customer's obligations

4.1 The customer must save all the access data to the Marketplace and the cloud products, provided by CANCOM in a secure manner and protect it against access by unauthorised third parties.

4.2 The customer is obliged to make a regular and risk pertinent backup of all data that the customer provides to CANCOM, respectively the cloud service provider during the use of the cloud products.

4.3 When using cloud products the customer must observe all applicable legal regulations. The use of cloud products for the transmission, saving, dissemination or for

any purposes that are unlawful, immoral, sexually offensive or serve incitement or insulting contents is forbidden.

4.4 The customer must refrain from any use of cloud products that could jeopardise the data security and integrity of the cloud products. In particular, cloud products may not be used for spamming, impermissible manipulation of data or cyber attacks of any kind.

4.5 In the event of a violation of item 4.3 or 4.4, CANCOM is authorised to temporarily block the customer's access to the cloud products concerned. Further demands by CANCOM remain unaffected.

4.6 If a third party maintains the impairment of a right within the scope of the use of the cloud product data or contents provided by the customer, CANCOM is authorised to block the contents completely or temporarily. In the event of this, CANCOM will request the customer, within a reasonable period, to cease the infringement or to demonstrate the legality of the contents. If the customer does not react to this request or if the customer cannot adequately demonstrate the legality, CANCOM is authorised to terminate the contract for important reasons without notice, regardless of other rights and claims.

4.7 At first demand the customer exempts CANCOM from any claims from third parties made against CANCOM for any breaches of duty committed by the customer when using cloud products. The exemption includes all reasonable and usual in the industry defence costs, legal expenses, fines and expenses required. CANCOM will immediately inform the customer, verbally or in writing, of any claims made by third parties, and carry out the defence after consultation with the customer. CANCOM will neither recognise nor render any claims by third parties indisputable without the customer's consent.

5 Fees

5.1 The customer is obliged to pay CANCOM the remuneration specified in the description and selection of the respective cloud product and agreed upon conclusion of the contract.

5.2 The customer is obliged to pay CANCOM the charges quoted within the scope of the description and selection of the respective cloud products, and agreed upon at contract closure, over the complete term of contract. The customer shall not be entitled to withhold payments because it claims that the services provided by the cloud service provider do not correspond to the invoiced amounts. In this case, the customer must contact the cloud service provider directly.

5.3 The customer agrees to the electronic transmission of invoices by CANCOM. CANCOM will send invoices to the customer exclusively as PDF documents by e-mail, unless the customer claims that invoices are to be sent to him in another form for fiscal reasons.

5.4 If, in the event that advance payments of the charges due was agreed with the customer, and the attempt to collect the advance payment from the method of payment defined by the customer is not possible, CANCOM reserves the right to block the access to the Marketplace and to any cloud products purchased by the customer via the Marketplace until payment of all (advance) payments due. As soon as all (advance) payments due have been effected by the customer, CANCOM will again make it possible for the customer to access the Marketplace and any cloud products the customer may have purchased via the Marketplace.

5.5 All prices are net without and exclusive of the statutory value added tax. CANCOM is entitled to change the fees. The customer shall be notified of any changes to the fees in writing or by e-mail. If the customer does not object to the change in writing within 14 days of the date of dispatch of the notification of change, the changes shall enter into force. If the customer objects, CANCOM shall in any case be entitled to adjust the charges to the extent of the change in the annual average of the CPI of Statistics Austria for the previous year.

5.6 The fees agreed for foreign business transactions are net prices, i.e. this is the net price to be paid by the customer after the subtraction of any foreign taxes. The term "Foreign taxes" means, in particular, corporation taxes, trade tax, value added tax, commodities and service taxes, other source taxes, customs duties or any other surcharges and costs, as well as other fees and dues, that can be charged by a foreign country or a foreign council. For this reason the parties agree that all foreign taxes are taken over and paid by the customer. The customer commits to provide CANCOM with all necessary tax certificates, tax declarations and all further documentation that are required by CANCOM to fulfil their tax obligations abroad and in Germany.

6 Duration and Termination

6.1 The contract for the use of the Marketplace becomes effective with the customer's registration for an indefinite period.

6.2 The contract for the use of the Marketplace can be terminated by both parties with a cancellation period of three months to the end of a month.

6.3 The termination for an important reason remains unaffected for both parties.

6.4 The termination of the contract for the use of the Marketplace does not affect contracts closed on the Marketplace for the provision of cloud products. Especially the customer's continuous payment obligations, resulting from contracts for the provision of cloud contracts, vis à vis CANCOM remain unaffected by the termination of the contract for the use of the Marketplace, instead they remain effective until the contract for the provision of the cloud product is terminated.

6.5 Any infringement of the obligations in items 4.3 and 4.4 of these general terms and conditions by the customer counts as an important reason.

6.6 Terminations must be made in writing or by e-mail (to cdm-inside@cancom.com).

6.7 The term of contract for the provision of cloud contracts results from the respective product description on the Marketplace for the cloud product selected by the customer, respectively from the service level selected for the cloud product.

7 Warranty

7.1 CANCOM does not provide any warranty for defects in the free provision of the Marketplace.

7.2 CANCOM provides a warranty for its own cloud products provided by CANCOM against payment in accordance with this Section 7.2.

7.2.1 A quality defect only exists if the cloud product does not demonstrate the contractually agreed characteristics or is not suitable the contractually assumed application. The contractual state of the cloud product results, in particular, from the provisions of this contract, the definitions in the user documentation, the summary of services provided by CANCOM prior to contract closure as well as any supplementary applicable license conditions and terms of use for the respective cloud product. For deviations, that only have an insignificant effect on the assumed application in the contract, warranty claims are excluded (minor deviations). Such deviations that have an effect on the data saved in such a way that an economically sensible use of significant parts of the cloud product is not possible or significantly restricted are not deemed minor deviations. A simple slowing down of the programme performance is, if in doubt, to be seen a minor deviation. Malfunctions resulting incorrect use of the contract software by the customer, especially those caused by not observing prerequisites for use or instructions, according to the documentation provided, do not count as quality defects.

7.2.2 If the services to be provided by CANCOM according to this contract are deficient, CANCOM will, within a reasonable time period, that allows two rectification attempts, after receiving a written defect complaint from the customer, improve the services at its own discretion, deliver again or work around, so that the use of the contract software by the customer is possible, as agreed in the contract. This is ensured in any case if CANCOM enables the customer to use the cloud product within a reasonable period of time by implementing a workaround.

7.2.3 If the defect free delivery fails for reasons for which the CANCOM is responsible, also within a reasonable time defined by the customer according to item 7.2.2, the customer can assert his other statutory warranty rights. The right of reduction is, in the amount, limited to the charges for the defect service component.

7.2.4 Customer's claims for expenses and damages are excluded in accordance with § 1097 ABGB (Austrian Civil Code).

7.2.5 The customer will inform CANCOM of any defects occurring by post immediately. The time limits to be agreed upon for the rectification must be usual for software contract relationships and the special characteristics of the software. If the customer sets CANCOM a deadline for the rectification of the defects, then the customer must, in a timely manner, explain how to proceed with the contract if the deadline expires without success. If the customer does not submit such a declaration, or not in a timely manner, CANCOM can assume that the contract continues to exist unchanged.

7.3 In all cases in which CANCOM enables the customer to use a service of a cloud service provider, CANCOM only guarantees to provide the customer with the agreed access data. In these cases, CANCOM only provides the service of a third party, CANCOM does not assume any warranty for the functionalities of the product of this cloud service provider. When using third-party software that CANCOM has licensed for use by the customer, CANCOM's support consists of the procurement and installation of generally available upgrades, updates or patches, insofar as this is reasonable from CANCOM's technical and/or economic point of view, and in particular compatible with CANCOM's server environment or that of the hosting partner.

7.4 During the rectification of defects the customer will support CANCOM free of charge and, in particular, provide him with all the necessary documentation, data etc., that the CANCOM requires for the analysis and rectification of the defects.

8 Liability

8.1 CANCOM accepts no liability for the free provision of the marketplace.

8.2 Apart from that CANCOM accepts unlimited liability for premeditation, gross negligence resulting from injury to bodies, life or health.

8.3 In cases of minor negligence CANCOM is liable for breaches of a significant contractual obligation. A significant contractual obligation in the sense of this item is, an obligation the fulfilment of which first makes the performance of the contract possible, and that, for this reason, the contract partner can regularly rely on the fulfilment.

8.4 CANCOM is not liable, in the case of item 8.3, for lack of economic success, lost profit and indirect damages.

8.5 The liability according to the item 8.3 mentioned above is limited to the typical foreseeable damages at the time of contract closure, in all cases to the charges agreed for the provision of the cloud product over the respective term of contract.

8.6 The liability for damages as a result of loss of data is, in the case of 8.3, limited to the amount for the retrieval of the data that would have been incurred if the customer had secured the data a risk conform way.

8.7 The limitation of liability applies accordingly in favour of the employees, appointees and vicarious agents of CANCOM.

8.8 Possible liability of CANCOM for guarantees given and for claims as a result of the product liability law remain unaffected.

8.9 Further liability of CANCOM is excluded.

9 Changes to the General Terms and Conditions

9.1 These Ts & Cs may be amended by agreement between the customer and CANCOM as described below: CANCOM shall communicate the amended terms and conditions by e-mail prior to the planned entry into force and shall draw separate attention to the new provisions and the date of the planned entry into force. If the customer does not agree with the changes made, he has the right to terminate the contract on the use of the marketplace within 2 (two) weeks with immediate effect. If the customer does not exercise this right, the amended conditions shall be deemed to have been accepted by the customer.

10 Final provisions

10.1 These general terms and conditions and the license conditions and terms of use for the respective cloud product finally regulate the contract relationship between CANCOM and the customer. Customer's deviating general terms and conditions will only become part of the contract if CANCOM has expressly agreed in writing before closure of the contract.

10.2 10.2 Section 9 (1) and (2) ECG (E-Commerce-Code), Section 10 (1) and (2) ECG and Section 12 ECG are excluded by mutual agreement between the contracting parties

10.3 Changes and subsidiary agreements to this contract must be in writing. This shall also apply to this clause requiring the written form itself.

10.4 For the customer the offset with respect to demands from CANCOM is limited to counter-claims, that are not contested or have been legally recognised or are in a synallagmatic relationship to the respective claim affected.

10.5 The contract language is German. Translations into other languages only serve the understanding and are not legally binding.

10.6 The law of the Republic of Austria shall apply, excluding the conflict of laws rules and excluding the UN Convention on Contracts for the International Sale of Goods..

10.7 Exclusive place of jurisdiction for all disputes arising from or in connection with this contract shall be Vienna.

Version: April 2024