

General Terms and Conditions of the COPA-DATA Group

1. SCOPE

1.1. These General Terms and Conditions (hereinafter referred to as “GTC”) apply to all business relationships between the companies of the COPA-DATA Group as the respective contractor (hereinafter referred to as the “Contractor”) and the customer as client (hereinafter referred to as the “Client”). For the purpose of these GTC, the COPA-DATA Group is understood to comprise all affiliated companies of Ing. Punzenberger COPA-DATA GmbH, with headquarters at Karolingerstraße 7B, 5020 Salzburg, Austria, as well as all affiliated companies of COPA-DATA GmbH, with headquarters at Karolingerstraße 7B, 5020 Salzburg, Austria. The version effective at the time of the contract conclusion is decisive. The primary governing version is English; the content of translations offered by the Contractor is binding.

1.2. These GTC apply to all deliveries and services, hardware deliveries, and software deliveries

1.3. “Software” within the meaning of these GTC is understood to comprise all programs, applications, and operating systems, including associated data, source code and documentation, irrespective of whether they are stored on physical data carriers, installed locally, or provided as a cloud service.

1.4. Any GTCs deviating from, contradicting, or supplementing these provisions will not become part of the contract, even if known, unless the Contractor explicitly agrees to their validity in writing.

2. CONCLUSION OF CONTRACT

2.1. Offers from the Contractor are subject to change and non-binding.

2.2. The contract becomes effective only upon written order confirmation or upon the Contractor beginning order execution.

3. DELIVERY AND ASSUMPTION OF RISK

3.1. Unless performance at a specific location has been expressly agreed upon as an exception, the place of performance and delivery for all deliveries and services is the Contractor’s place of business.

3.2. As a rule, the Software is delivered via a download link, and the Client is responsible for accessing this link and protecting it against unauthorized third-party access.

3.3. Where digital content is supplied on a physical medium, the Client bears the risk of accidental loss or damage from the moment of dispatch or handover to the assigned carrier.

3.4. Partial deliveries are permissible unless expressly excluded in advance.

3.5. As a rule, Standard Software is delivered within five business days following receipt of the order. All other goods and services are delivered within the agreed timeframe, provided a binding delivery date was agreed upon and confirmed.

3.6. Compliance with agreed delivery schedules is subject to the absence of impediments beyond the Contractor's reasonable control. Such circumstances include in particular: events of force majeure, war, official measures, traffic or operational disruptions, energy or raw material shortages, labor disputes, or late/incorrect delivery by the Contractor’s suppliers. In such cases, the delivery periods will be extended for the duration of the hindrance plus a reasonable lead time. Where such circumstances occur, the Contractor will be entitled to extend the delivery period by the duration of the hindrance including a reasonable restart time. If these circumstances persist for more than 30 days, the Contractor is entitled to withdraw from the contract, wholly or in part.

3.7. Unless delivery is carried out electronically, the Client is obliged to accept delivery. Costs incurred due to delayed acceptance by the Client, as well as the risk of accidental loss of the goods, will be borne by the Client.

3.8. In cases of delayed or impossible delivery, the Contractor is liable only if the delay was caused culpably, excluding cases of minor negligence or third-party disruptions.

4. PAYMENT

4.1. The purchase price must be transferred to the Contractor's account within 20 days from invoicing and delivery. Payment is deemed complete once the Contractor has unrestricted access to the full invoiced amount.

4.2. Any deductions, discounts, or bonuses apply only if the Client completes payment in full and on time. Where legally permissible, deductions, discounts, and bonuses are retroactively forfeited if the Client becomes insolvent or otherwise unable to pay.

4.3. The Contractor is entitled to issue partial invoices.

4.4. In the event of payment default, the Contractor is entitled to charge default interest amounting to 9% p.a. above the applicable base rate. Furthermore, the Client is obligated to reimburse the Contractor for all reasonable and necessary debt recovery costs and direct damages incurred.

4.5. If the Client is in arrears with any outstanding payment, the Contractor is entitled to demand immediate payment of all pending claims against the Client, including claims from other contractual relationships or orders. Moreover, following a 10-day grace period, the Contractor is entitled to withdraw from pending orders—even if partially fulfilled—without the Client being able to derive any claims

therefrom.

4.6. If installment payments have been agreed upon and a single installment is missed or paid incompletely, all remaining deferred claims become due with immediate effect.

4.7. The Client is not entitled to offset its own claims—regardless of their legal basis—against claims of the Contractor, nor is the Client entitled to withhold payments on grounds of incomplete delivery, guarantee or warranty claims, or defects.

5. RETENTION OF TITLE

5.1. Title and proprietary rights to all deliveries and services remain with the Contractor until full settlement of all claims arising from the existing business relationship.

6. COPYRIGHT AND RIGHTS OF USE

6.1. Delivery and payment for Software do not transfer ownership of the software or its source code, but grant only a right of use for the Software in the form of a license.

6.2. Exploitation rights remain strictly reserved to the Contractor or the respective copyright holder. Any deviating terms, such as custom development orders, require written agreement.

Use of the Software is at all times to the provisions of the “End User License Agreement for COPA-DATA Software” at <https://www.copadata.com/tc>, which must be accepted during installation of the Software.

6.3. The Client is entitled, in the ordinary course of business and in the ordinary course of its business operations, to perform a one-time transfer of the acquired license to an end customer, provided the Client notifies the Contractor of the end customer's identity at the time of order placement or prior to license transfer.

6.4. The Client is not permitted to decompile, disassemble or reverse-engineer the Software or otherwise determine its source code, program structure, algorithms, or other technical functions or to have them determined, insofar as this is prohibited under applicable law. Mandatory statutory rights, in particular to the establishment of interoperability or the correction of errors, remain unaffected.

6.5. Copyright notices, trademarks, intellectual property markings or other identifying marks must not be removed, altered, or defaced.

7. WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY

7.1. The warranty period for all contractual deliveries and services is twelve months from handover of the goods or completion of the service.

7.2. The Contractor must be notified in writing of any defects that occur or are discovered, at the latest within seven days of discovery. If notice is not provided within this timeframe, the Client may deem the claims time-barred.

7.3. The Client is not entitled to demand remediation if

the defect was caused by the Client, the Client's employees or third parties authorized by the Client, specifically through unauthorized or unintended modifications to the goods.

7.4. To facilitate defect analysis and correction, the Client is obligated to make the defective goods and all relevant diagnostic information available to the Contractor at the Client's own expense.

7.5. If a defect notice proves unjustified, the Client must reimburse the Contractor for the processing costs incurred.

7.6. Remedy selection remains at the Contractor's sole discretion, with the Contractor primarily entitled to rectify or replace the goods. If neither rectification nor replacement rectifies the defect, the Client and the Contractor in consultation will agree either on a price reduction reflecting the loss in value of the goods for the Client or, in cases of severe defects, the contract will be canceled.

7.7. Any right to remedy by substitute performance by third parties is excluded.

7.8. Defects in partial deliveries do not entitle the Client to cancel the entire agreement or other orders, but must be remedied in the manner prescribed.

7.9. The detection and/or correction of a defect neither extends the warranty nor any guarantees granted.

Warranty claims are contingent upon the Client having fulfilled all contractual obligations, in particular payment of the purchase price.

7.10. Applicable to all claims arising from the contractual relationship and to the extent permitted by law, the Contractor is exclusively liable for direct damages caused culpably.

Damages, insofar as they lie outside the scope of liability covered by the applicable mandatory Product Liability Act, will be limited to 100% of the order value.

Liability is excluded for negligence, compensation for consequential damage, financial loss, unrealized savings, loss of interest, damages resulting from third party claims, or data loss.

7.11. The Contractor warrants that use of the Software and acquired licenses does not infringe third-party intellectual property rights. The Contractor will indemnify the Client against any claims, claims for damages, costs and expenses arising from such claims of third parties and will assert against such claims that the Software or the use of the Software does not infringe the intellectual property rights of the third party, provided the Client notifies the Contractor immediately in writing, provides reasonable defense support, and grants the Contractor sole authority over the claim defense.

7.12. Should an infringement of the intellectual property rights of a third party be ascertained during proceedings and/or in negotiations or acknowledged by the Contractor, the Contractor will, at its own discretion, either:

- acquire the necessary usage rights from the third party;
- replace the affected Software components with non-infringing equivalents; or

- modify the Software to eliminate the infringement of third party property rights, without significantly restricting the use of the Software.

If none of the above alternatives is available to the Contractor and the infringement occurs within twelve months after initial activation of the Software, the Client, in addition to its rights and remedies, will be entitled to a pro rata refund of the purchase price paid to the Contractor for the Software affected by the infringement, subject to the liability limitations under Section 6.

7.13. The Contractor provides no warranty with respect to the merchantability or specific characteristics of the Software or its suitability for the Client's specific applications.

7.14. The Contractor accepts no liability for lasting or consequential damage in connection with the application of the Software, insofar as such damage was not directly caused by the Contractor,

7.15. The Client is responsible for backing up its data. It must be noted that under current technology standards, software errors cannot be completely ruled out and may lead to data loss.

8. COMPLIANCE OF THE SOFTWARE

8.1. The Contractor develops and maintains the Software taking into account the cybersecurity requirements in accordance with the current state of the art, within the product life cycle <https://www.copadata.com/en/support-services/product-life-cycle-and-support/>.

Where applicable upon delivery, the software will comply with the statutory requirements of the Cyber Resilience Act (CRA) and other mandatory product safety regulations. On request, the Contractor will advise the Client on the selection of products as support in the fulfillment of the Client's legal cybersecurity and compliance obligations, in particular in connection with the NIS2 Directive, as they relate to the Software supplied.

8.2. The Contractor will rectify any vulnerabilities identified in the Software as soon as possible by providing patches, updates or other remedies. Deploying and installing these patches or updates remains the Client's responsibility.

8.3. The Client acknowledges that due to the nature of the Software, some weak points, certain vulnerabilities cannot be remedied directly by the Contractor, and that in such cases, the Contractor is dependent on other software manufacturers or service providers. Insofar as the Contractor is not responsible for the delay in remedying the vulnerability, the Client cannot derive any claims against the Contractor in this context.

9. OPEN-SOURCE COMPONENTS

9.1. The Software may contain open-source software or third-party software components. The Contractor ensures that such components are utilized and licensed exclusively

in accordance with their respective licensing terms. Documentation for open-source software and third-party software is available in its latest version at <https://onlinehelp.copadata.com>.

10. WITHDRAWAL FROM THE CONTRACT

10.1. If the Client's financial standing deteriorates to the extent that payment is jeopardized, the Contractor is entitled to suspend deliveries and services until payment is received or secured. The Contractor may withdraw from the contract if payment is not effected or secured within a reasonable grace period. Such withdrawal may also apply to remaining unfulfilled portions of the order, without giving rise to any claims by the Client.

10.2. If the Client withdraws from the contract for reasons attributable to the Client or without giving reasons, the Contractor is entitled to insist on fulfillment of the contract or to charge the Client a cancellation fee that is not subject to judiciary right of mitigation, amounting to 15% of the net purchase price of the goods or services in question. The Client must indemnify the Contractor for any additional losses and damages exceeding this amount.

11. EXPORT RESTRICTIONS

11.1. Contract fulfillment by the Contractor is conditional upon compliance with all applicable export control, foreign trade, and sanction regulations. Where contract fulfillment becomes impermissible or legally unreasonable, the Contractor is entitled to suspend deliveries or services or to withdraw wholly or in part from the contract. In this case and provided that the circumstances are beyond the Contractor's control, the Client is not entitled to file claims for damages.

11.2. The Client is strictly prohibited from exporting the services acquired from the Contractor to countries or passing them on to individuals named on the sanctions lists of the European Union or the United States of America (in particular the OFAC Specially Designated Nationals and Blocked Persons List (SDN List) or to countries or individuals subject to other applicable export restrictions or sanctions.

12. DATA PROTECTION

12.1. The Contractor agrees to process, protect and hold in confidence all personal data in accordance with the General Data Protection Regulation (GDPR). At all times, the Contractor will implement appropriate technical and organizational measures to ensure data security and regulatory compliance. The Contractor hereby declares and the Client accepts that in the course of order fulfillment, the Contractor will store transmitted personal data in centrally secured archives or digital tools and process it within the COPA-DATA Group. Access to sensitive data is restricted and monitored appropriately and to the necessary extent, for which purpose comprehensive written undertakings have been concluded within the COPA-DATA Group. Where personal data is also processed outside the EU, the

Contractor, together with the relevant subsidiaries, has also taken corresponding legal precautions to ensure compliance with the EU standards.

12.2. The Client and the Client's employees may exercise their GDPR rights by contacting privacy@copadata.com. Moreover, the Contractor will only save or process data based on a legal or contractual interest or after obtaining the consent of the person affected.

12.3. Subject to written revocation by the Client at any time, the Contractor is entitled to reference its existing business relationship with the Client for marketing purposes, and in particular on its website, using the Client's name and company logo.

13. FINAL PROVISIONS

13.1. Jurisdiction for all disputes arising directly or indirectly from the contracts or these GTC lies with the local and competent court at the place of business of the respective contracting COPA-DATA company. Notwithstanding this jurisdiction agreement, the Contractor remains entitled at its own discretion to initiate proceedings against the Client in any place and before any court that can be deemed responsible under the statutory provisions—in particular, the court responsible for the Client's registered office or local court.

13.2. The contractual relationship is governed by the laws applicable at the registered office of the respective contracting COPA-DATA company, to the exclusion of international rules regarding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

13.3. Should individual provisions of the contract or these GTC become invalid or unenforceable in whole or in part, the validity of the remaining provisions remains unaffected. The invalid or unenforceable provision will be replaced by a valid provision which comes as close as possible to the intended commercial purpose.