

Terms and Conditions EDV-SOLUTIONS IT-Infrastructure 11-2020

§ 1 Terms and Conditions - EDV-SOLUTIONS

1. Validity of the General Terms and Conditions

The General Terms and Conditions (hereinafter "GTC") apply to all contracts on the basis of which DS-DATASYS Business-Solutions provides deliveries and services to its contractual partners (hereinafter referred to as "Customers").

These GTC also apply to future transactions between the contractual partners, even if no separate reference is made at the time of a future conclusion of the contract. The customer's terms and conditions are only valid if EDV-SOLUTIONS has expressly submitted these in writing.

2. Change of Terms

EDV-SOLUTIONS is entitled to change the terms and conditions at any time - with effect also for existing contractual relationships. EDV-SOLUTIONS will inform the customer at least 30 days prior to the planned entry into force of the respective change. The customer has the right to object in writing to such a change within two weeks after receipt of the notification of the planned change of the GTC, otherwise the customer agrees to the change of the contractual basis. Unauthorized persons of EDV-SOLUTIONS have no power of attorney to make commitments or accept payments, or otherwise make any legally binding declarations for EDV-SOLUTIONS. The customer is obliged to avoid any appearance of such authorization.

3. Entrepreneurial Characteristics / Waiver of Consumer Protection Law on Verbrachs

The customer confirms that he is an entrepreneur within the meaning of the Consumer Protection Act and therefore does not apply the provisions of the KSchG on Consumers. In the event that a customer uses the services and services of EDV-SOLUTIONS as a consumer, he expressly declares the waiver of the applicable provisions of the Consumer Protection Act with regard to withdrawal from the contract and cancellation.

§ 2 General contractual basis

1. Conclusion of the contract

A contractual relationship between the contracting parties is concluded when EDV-SOLUTIONS has sent a written order confirmation or a delivery to the customer's last known address after receipt of an order or with the actual provision of services (eg opening of the internet access, establishment a web space, announcement of login data) has begun. For more information on the ordering process, § 4 of the Terms and Conditions.

For the provision of the services, the terms and conditions contained in the customer contracts and orders apply

Performance specifications, other equipment (such as price specification, customer information, specifications, special terms and conditions) and these terms and conditions.

2. Contradictory components of the contract

In the event of contradictions, the components of the contract concluded between the customer and us shall apply in the following order:

- a. individual agreements
- b. Order, as well as contract including special terms and conditions
- c. Annexes, in particular specifications
- d. Terms and Conditions of EDV-SOLUTIONS.

Verbal side agreements are ineffective.

§ 3 Subject matter of the contract - scope of services

1. Contract

Subject matter of the contract is the provision of the respective services and / or the delivery of the hardware and / or software. The contractual service description shall specify the general type of service (for example, domain name services, mail services) as well as the corresponding amount of individual services (hereinafter referred to as "services"). EDV-SOLUTIONS endeavors to take account of subsequent changes to the subject of performance requested by the customer. However, the customer expressly acknowledges that later considered change requests and / or additions may lead to a change and / or adjustment of the deadline and price agreements.

2. Amending

To the extent necessary due to compelling circumstances beyond the control of EDV-SOLUTIONS (including, but not limited to, technical development, change of regulatory framework, or unavailability of any parts of the Infrastructure or its components), EDV-SOLUTIONS has the right to change the contractual services or individual technical components of the service transitional or permanent, provided that the interests of the customer to the agreed services are not or only temporarily and insignificantly obstructed. The customer is obliged to participate in such changes.

Other changes to the service description require the consent of the customer, with the proviso that the customer has agreed to a new service description, if he does not terminate the contract at the next possible termination date within one month of notification to the customer, If the customer does not terminate, the new service description shall apply from the time of notification or from the date of actual provision of the modified services.

§ 4 Orders of the customer

Orders must be submitted in writing to EDV-SOLUTIONS. After receiving the order from EDV-SOLUTIONS, the customer is bound to an order placed by him for two weeks. A cancellation of the order is therefore only possible with the consent of EDV-SOLUTIONS.

EDV-SOLUTIONS, however, reserves the right to request cancellation of the order from the customer in addition to the expenses and costs for the efforts already made and / or services to claim a cancellation fee of 30% of the total price.

EDV-SOLUTIONS will promptly acknowledge receipt of orders either by fax or electronic means, without any signature made by EDV-SOLUTIONS electronically. An order whose receipt has not been confirmed is deemed not to have been received. An acceptance of the order of the customer by EDV-SOLUTIONS takes place by sending the countersigned by other written confirmation. However, the mere confirmation of receipt of an order does not constitute acceptance of the order. There is no claim that the order is accepted by EDV-SOLUTIONS.

EDV-SOLUTIONS will inform the customer immediately about the acceptance or rejection of an order in an appropriate way (in writing or electronically). In the event of discrepancies about the existence or the content of an order, the documents and documents of EDV-SOLUTIONS shall prevail. EDV-SOLUTIONS is further entitled to make the acceptance of an order of a security deposit in a deposit to be determined by EDV-SOLUTIONS, bank guarantee) or of an advance payment, both commensurate with the customer's expected payment obligation.

§ 5 commencement

1. Delivery period

EDV-SOLUTIONS makes every effort to comply with the deadlines set forth between EDV-SOLUTIONS and the customer (promised delivery dates). All other dates that have not been confirmed in writing by EDV-SOLUTIONS, as well as estimated dates or estimates of delivery times are non-binding approximate dates.

Delivered delivery dates (as well as specified delivery dates or service times) are always extended by the period in which EDV-SOLUTIONS was prevented from delivering on time due to circumstances for which the contractor was not responsible (eg labor disputes, force majeure, official damage) Interventions or official orders, transport locks, as well as any other circumstances beyond the control of EDV-SOLUTIONS).

The same applies to the period in which the contractor waits for cooperation and information from the customer which is required for the delivery or service. EDV-SOLUTIONS undertakes to inform the customer about foreseeable delays - except in case of imminent danger - in an appropriate manner.

2. Delay

If EDV-SOLUTIONS is in default of delivery or performance, it shall be the customer's responsibility to provide EDV-SOLUTIONS with a reasonable grace period for the performance of the service. After its fruitless expiration, the customer is entitled to resign from the respectively affected customer contract according to his choice, or to demand a reduction of the remuneration accordingly.

In the case of continuing obligations, the right of termination for good cause and the right to a reasonable reduction of the remuneration for the duration of the impairment shall replace the right of resignation. The assertion of any claims for damages explicitly refers to the exclusions of liability according to § 9.

In the event of default by EDV-SOLUTIONS, the customer is only entitled to withdraw from the contract if:

- a. the default is the sole fault of EDV-SOLUTIONS or its agents and subcontractors and is the responsibility of EDV-SOLUTIONS (or its agents and subcontractors).
- b. the delay is not attributable to circumstances for which the customer is responsible (in particular by breach of its obligations under § 7.3 and § 10).
- c. The customer has duly requested EDV-SOLUTIONS to perform the service again in accordance with the provisions of § 5.2.
- d. EDV-SOLUTIONS has not fulfilled its obligation to perform substantially within thirty working days of the customer's request.

In this context, it is expressly stated that a delay of EDV-SOLUTIONS in the case of mere sub-
dates does not entitle the customer to withdraw from the contract.

If these are indivisible services within the meaning of § 918 ABGB, a resignation is nevertheless permissible. The limitation of the right of withdrawal according to § 12 is pointed out.

§ 6 Service quality warranty

1. Attributed properties

Quality features of the corresponding service or product are only stipulated in the respective customer contract and attachments. Details and / or descriptions of deliveries and services by EDV-SOLUTIONS in catalogs, brochures, product descriptions, etc. do not constitute a warranty of legal value.

2. Warranty Policy

If services are owed by EDV-SOLUTIONS, the Contractor is not obliged to produce any specific performance. Accordingly, any liability for success of EDV-SOLUTIONS or any guarantee for the production of a particular success is excluded. EDV-SOLUTIONS does not guarantee any defects resulting from the behavior of third parties, in particular the customer's third party companies or customers.

EDV-SOLUTIONS also points out that it operates the Internet services offered from the point of view of the highest possible care, reliability and availability, but does not guarantee that their services are accessible without interruption, that the desired connections can always be made or that the stored data is preserved under all circumstances.

The customer acknowledges that internet services are generally available to the customer from 0:00 to 24:00, as far as the capacity utilization, traffic situation or the operational state of the national services used for access to the services or the processing of the services and international telecommunications networks and facilities.

The customer further acknowledges that EDV-SOLUTIONS is not obliged or not entitled to determine for the customer Store content data for an indefinite amount of time or keep it available for retrieval.

If the customer does not receive such data within one month, EDV-SOLUTIONS can not guarantee the further availability. Warranty defects are remedied at the discretion of EDV-SOLUTIONS either through repair or replacement.

In this connection reference is made to § 6.3 and 4 of these Terms and Conditions; § 5.2 applies mutatis mutandis. Conversion and price reduction are mutually excluded.

3. Beginning of the warranty period

The warranty period is six months, and requires an immediate reprimand - subject to Section 377 (2) HGB.

4. Test and reprimand, other exclusion of warranty

The customer must immediately notify EDV-SOLUTIONS in writing and in detail, otherwise the performance is deemed to have been duly accepted and warranty claims are excluded.

Warranty claims of the customer are excluded in any case, if the defects

a. This shall not apply if and insofar as the self-assembly by the customer or third parties was agreed upon by EDV-SOLUTIONS and was carried out expertly, or EDV-SOLUTIONS has not complied within a reasonable period of time despite notification of the lack of its improvement obligation, and the customer himself or by a third party has performed a permissible replacement.

b. Among failure to install, failure to comply with installation requirements and conditions of use, overuse of the service provided by EDV-SOLUTIONS, incorrect handling and use of unsuitable operating materials;

c. is attributable to materials provided by the customer, unless the customer proves that they are not damages due to atmospheric discharges, surges and chemical influences;

are attributable to the behavior of third parties, in particular third party customers or customers of the customer, or

e. is referring to the replacement of parts subject to natural wear;

due to circumstances specified in § 6.2 for which EDV-SOLUTIONS assumes no liability.

§ 7 Prices and payment

1. Prices

For the services of EDV-SOLUTIONS, one-time and / or ongoing charges ("fees") are calculated, the amount and due date of which are based on the customer contracts and orders. All fees are net prices. The statutory value added tax, as well as all taxes and duties payable under a EDV-SOLUTIONS contract, are always borne by the customer. The agreed contract currency Euro (€).

2. Price changes

EDV-SOLUTIONS reserves the right to change (decrease or increase) the regular fee when changing the costs relevant to its calculation (eg material, personnel costs, changes or re-introductions of taxes and other public charges).

EDV-SOLUTIONS will promptly announce the price change to the customer in a timely manner. The right of the customer to prematurely terminate the contract and any claims for damages of the customer remain unaffected

3. Due date - late payment

Unless otherwise agreed in the Customer Agreement or on an Order, Services or other services shall be invoiced according to the following procedure:

- a.) One-time fees will be charged by EDV-SOLUTIONS on the deployment date.
- b.) Regular fixed fees are generally charged in advance.
- c.) EDV-SOLUTIONS is granted the right to submit monthly partial invoices according to the project progress. The respective amounts are due within 10 days for payment. Invoice amounts shall be payable promptly upon receipt of the invoice without deduction and within a payment period of 5 days from the respective invoice date by transfer to a bank account designated by EDV-SOLUTIONS.

For the timeliness of the payment, the value date on this account is decisive, with incoming sums of money initially being used to cover costs incurred, expenses, cash expenses, default interest and finally for the repayment of the outstanding invoice amount.

In the event of late payment, EDV-SOLUTIONS shall be entitled to charge interest at the rate of 5% per month for all amounts outstanding after the expiration of the respective date of payment.

Notwithstanding, EDV-SOLUTIONS retains the right to demand compensation from Customer for all costs, expenses and expenses incurred for the purposeful pursuit of their claims. The customer's default of payment also entitles EDV-SOLUTIONS to make the provision of services conditional upon the prior payment of all due and payable fees, including any interest and costs, and in the event of non-payment, suspend performance until the full payment has been made in advance or dissolve the contractual relationship with immediate effect.

4. Offsetting - assignment

Set-off of outstanding claims against EDV-SOLUTIONS and withholding of payments due to alleged claims not recognized by EDV-SOLUTIONS are excluded. Claims of the customer directed against EDV-SOLUTIONS can be assigned to third parties only with the written consent of EDV-SOLUTIONS.

5. Lien

Rights of the customer to refuse his contractual services (in particular according to § 1052 ABGB) to obtain or secure the consideration, as well as his legal rights of retention are excluded.

6. Objections to the bill

Objections to claims against EDV-SOLUTIONS must be made in writing by the customer within two weeks of receiving the invoice. Otherwise, the claim is considered recognized. The raising of objections does not prevent the due date of the invoice amount.

7. Retention of title

The object of purchase or the goods remain our property until full payment of the purchase price and all associated costs and expenses. In the case of even partial default of payment, we are entitled to collect the goods without the consent of the buyer or to disable services and or services.

§ 8 Suspension of services

1. Reasons

EDV-SOLUTIONS may suspend or partially suspend the provision of the Services:

- a. insofar as required by a legal or regulatory requirement (or its enforcement) or by court order;
 - b. if the customer does not fulfill essential obligations arising from the customer contract (in particular the obligations stipulated in § 7, 9 and 10 of these GTC) and does not restore the contractual condition within 14 days after a written request containing the request for fulfillment;
 - c. if the customer defaults on payment in accordance with §7.3 in spite of a reminder in writing or electronic means by setting a three-day grace period and threat of service suspension continues to be in arrears with the payment of fees and other charges;
 - d. if the quality or availability of the services provided by EDV-SOLUTIONS to other customers is or is threatened by the conduct of the customer, or by, or through his equipment or connections;
 - e. if a customer or its customer uses a service in a manner that violates the Acceptable Use Policy ("Netiquette") or otherwise misuse (in particular, safety, operational hazard or otherwise damaging or harassing) of services or there is reasonable suspicion of such abuse;
 - f. if, EDV-SOLUTIONS, its affiliates, agents or contractors are threatened or threatened with civil or criminal prosecution or the pursuit of claims or damages by the conduct of the Customer or the conduct of its own customers, affiliates or subcontractors;
 - G. if insolvency proceedings are instituted over the assets of the customer or bankruptcy proceedings are dismissed due to a lack of cost-covering assets;
 - H. If repair, maintenance or other work requires it, EDV-SOLUTIONS will notify all customers in advance. Such information is omitted if it is objectively impossible under the circumstances or would delay the elimination of interruptions already occurred.
- In the event of suspension, the customer continues to be liable for payment, in particular, of the ongoing charges incurred during the suspension period. A payment obligation only exists if and to the extent that the customer is not responsible for the reasons for the suspension.

2. Right of termination

The suspension will be terminated within one business day after the suspension has expired and the customer has paid the costs of the suspension and its removal, any repairs and other claims for damages, if he is responsible for them.

In addition, EDV-SOLUTIONS reserves the right to terminate services in the event of a suspension by notice to the customer, giving thirty (30) days' notice.

The right of EDV-SOLUTIONS to terminate the contract for good cause remains unaffected by the above provisions.

§ 9 Liability and damages of EDV-SOLUTIONS

1. Scope of liability

EDV-SOLUTIONS is liable to the customer for damages, for whatever legal reason (eg non-performance, impossibility, warranty, delay, culpa in breach of contract, breach of duty or tort) only if EDV-SOLUTIONS intent or gross negligence can. The burden of proof is borne by the customer.

The § 1298 ABGB does not apply.

2. Limitation of liability

In case of intentional or grossly negligent breach of a material contractual obligation

(Cardinal obligation) or in the absence of a property guaranteed according to § 6.1, EDV-SOLUTIONS shall only be liable for such foreseeable damages, the occurrence of which should be prevented by the essential contractual obligation or by the assured property. The liability for damages of EDV-SOLUTIONS is limited to a lump sum of damage of no more than 10% of the order sum per claim, and shall apply to every damage-causing event to the totality of the injured party. The assertion of further damage is not permitted.

3. Disclaimer

The liability of EDV-SOLUTIONS for slight negligence, for consequential damages, financial losses, lost profits and for damages from claims of third parties is excluded. Furthermore, EDV-SOLUTIONS is not liable:

- a. for damage caused by the customer due to non-compliance with the contract and its components, as well as these GTC (in particular by non-observance of the special obligations specified in § 10);
- b. for damage caused by the actions of third parties, force majeure or the effects of devices connected to the customer

c. for the content, accuracy or completeness of transmitted data. In particular, no liability for data loss is assumed.

d. for all problems that are caused by a third party;

e. for e-mails received by the customer, data requested by the customer from the Internet or for third-party services, even if the customer has access to these service providers via a link from the EDV-SOLUTIONS website or through information EDV-SOLUTIONS receives. The customer acknowledges that the use of the Internet is associated with uncertainties, and EDV-SOLUTIONS is not liable in particular for viruses, Trojan horses, attacks by hackers or the like, as well as any damages and expenses incurred by the customer.

f. for misjudgements of the customer's requirements in terms of its premises, infrastructure, computer and transmission capacity, and any subsequent expenses, unless otherwise agreed.

G. for any delay, failure, interruption or deterioration of the agreed services caused by the improper use or treatment of the Services by the Customer or third parties whose actions are attributable to the Customer or by the Customer in connection with the Services of DS-DATASYS BUSINESS SOLUTIONS may use its own hardware or software or other material that is not expressly approved by EDV-SOLUTIONS and causes the interference

H. unrestricted data transport. A corresponding obligation to transport data does not exist, in particular, if EDV-SOLUTIONS itself would otherwise be exposed to the risk of legal persecution. EDV-SOLUTIONS reserves the right, however, to refrain from transporting data and services that conflict with Austrian law or international obligations or morality, and assumes no liability in this respect.

4. Anzeigenobliegenheit

Customer shall notify EDV-SOLUTIONS of any disruption or disturbance without undue delay, and in no event later than seven (7) days after the occurrence of the claim, unless the Customer proves that the damage occurred earlier. In the event of this, EDV-SOLUTIONS assumes no liability for damages and expenses caused thereby (eg costs of a contractor commissioned by the customer).

§ 10 Special obligations of the customer

1. Compliance with the legislation

The customer undertakes to ensure that the entry or transfer of data as well as their content or used designations do not violate criminal law, public law, other legal provisions or common decency, and neither the personal rights nor protective or other private rights of third parties (in particular Name, trademark and copyrights). The customer is expressly to the provisions of the pornography law (BGBl 97/1950 in the current version), the Prohibition Act (StGB 13/1945 in the current version)

and the relevant provisions of the Criminal Code, according to which the transmission, distribution and display of certain content is subject to legal restrictions. Customer agrees to comply with all applicable laws and to assume responsibility for their compliance with EDV-SOLUTIONS. The customer further acknowledges that he is treated as a media owner within the meaning of § 1 of the Media Act (BGBI 314/1981 in the current version) with regard to data provided by him for third-party inquiry.

2. Unrestricted use by third parties

The Customer undertakes to ensure, through appropriate precautionary measures, that the order and / or use of supplies and services provided by EDV-SOLUTIONS by unauthorized third parties is maintained. The customer will further take appropriate measures to ensure that his user data (in particular user name and password) are kept secret and can not be used by unauthorized persons and is disregarded without due care for the unauthorized use of the password. In particular, justified user charges shall be paid by the customer in accordance with § 7.7.

3. Use of foreign software

When using licensed software from EDV-SOLUTIONS or third parties, the customer undertakes to inspect the license terms available to him prior to using this software and to strictly adhere to them. Insofar as EDV-SOLUTIONS provides the customer with deliveries or services that are subject to contractual protection, the intellectual property rights to these deliveries and services in the relationship between the parties are exclusive to EDV-SOLUTIONS. This also applies to further additions, improvements or modifications of these deliveries and services, regardless of whether these were created with the cooperation of the customer. Also in relation to software that qualifies as a "public domain" or as "shareware", the customer undertakes to observe the terms of use and any license regulations specified by the author and to refrain from any transfer of the software (including their short-term transfer to third parties) , Any liability of EDV-SOLUTIONS for software that qualifies as a "public domain" or as "shareware" is excluded.

4. Abuse

The customer undertakes not to use the deliveries and services provided by EDV-SOLUTIONS (in particular access to the internet) without any legal rights. This includes, above all, the obligation to refrain from actions that lead to the impairment of third parties, or to EDV-SOLUTIONS or other security or operational hazards. Forbidden are further

Unsolicited solicitation and spam, any use of the Service to transmit threats or obscenities, harassment or harm to other Internet subscribers, excessive loading of networks by untargeted and improper distribution of data, or any other interference with EDV-SOLUTIONS Lines and systems.

5. Damage and Complaint

Customer agrees to indemnify and hold harmless EDV-SOLUTIONS 'employees, subcontractors, agents, and affiliates from all liabilities, costs, and expenses arising out of

any breach of law or any other obligation. This includes, but is not limited to, claims and damages arising from the data placed on the market, in particular private charges for libel, insults (§§ 111, 115 StGB), claims under media law or media content offenses, proceedings under copyright law, Trademark law, the law against unfair competition, or civil-law honor insult and / or civil and / or criminal law credit damage (§§ 1330 ABGB and 152 StGB). Furthermore, the customer will immediately and completely inform EDV-SOLUTIONS of any judicial or extra-judicial claim for other damages resulting from the use of the contractual services. If EDV-SOLUTIONS is called upon by third parties as a result of a behavior (action or omission) of the customer, as far as he is responsible, then the decision to react to it is made solely by the customer, who is responsible for the content (except in the case of gross negligence of EDV-SOLUTIONS) could raise the objection of inadequate legal defense.

§ 11 Data protection

1. Personal data, use of data for advertising purposes

EDV-SOLUTIONS points out that personal data is collected, stored, processed and used electronically within the framework of the contract execution in compliance with the relevant data protection provisions (in particular § 1 Data Protection Act, BGBl I 165/1999 in the current version). EDV-SOLUTIONS restricts these operations to contract execution, detection, containment and elimination of malfunctions and errors, and to cases that are indispensable for detecting and preventing unlawful use of the Services.

Until clear payment questions have been settled, EDV-SOLUTIONS is entitled to store personal placement data to the necessary extent and to keep access statistic within the legal framework. Customer agrees to receive from EDV-SOLUTIONS appropriate advertising and information about products and services of EDV-SOLUTIONS or business partners of EDV-SOLUTIONS by email. The customer further agrees that names and services provided will be placed on a reference list and given to other customers.

2. Data security

EDV-SOLUTIONS operates its services from the point of view of the highest possible care and reliability and will take all technically possible and reasonable measures to protect the data stored on it. In the event that third parties unlawfully bring data stored in EDV-SOLUTIONS into their power of disposition or reuse it, EDV-SOLUTIONS shall only be liable to the customer in case of intent or gross negligence. In this context, attention is drawn to the limitations of the warranty (§ 6) and the liability (§ 9) for data by EDV-SOLUTIONS.

§ 12 Duration of the contract Termination of the contract

1. Duration

Unless otherwise stipulated in the customer contract, contracts concluded between the contracting parties for the purchase of services are concluded for an indefinite period. If such contracts are concluded for a certain period of time, they will automatically be

renewed for the original term of the contract, unless terminated by a written notice of termination in writing, subject to a three-month notice period prior to the termination date.

2. Termination, dissolution

Both contracting parties are entitled to terminate between them permanent contracts in accordance with the respective customer contract or the respective orders properly. Unless otherwise agreed in such customer contracts / orders, the contract may be terminated by each contractor subject to a three-month notice period at the end of the year / contract end. Contracts concluded between the contracting parties can be terminated by any contracting party for good cause with immediate effect.

An important reason that entitles EDV-SOLUTIONS to immediate termination of the contract is, in particular, if the customer is in a qualified default of payment pursuant to § 7.3 or fails to fulfill his obligations pursuant to § 10, in spite of a request from EDV-SOLUTIONS unauthorized entities are not immediately removed from the grid connection, or the "netiquette" is not adhered to and continuation of the contract for EDV-SOLUTIONS is unreasonable.

In lieu of an immediate rescission of the contract, in these cases EDV-SOLUTIONS has the discretion to suspend (for the time being) the services (for the time being) in accordance with § 8 instead of terminating the contract. EDV-SOLUTIONS' entitlement to compensation for the contractually agreed term of the contract until the next termination date and the assertion of resulting claims for compensation remains unaffected insofar as the customer is responsible for this. Any termination or dissolution requires the written form to be effective.

3. Usage setting - return obligation

Upon termination of the contract - for any reason whatsoever - the customer is obligated to immediately discontinue the use of supplies and services by EDV-SOLUTIONS, and EDV-SOLUTIONS to discontinue all documents and objects provided to the customer during the execution of the contract have been returned, in perfect condition at their own expense and risk.

If the customer does not comply with his provision obligation immediately, but at the latest within two weeks after termination of the contract, or if the customer makes use of supplies and services of EDV-SOLUTIONS even after the end of the contract (eg to realize the technical termination of the contract), then he owes DS - DATASYS BUSINESS SOLUTIONS for this period, a compensation equal to the compensation that would have been payable under the terminated contract, plus a lump sum compensation of 20%.

§ 13 Final regulations

1. Applicable Law - Jurisdiction

For these terms and conditions and the entire legal relationship between the customer and EDV-SOLUTIONS, Austrian law applies exclusively to its referral norms. The validity of the UN Sales Convention is excluded by mutual agreement. For all disputes arising from the contract in question, only the jurisdiction of the relevant court in Fürstenfeld is agreed

2. Written form

Changes, additions, cancellations as well as the resignation of existing contracts and agreements between EDV-SOLUTIONS and the customer must be in writing to be valid. The written requirement is also by signed fax and electronic mail (e-mail) which a digital signature in the sense of the Signature Act (BGBl I 190/1999 in the current version) is included. Verbal side agreements do not exist and are ineffective.

3. Subcontractor

EDV-SOLUTIONS is entitled to use subcontractors to fulfill the contractual obligations to the customer. EDV-SOLUTIONS is liable for breaches of duty by subcontractors in accordance with §1313a ABGB. The limitations of liability set out in these General Terms and Conditions also apply to the subcontractors.

4. Transfer to third parties - resellers

Unless expressly agreed otherwise in an individual contract, EDV-SOLUTIONS provides its services solely for the purpose of use in the customer's business operations. The use of the contractual service by third parties, as well as the transfer of these services to third parties for a fee, requires the express prior written consent of or the corresponding agreement with EDV-SOLUTIONS. If a resale has been agreed, the customer commits himself, on redistribution, to the due diligence of a proper merchant (especially regarding the use of contracted infrastructure by EDV-SOLUTIONS for the provision of services to end customers) and the latest State of the art to note.

Customer must refrain from anything that may interfere with the good name and reputation of the supplies and services provided by EDV-SOLUTIONS. The obligation under § 1.3 of these terms and conditions is expressly referred to. These terms and conditions are also mandatory for contract partners of resellers. Resellers indemnify and hold harmless EDV-SOLUTIONS (in particular claims of third parties resulting from the breach of the relevant provisions by the end users).

5. Change of master data - delivery

Changes to the master data (company name, address, billing address, bank details,

Commercial register number or other register numbers, legal form and the like) are to be announced by EDV-SOLUTIONS immediately in writing. If there is no change message, documents are deemed to have been received by the customer if they have been sent to the last address given by the customer.

6. No normative - interpretative major headlines

Headings in these terms and conditions are for convenience only and have no normative meaning. In particular, they are not able to limit or extend the scope of these General Terms and Conditions or to serve the purpose of interpretation.

7. Severability clause

Ineffective provisions of these terms and conditions affect the

Effectiveness of the remaining provisions not. EDV-SOLUTIONS and the Customer agree in the event of ineffectiveness of a clause of these terms and conditions to replace them with an effective one that comes closest to the purpose of the invalid provision.

8. Confidentiality - non-solicitation

Both contracting parties are obliged to keep secret information about technical, commercial and personal matters of each other, which they have become aware of in the course of the execution of the contract and which are to be classified as confidential if a reasonable commercial standard is applied.

This obligation also applies beyond the duration of the contractual relationship. By individual contract, further confidentiality obligations may be agreed. The Customer undertakes not to solicit or solicit EDV-SOLUTIONS employees either directly or indirectly during the period of a contractual relationship with EDV-SOLUTIONS or within one year of the termination thereof.