

General Terms and Conditions *the eworx® Network & Internet GmbH*

I. Effectiveness

unitworx is a brand belonging to eworx Network & Internet GmbH. The supplier (eworx Network & Internet GmbH) is here designated as unitworx. unitworx is an IT Service Management Software for IT service providers. unitworx offers their services for the Cloud and the On-Premise version solely on the basis of these general terms and conditions. The terms and conditions can be accessed by customers on the website www.unitworx.com, read and saved. The terms and conditions of the customer **will not be recognised**.

II. Contract objective and agreement

The contract for the use of unitworx, an IT Service Management Software for IT service providers is agreed during the free test phase by sending the download and access information. When activated by the customer, the contract will transition from the free test phase to a chargeable service. If the customer changes their customer information during activation, then the contract is deemed agreed with the customer who is named in the activation. unitworx is entitled to refuse any contract agreement without giving reasons.

III. Payment

All prices are based on the online price list (www.unitworx.com/en/prices). The first invoice will be issued one month after activation of the chargeable service (invoice date). The calculation of the monthly fee is made using the highest level per type (server, PC, NB, network devices etc.) in the relevant invoicing month. The additional invoices will be issued monthly in arrears. The online price list represents a recommended retail price for further invoicing. The prices charged by unitworx can only be undercut when the customer invoices third parties if there are important reasons to do so. An unauthorised undercutting of the prices when invoicing third parties entitles unitworx to immediate cancellation of the contract.

IV. Payment conditions, arrears

The invoice becomes due as soon as it sent without subtraction of discounts. In the event of payment arrears, the late payment penalties shall apply according to Section 456 UGB. unitworx can stop service and block the account if the invoice payment has not been received within 14 days onto the account of unitworx.

V. Termination of contract

For the free test version, the contract ends thirty days after sending of the download and access data. For the chargeable service, the customer is entitled to terminate the contract at any time, with effect of the next invoicing date. unitworx has the right to cancel the contract immediately if important reasons exist. Important reasons are defined as in particular, payment arrears by the customer, filing of insolvency proceedings or the refusal of the latter due to the lack of assets. If the contract is cancelled due to an important reason, unitworx can request the replacement of losses actually incurred. In the event of payment arrears of the customer, unitworx is not obliged to provide service and is entitled to block the account. unitworx is entitled to cancel the

contract immediately or withdraw from the contract in case of unforeseen technical problems or difficulties, without unitworx being liable for the payment of damages compensation.

VI place of fulfilment

Place of fulfilment is 4020 Linz, Austria

VII. Guarantee

unitworx assures that the product information has been described accurately overall. Beyond this, no guarantee is given for the functioning of the software. The customer is aware that according to the standard of technology it is not possible to exclude faults in the software for all application conditions.

unitworx also does not give any guarantee that the programme functions fulfil the requirements of the customer, or that the programme works together without faults in any combination with other products. Faults in the programme should be notified to unitworx without delay, at the latest however within 5 working days, excluding other claims. unitworx has the right to remedy this fault through improvement. The right to change or price reduction is only given if the fault is not remedied within an appropriate period. If the fault cannot be remedied, unitworx can cancel the contract immediately or withdraw from the contract without unitworx being obliged to pay compensation. unitworx is not liable for damage or subsequent damage of any kind. unitworx is not liable for damage that is caused by incorrect use, operation or installation mistakes or culpable behaviour on the part of the customer, altered operating system components, interfaces and parameters as well as installation mistakes or culpable behaviour on the part of the customer, altered operating system components, interfaces and parameters, use of unsuitable organisation methods and data carriers, as well as incorrect or faulty programme, software and/or processing data etc. unitworx is at the customers disposal throughout the day and constantly. The availability will be present at least 99.5% of the time over an averaging period of one year. Pre-notified maintenance periods should be deducted from this calculation. Several times a year, updates will be programmed. On these days there can be several hours of interruption to the availability of the programme, although efforts will be made to keep the time of this interruption as short as possible.

VIII. Compensation

All claims for compensation – with the exception of culpable personal injury – are excluded. The liability for indirect damage – such as lost profit, costs that are connected to interruption of service - is explicitly excluded.

The provisions contained in these general terms and conditions or other agreed provisions regarding damages compensation also apply if the claim for damages is enforced in addition to or instead of a guarantee claim.

The customer is obliged to sufficiently secure the data already present on the computer systems before maintenance operations, otherwise the customer will be responsible for lost data as well as all associated damage. The customer is equally responsible for the appropriate instruction of his or her employees in the use of the product.

Compensation claims shall expire at the latest with the end of a year from acquiring knowledge of the damage and the at-fault party. If unitworx uses third parties for the fulfilment of the contract and it has guarantee and/or liability claims against this third party, unitworx shall transfer these claims to the customer. The customer will in this case primarily seek redress from this third party. If and to the extent that obligations cannot be fulfilled on time or correctly as a consequence of force majeure, such as for example war, terrorism, natural catastrophes, fire, strike, lock-out, embargo, sovereign intervention, outage of power supply, breakdown of transport methods, outage of telecommunications networks or data cables, legal changes affecting the service provision that take place after conclusion of the contract or other non-availability of products, this does not represent a breach of contract.

IX Claim transfers

Claims against unitworx can only be transferred with the explicit agreement of unitworx.

X. Choice of legal system, jurisdiction, other provisions

Solely Austrian law shall apply. The applicability of the UN Convention on Contracts for the International Sale of Goods and Austrian international private law is explicitly excluded even if the service is provided abroad. In case of disputes, the court that is locally and substantively competent for Linz will be agreed. If one or more provisions of these general terms and conditions should be or become wholly or partially ineffective or unenforceable, this shall not affect the validity of the remaining provisions. The ineffective or unenforceable provision shall be replaced by a valid analogous provision which comes closest to the business purpose of the ineffective or unenforceable provision.

XI. Data protection, change of address

The customer agrees that personal and company-related information that becomes known in the framework of cooperation will be stored and processed automatically by unitworx and used to send advertising

materials for the IT sector. The agreement to the sending of advertising materials can be revoked at any time by email.

The customer undertakes to inform unitworx of changes to their business or email address, as long as the contractually regulated transaction has not been completely fulfilled by both parties. If such a notification is not made, then the statements are also deemed received if they were sent to the most recently notified address.

All data and information belonging to the customer will be treated in strictest confidence and are subject to data protection. The customer can further secure the data through the use of encryption certificates. If the customer does this, they themselves shall ensure the safe storage of the encryption certificate. In case of loss of the encryption certificate, the data cannot be reproduced and unitworx does not accept liability for this.

Cloud Version: The customer data is hosted in the Cloud Version on the unitworx servers. These are processed in a data centre that is certified to ISO 27001 standard. The customer received access to their unitworx account through an activation email, which is protected from access by third parties by the most recent technological standards. The unitworx servers are in a firewall-protected area. The customer data is in their control and will not be used by unitworx for their own purposes nor forwarded to third parties nor used in any other way (with the exception of generating overall anonymised usage statistics).

On-Premise Version: The customer shall be responsible for the operation and safety of the unitworx installation.

XII. Commercial trademarks and copyrights

unitworx is the author of the software. The customer acquires the right to use the software after payment of the agreed fee solely for their own purposes. The current contract represents only the purchase of a company usage authorisation. Any distribution by the customer is excluded according to the copyright law. Any breach of the copyright by the customer shall be pursued with a claim for damages compensation, where in such an event the lost profit shall also be replaced.

The contents of the websites www.eworx.at, www.unitworx.com and www.mailworx.info are also subject to copyright. The use of this content requires the prior agreement of unitworx.