

Note on Translation

This document is an English translation of the General Terms and Conditions of Widder GmbH, provided for convenience only. The legally binding version of these General Terms and Conditions is the German-language version. In the event of any discrepancy, inconsistency, or difference in interpretation between this English translation and the German original, the German-language version shall be authoritative and shall prevail in all respects.

General Terms and Conditions of Widder GmbH (FN 227030v) as of 08 June 2026 (Update NIS2/NISG 2026, TKG 2021, extension of services)

I. General Provisions

- 1.1. The General Terms and Conditions of Widder GmbH (hereinafter referred to as the "GTC") shall apply to all contracts concluded by Widder GmbH (hereinafter referred to as "Widder") with a third party (hereinafter referred to as the "Customer"). Contracts shall mean all agreements, whether concluded expressly or implicitly, in writing or orally, concerning the purchase or sale of goods as well as the provision of services.
- 1.2. By engaging Widder or by ordering goods and/or services, the Customer expressly accepts these GTC.
- 1.3. These GTC shall apply exclusively to all contracts between Widder and the Customer. Any terms and conditions of the Customer that conflict with or deviate from these GTC shall only be effective if they are expressly acknowledged by Widder in writing. Furthermore, the performance of contractual obligations by Widder does not constitute acceptance of contractual terms that deviate from these GTC.
- 1.4. Any agreements deviating from or supplementing these GTC must be made in writing and shall apply only to the respective legal transaction and not to any other transactions, in particular not to subsequent transactions.
- 1.5. In the event of any conflict between these GTC and an individually agreed Service Level Agreement (SLA) or any other individual service agreement, the SLA or the individual agreement shall take precedence with respect to the subject matter in question.
- 1.6. These GTC shall also apply to all future contracts with the Customer. Amendments to the GTC shall be deemed approved and shall also apply to existing contracts in their amended version unless the Customer objects in writing within one month after transmission of the amended GTC. The amended GTC may also be transmitted electronically (by e-mail). If the Customer objects in due time, the former GTC shall continue to apply to the contracts still in force at that time. In such case, however, Widder shall be entitled to terminate the contract existing with the objecting Customer by giving three months' notice effective at the end of a calendar month. With respect to consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the foregoing fiction of consent shall apply only to amendments that do not concern the principal performance or the remuneration, are reasonable for the consumer, and only if the consumer was expressly informed, in the transmission, of the significance of silence and of the objection period (Section 6 para. 1 no. 2 KSchG); mandatory consumer rights shall remain unaffected.
- 1.7. Unforeseeable, unavoidable events beyond Widder's sphere of influence and not attributable to Widder, such as natural disasters, cyber terrorism, sabotage, epidemics/pandemics, official orders, strikes, large-scale power, internet or telecommunications outages (blackouts) — referred to as Force Majeure — shall release Widder, for their duration and to the extent of their effects, from its contractual performance obligations and agreed execution periods. Agreed service levels (SLAs) shall be suspended during this period. Any claims for damages by the Customer shall be excluded in such cases.
- 1.8. The descriptions of services and products contained in these GTC are not exhaustive. Widder shall be entitled to expand its service offering and to offer the Customer additional, including future, IT services and products (including new software, cloud, security or other services as well as products of other manufacturers). These GTC shall also apply to such services, in particular the general provisions (Chapters I, II as well as the provisions on liability, warranty and final provisions). The specific scope of services shall be determined by the respective service description, the offer, or the order confirmation; in addition, the provisions of that service chapter of these GTC that most closely corresponds to the respective service shall apply mutatis mutandis.
- 1.9. If Widder supports the Customer in complying with legal, regulatory or normative requirements (e.g. ISO/IEC 27001, NIS2/NISG 2026, GDPR, DORA), Widder shall provide such services as support services in accordance with the state of the art and within the agreed scope of services as a support service. Such compliance support shall not constitute any assurance or guarantee of regulatory compliance, certification, or a specific audit or assessment result. Responsibility for compliance with the requirements applicable to the Customer shall remain with the Customer. The more detailed provisions, in particular item 5.10, shall remain unaffected.
- 1.10. State of the art: To the extent that Widder is obligated to provide services in accordance with the "state of the art", this shall be based on the technical and organizational measures recognized in the relevant market segment which, at the relevant time, are available, suitable and economically reasonable. There is no obligation to implement every theoretically conceivable measure or any measure exceeding what is customary in the market.
- 1.11. Widder's own certifications: To the extent that Widder holds its own certifications or management systems (e.g. ISO 9001, ISO 14001, ISO/IEC 27001, Cyber Trust Austria, NIS2-related attestations or comparable existing or future certifications, quality seals, audits or management systems) or refers to them, these relate exclusively to Widder's operational processes and management systems within the respectively certified or audited scope. They do not constitute any assurance or guarantee that the Customer itself meets the requirements of a corresponding certification or is eligible for certification or audit; items 1.8 and 5.10 shall remain unaffected.

II. Conclusion of Contract and Remuneration

- 2.1 All offers made by Widder are non-binding and shall only become legally binding if made in writing or, if made orally, subsequently confirmed in writing.
- 2.2 An offer made by the Customer shall require written order confirmation by Widder; however, Widder shall also be entitled to accept the Customer's offer by performance.
- 2.3. Service fees and prices communicated by Widder, as well as published price lists, are non-binding and shall only become legally binding if made in writing or, if made orally, confirmed in writing. Prices communicated by Widder are net prices and, in the case of the sale of goods, do not include the costs of freight, packaging, insurance or installation.
- 2.4. Services to be provided or already provided by Widder shall be remunerated in accordance with the currently valid rates, which Widder shall disclose to the Customer at any time upon request. Services shall be charged on a time-and-materials basis, with the smallest billable unit being 15 minutes. Travel time to and from the Customer's location shall be considered time and materials to be paid by the Customer.

III. Services

- 3.1 The Customer shall be obliged to create the conditions necessary for Widder to duly perform its services. This includes the Customer's obligation to provide information completely and in a timely manner, and where required, to grant Widder physical access to hardware as well as logical remote access to local and virtual IT systems, networks and cloud environments.
- 3.2 The Customer shall be obliged to designate an employee who is authorized to make declarations binding upon the Customer vis-à-vis Widder. If the Customer fails to do so, Widder may assume that each employee of the Customer is authorized to make declarations on behalf of and for the account of the Customer.
- 3.3 The Customer shall be obliged to review without delay any interim reports supplied by Widder as to whether the information contained therein is accurate and, if necessary, to notify Widder in writing without delay, failing which any warranty or liability claims shall be forfeited.
- 3.4 The Customer shall be fully liable to Widder without limitation for ensuring that all content provided by it is free from third-party rights, that the Customer holds – insofar as required for Widder's services – the unrestricted right of use, and that Widder may freely use and edit such content.
- 3.5 Custom-developed software, including program adaptations, shall be subject to acceptance by the Customer. Acceptance must take place within two weeks of notification by Widder that the work has been completed. Acceptance must be confirmed by the Customer in a written record. If the Customer, without being entitled to do so, does not accept the work result as free from defects, the delivered software or the adapted program shall be deemed accepted as free from defects upon expiry of the two-week period. Any defects that arise or exist (such as deviations from the written specification of services) must be sufficiently documented by the Customer and notified to Widder in writing. If material defects exist such that live operation cannot commence or continue, a renewed acceptance must take place after the defects have been remedied. The Customer shall not be entitled to refuse acceptance of software due to minor defects. These provisions shall apply mutatis mutandis to the acceptance of other services provided by Widder.
- 3.6 If, in the course of the work, it becomes apparent that performance of the order in accordance with the service description is factually or legally impossible, Widder shall be obliged to notify the Customer accordingly. If the Customer does not accordingly amend the service description or does not create the necessary conditions for proper performance, Widder shall be entitled to refuse to continue the work. If the impossibility of execution is the result of an omission by the Customer or of a subsequent amendment to the service description by the Customer, Widder shall be entitled to withdraw from the order. If Widder justifiably refuses further execution or withdraws from the order, the Customer shall nevertheless pay the agreed remuneration to Widder without deduction. If performance by Widder does not take place for reasons attributable to the Customer's sphere, Widder shall remain entitled to the full agreed remuneration. In any event, Widder shall not be required to offset any costs it may have made saved as a result of non-performance.
- 3.7 The shipment of program media, documentation and service descriptions, as well as the physical or electronic transmission of access data and passwords, shall always be at the Customer's expense and risk. Widder expressly recommends the use of encrypted communication channels for sensitive data.
- 3.8 Training sessions, explanations or other information that are not already included in the scope of the original contract shall be invoiced separately.
- 3.9 To the extent that Widder carries out IT projects for the Customer (e.g. infrastructure projects, migration projects, implementations), services shall be rendered on the basis of a mutually agreed specification of services or functional specification. In migration projects, Widder shall owe the success of the migration only on the condition that the source data provided by the Customer is error-free, not corrupted and structured; Widder shall not be liable for data losses or additional effort due to defective source data. Changes to the project scope (change requests) require written agreement and may result in adjustments to deadlines and costs. Widder shall be entitled to charge a separate fee for the evaluation of change requests. Acceptance of individual project phases or milestones shall be governed mutatis mutandis by item 3.5.
- 3.10 Consulting services provided by Widder (e.g. IT strategy consulting, architecture consulting, security consulting) are provided solely for advisory purposes. Widder does not guarantee any specific economic or technical success unless expressly agreed otherwise in writing. Implementation of the consulting results is the Customer's responsibility; Widder shall not be liable for damages resulting from the implementation of the recommendations by the Customer or third parties, whether unchanged or modified.

- 3.11 To the extent that Widder provides services by remote access, the Customer shall be obliged to provide the technical prerequisites required for this purpose (e.g. VPN access, remote management tools). The Customer shall grant Widder the access authorizations required for this purpose and shall ensure that these comply with the applicable data protection and security requirements.
- 3.12 Use of artificial intelligence (AI) systems: Widder shall be entitled to use AI systems (Art. 3 no. 1 of Regulation (EU) 2024/1689 – the "AI Act") for the performance of the contractual services, in particular in the areas of monitoring, anomaly and threat detection, vulnerability analysis, service desk/support and the preparation of evaluations and reports. To the extent that the Customer interacts directly with an AI system (e.g. an AI-supported chatbot or voice assistant) or is provided with AI-generated or AI-edited content, Widder shall inform the Customer thereof in accordance with the respectively applicable and temporally applicable transparency provisions, in particular Art. 50 AI Act.
- 3.13 Advisory nature, human oversight, liability: Results, recommendations and other outputs of AI-supported systems shall be subject to appropriate human oversight and plausibility checks by Widder. As with consulting services under item 3.10, they are of an advisory nature; Widder does not guarantee any specific economic or technical success achieved by means of AI unless expressly agreed otherwise in writing. To the extent permitted by law, Widder shall not be liable for damages resulting from the unchanged or modified implementation of AI-supported results by the Customer or third parties; item 9 shall apply mutatis mutandis.
- 3.14 Data protection and processing environment when using AI: (1) If Widder uses the Customer's personal data in the context of AI use, the provisions of Chapter XIII, in particular the data processing agreement (DPA) pursuant to item 13.4, shall apply; such agreement shall take precedence in data protection matters. Widder shall only input the Customer's content into AI systems insofar as this is necessary for the agreed performance and permissible under data protection law; the technical and organizational measures under Art. 32 GDPR remain unaffected. (2) The processing of personal data and other Customer data subject to data protection, telecommunications secrecy (Section 161 TKG 2021) or contractual confidentiality by means of AI shall, as a matter of principle, take place exclusively in AI systems operated locally at Widder or in the agreed service environment within the EU/EEA. (3) Input into, or transmission to, cloud-based or third-party operated AI systems shall occur only to the extent expressly agreed in writing. If such transmission involves a transfer to a third country, this shall be permissible only on the basis of an admissible transfer mechanism pursuant to item 13.5 (Art. 44 et seq. GDPR). (4) To the extent that Widder brokers or provides third-party AI functions to the Customer (Chapter VI), the license, use and AI terms of the respective provider shall also apply to their use and functionality; in the event of any conflict, such terms shall prevail with regard to the respective third-party product. Widder's data protection responsibility and its obligations under Chapter XIII as well as under para. (2) and (3) shall remain unaffected thereby.
- 3.15 Roles and obligations under the AI Act: The classification of the Customer as provider and/or deployer of an AI system within the meaning of the AI Act, and the legal obligations resulting therefrom, shall remain with the Customer itself and shall not pass to Widder; this applies in particular where the Customer operates, places on the market or substantially modifies an AI system under its own name or brand. Widder shall support the Customer within the agreed scope of services in fulfilling its obligations; any additional effort resulting therefrom shall be charged separately at the applicable rates.
- 3.16 AI systems of the Customer or of third parties (e.g. Microsoft Copilot, Microsoft 365 Copilot, Copilot Studio, Azure OpenAI): If Widder provides such AI functions to the Customer, sets them up or manages the underlying platform (e.g. tenant, licenses, configuration), Widder's service shall be limited to such provision, setup and agreed operation. The Customer shall remain responsible for decisions, content or results generated by AI systems of the Customer or of third parties. Widder does not owe any substantive review or professional verification of such results and, to the extent permitted by law, shall not be liable for their correctness, completeness or suitability, or for the consequences of their use by the Customer; item 9 shall apply mutatis mutandis. The respective provider's license, use and AI terms shall apply in addition (item 3.14 para. (4)).

IV. Managed Services (IT Operations), Hotline & Service Desk

- 4.1 If a Managed Services agreement (e.g. server management, network management, workplace management) is concluded between Widder and the Customer, Widder shall provide the ongoing operational services agreed therein, including in particular monitoring, proactive maintenance, patch management, update management and system supervision. The specific scope of services shall be determined by the respective service description or the Service Level Agreement (SLA). The detection of an event by monitoring systems does not mean that such event is automatically reviewed or processed in real time by employees of Widder. Widder shall owe continuous (24/7) human supervision only to the extent expressly agreed; otherwise, the review, reaction and handling of detected events shall be governed exclusively by the agreed service hours and SLAs (item 4.2). Widder shall not be liable for consequences of event detections that are not processed or are processed with delay outside the agreed service hours; item 9 shall apply mutatis mutandis.
- 4.2 Within the scope of an agreed support contract, Widder shall provide the Customer with a "hotline" and/or a "service desk". Subject to a separate, fee-based agreement, this shall also include "24x7 support" outside regular business hours (e.g. for VIP user clients and mobile devices as well as monitoring and operations center services). For business-critical system areas, Widder also offers a dedicated "infrastructure on-call service", under which qualified server and network administrators are available on an on-call rotation, including for ad hoc fault rectification. The exact availability (service hours), response times and resolution times shall be governed by the respective individually agreed SLA. If no individual SLA has been agreed, Widder's standard service hours shall apply (Monday to Friday, 09:00–17:00, excluding public holidays).

- 4.3 Support requests shall be recorded via Widder's ticketing system and processed according to the following priority levels, unless otherwise provided in the SLA:
- I. Critical: Total failure of a business-critical system – immediate response.
 - II. High: Significant disruption of a business-critical system – response within 4 hours (during service hours).
 - III. Medium: Impairment of a non-business-critical system – response within 8 hours (during service hours).
 - IV. Low: General enquiries, requests – response within 2 working days.
- 4.4 Widder operates an internal escalation management process. If necessary, the Customer may request the escalation of a support request via its designated contact person (pursuant to item 3.2).
- 4.5 If further response or cooperation from the Customer is required for the continued handling of a ticket and the Customer does not respond within ten (10) working days despite a documented query from Widder, Widder shall be entitled to close the ticket as resolved. Widder shall inform the Customer of the possible closure in the query or, at the latest, in a reminder. The closure of a ticket shall not constitute an acknowledgement and shall not imply a waiver of any claims. If the Customer resumes the matter after closure, it shall be handled as a new ticket; any response and resolution times that have already elapsed shall not recommence. Different deadlines may be agreed upon in the SLA.
- 4.6 The Customer shall ensure that authorised contact persons are available to receive and approve measures. The Customer shall grant Widder the remote access and on-site access required for the provision of services. If the Customer culpably breaches its obligations to cooperate, Widder shall be released from the obligation to comply with the agreed response and resolution times.
- 4.7 Services that go beyond the scope defined in the SLA or service description (e.g. projects, hardware procurement, custom adaptations) shall be commissioned and remunerated separately.
- 4.8 Widder shall be entitled to carry out scheduled maintenance, servicing and update work within defined maintenance windows. During such maintenance windows, the affected services may be restricted or temporarily unavailable. Where possible, Widder shall perform scheduled maintenance outside normal business hours and notify the Customer within a reasonable period in advance; the agreement governing the details (in particular the location and duration of the maintenance windows) shall be determined by the respective SLA or service description. Periods of scheduled maintenance within announced maintenance windows shall not constitute a breach of any agreed availability and shall not be taken into account when calculating availability values. Urgent maintenance or security measures (in particular to avert acute threats or remedy serious faults) may also be carried out by Widder without adhering to a maintenance window and without prior notice; in such case, Widder shall inform the Customer as soon as possible.
- 4.9 Endpoint and mobile device management: If Widder provides services for the management of end devices and endpoints (e.g. mobile device or endpoint management using Microsoft Intune or comparable solutions), device-related security and management measures – in particular compliance policies, configuration and security requirements, device locks and complete or selective deletion of devices (remote wipe) – shall be carried out in accordance with the policies agreed with the Customer. Widder shall not be liable for data loss or impairments on mobile devices or endpoints caused by such measures carried out in accordance with the agreed policies. The backup of data stored locally on end devices shall be the responsibility of the Customer; item 9 shall apply mutatis mutandis.

V. Security Services (IT and Information Security)

- 5.1 On the basis of a separate agreement, Widder offers the Customer the performance of vulnerability assessments. These include the systematic identification, assessment and documentation of security vulnerabilities in the Customer's IT infrastructure, applications and networks. The scope, methodology and frequency of the analyses shall be specified in the respective order or SLA. The results shall be provided to the Customer in a structured report containing recommendations for action. The implementation of the recommended measures shall be the responsibility of the Customer unless expressly agreed otherwise.
- 5.2 If, outside a commissioned vulnerability analysis, previously unknown vulnerabilities become known to Widder in the course of providing services, Widder shall be entitled to document them for the Customer and to issue recommendations for risk minimisation. There shall be no obligation to actively search for vulnerabilities outside the agreed scope of services. The decision on whether to implement recommended measures shall remain with the Customer; item 9 shall apply mutatis mutandis.
- 5.3 Permission to Attack: Widder shall carry out vulnerability assessments, penetration tests and comparable active security reviews that intervene in technical systems or deliberately place them under load only on the basis of a prior written order and approval from the Customer with a clearly defined test scope (systems/address ranges, methodology and time windows) ("Permission to Attack"). Permission to Attack is a prerequisite for conducting any active review; no active tests shall be carried out outside the approved test scope. By granting Permission to Attack, the Customer confirms that it is authorised to dispose of the systems to be tested and has obtained the necessary permissions from third parties (e.g. cloud/hosting providers, group companies). The Customer shall indemnify and hold Widder harmless against all claims arising from the fact that the reviewed systems were not subject to its authority to dispose or that necessary third-party consents were lacking. Widder shall not be liable for the effects of an active review carried out in accordance with the order and within the approved scope of the review (e.g. impairment of the availability of tested systems); item 9 shall apply mutatis mutandis.

5.4 Widder operates a structured process for the detection, analysis, containment and remediation of security incidents (Security Incident Response). Within the scope of an agreed security services contract, Widder undertakes to

- a) identify and classify security incidents without delay (according to severity: critical, high, medium, low).
- b) inform the Customer without delay of significant security incidents, including an initial assessment of the incident, the affected systems and the immediate measures initiated.
- c) take appropriate measures to contain the incident and restore normal operations.
- d) prepare a closing report (post-incident report) after completion of the incident handling, including root-cause analysis, measures taken and recommendations for preventing future incidents.

The Customer undertakes to inform Widder without delay of all security incidents, cyberattacks, data breaches or other events of which it becomes aware that may impair the systems or services managed by Widder or require a response by Widder. The Customer further undertakes to cooperate fully in the clarification of security incidents and to provide Widder with all relevant information and access. If a report is omitted or delayed, the consequences caused thereby – in particular any additional effort resulting therefrom and any delay or impairment in the handling of the incident – shall be borne by the Customer; Widder's liability for such consequences shall be excluded to that extent.

No guarantee of success: The Customer acknowledges that, according to the state of the art, complete protection against cyberattacks cannot be achieved. Widder therefore does not owe complete protection against cyberattacks, malware, ransomware, advanced persistent threats (APT), social engineering or comparable attacks. The security services provided by Widder serve to reasonably reduce security risks in accordance with the respectively agreed scope of services; they constitute risk reduction, but no guarantee of success and no assurance that all attacks will be repelled. Widder owes professional efforts in accordance with the state of the art, but not a specific security or defence success unless such success has been expressly guaranteed in writing. Item 9 shall apply additionally.

5.5 Widder offers the Customer data backup services (backup services) under which Customer data is transmitted in encrypted form and stored securely in a data centre operated by or on behalf of Widder. The following principles shall apply:

- a) The scope of the data to be backed up, the backup intervals (e.g. daily, weekly), the retention periods and the storage location shall be specified in the respective service description or SLA.
- b) The transmission and storage of backup data shall take place in encrypted form in accordance with the state of the art. The data centres shall be located within the EU/EEA unless otherwise agreed.
- c) Widder shall carry out regular tests to verify the recoverability of the backed-up data (restore tests). The results shall be communicated to the Customer upon request.
- d) The performance of data backups shall not constitute a guarantee of complete or successful restoration of all data. Recoverability shall depend in particular on the integrity of the source data, the availability and integrity of the respective backup sets, and the technical characteristics of the target system. Widder shall owe the performance of data backups in accordance with the agreed scope of services and the state of the art, but not a specific restoration success unless such success has been expressly guaranteed in writing; item 9 shall apply additionally.
- e) Widder shall not be liable for data loss resulting from the Customer's failure to create the agreed prerequisites for data backup (e.g. missing agent installation, insufficient bandwidth).
- f) Depending on the agreement, backup data shall be stored on storage systems operated by Widder (Widder Storage) and/or – in particular in the case of immutable backups – at Widder or on third-party storage platforms (e.g. Wasabi). Widder shall assume no liability for disruptions, outages, data loss or other damage occurring within the sphere of responsibility of such a third-party platform; any service levels and terms of the respective third-party provider shall apply directly in that respect. Item 6.3 shall apply mutatis mutandis.
- g) Widder shall take all technically possible and economically reasonable measures to avoid loss of data backed up on Widder Storage. However, complete exclusion of hardware or data-carrier damage (e.g. defects in hard disks or storage media) is technically impossible; such damage occurring despite compliance with the required standard of care shall be deemed events of force majeure within the meaning of item 1.5. To that extent, Widder's liability shall be excluded, except in cases of intent and gross negligence.

5.6 Widder offers the Customer disaster recovery solutions that enable the restoration of business-critical systems and data from the data centre in the event of a serious outage (e.g. hardware failure, cyberattack, natural disaster). The following principles shall apply:

- a) The systems to be protected, the targeted recovery time (Recovery Time Objective – RTO) and the maximum tolerable data loss (Recovery Point Objective – RPO) shall be specified in the respective service description or SLA.
- b) Widder shall provide the infrastructure required for disaster recovery in the data centre (e.g. replication environment, failover systems).
- c) Widder shall prepare, together with the Customer, a disaster recovery plan documenting the procedures, responsibilities and escalation paths in the event of an emergency. This plan shall be reviewed at least once a year or after material changes to the Customer's IT infrastructure and updated where necessary.
- d) Where agreed, Widder shall carry out regular disaster recovery tests (DR tests) to verify the functionality of the recovery processes.
- e) The Customer shall be obliged to cooperate in the preparation and maintenance of the disaster recovery plan and to inform Widder in due time of material changes to its systems.
- f) Widder's liability for damage occurring despite compliance with the agreed disaster recovery plan shall be limited to intent and gross negligence.
- g) The performance of emergency tests, crisis exercises, tabletop exercises and other business continuity management services (BCM) shall be owed only to the extent expressly agreed. The scope, scenarios, frequency, execution and remuneration of such exercises shall be specified separately in the service description or SLA and, unless otherwise agreed, shall be charged separately in accordance with Widder's applicable rates. Widder shall have no further BCM obligation beyond this.

5.7 For Customers whose Microsoft tenant is managed by Widder, Widder offers the safeguarding of emergency access accounts (break-glass accounts). These access accounts are protected by means of physical FIDO2 security keys. The following principles shall apply:

- a) FIDO2 keys shall be used exclusively for the intended purpose of emergency restoration of tenant access and shall be protected against unauthorised access by appropriate technical and organisational measures.
- b) Use of a break-glass account shall take place exclusively in documented emergencies, in accordance with the four-eyes principle, and shall be logged in full.
- c) The Customer may have the FIDO2 security keys stored in Widder's safes in accordance with item 5.9. Alternatively, custody may remain with the Customer, in which case the Customer shall be responsible for secure safekeeping. Even where the keys are stored with Widder, the Customer shall remain the owner of the FIDO2 security keys; such storage shall constitute custody for the Customer only and shall not result in any transfer of title to Widder. Upon request, Widder shall return the stored keys to the Customer.
- d) Widder shall not be liable for damage arising because the Customer used the break-glass account without coordination with Widder or kept the FIDO2 keys improperly.

5.8 Privileged Access Management (PAM): To the extent that Widder provides or operates a PAM solution, Widder shall provide the technical platform and the agreed operational services (in particular provisioning, maintenance and availability of the platform). Responsibility for the substantive assignment, approval, recertification and regular review of privileged authorisations, as well as for the definition of the underlying authorisation concepts and policies, shall remain with the Customer. Widder shall have no duty to review or supervise the actions carried out by the Customer's privileged users. Widder shall not be liable for damage resulting from the assignment, use or omitted review of privileged authorisations for which the Customer is responsible; item 9 shall apply mutatis mutandis.

5.9 Widder offers the Customer the secure storage of physical backup media and security keys in Widder's safes. This includes in particular:

- a) FIDO2 security keys (e.g. for break-glass accounts pursuant to item 5.7),
- b) backup tapes,
- c) external backup hard drives,
- d) other physical data carriers containing backup copies (e.g. annual backups, backup sets).

Storage shall take place in secured, access-restricted safes. Widder undertakes to protect the stored items against unauthorised access, loss and damage. Release to the Customer shall be made only to authorised persons upon prior written request (e-mail shall suffice). The Customer shall be liable for proper labelling and documentation of the stored media. Widder shall not be liable for the content of the stored data carriers nor for damage resulting from incorrect or incomplete data backup by the Customer.

5.10 Network and Information Systems Security (NIS2/NISG 2026) and Regulatory Compliance

Widder shall perform the Security Services in accordance with the state of the art and shall orient itself to the requirements of Directive (EU) 2022/2555 (the NIS2 Directive) and its Austrian implementation by the Network and Information Systems Security Act 2026 (NISG 2026).

The Customer acknowledges that the classification as an essential or important entity and the resulting statutory obligations (in particular registration, risk management and notification of significant cybersecurity incidents) remain with the Customer itself and shall not pass to Widder. Widder shall support the Customer within the agreed scope of services in fulfilling these obligations, but shall not assume any notification or registration obligation of the Customer vis-à-vis the competent authority or the CSIRT.

If Widder becomes aware, in the course of providing the services, of a significant cybersecurity incident affecting the Customer, Widder shall inform the Customer without delay in order to enable the Customer to comply with the statutory reporting deadlines (early warning within 24 hours, notification within 72 hours and final report within one month). The parties shall designate appropriate contact points for this purpose.

If the Customer itself is part of the supply chain of an entity subject to NISG 2026, any appropriate additional security, cooperation and evidence obligations shall be agreed separately in writing. Any additional effort incurred by Widder as a result shall be charged separately in accordance with the applicable rates.

Responsibility for regulatory compliance: Responsibility for compliance with the statutory, regulatory or industry-specific requirements applicable to the Customer – in particular the Austrian Data Protection Act (DSG) and the GDPR, NISG 2026 (implementing the NIS2 Directive), Regulation (EU) 2022/2554 (DORA), ISO/IEC 27001 and – for Customers established in or active in Germany – the relevant German requirements (such as the BDSG and BAIT) or comparable requirements – shall remain with the Customer and shall not pass to Widder. Widder shall perform the agreed services in accordance with the state of the art and shall support the Customer within the agreed scope of services in fulfilling these requirements; however, Widder shall not owe legal advice and shall assume no warranty for the Customer's regulatory compliance or fitness for certification. Assessment of which requirements apply to the Customer and whether the services procured are sufficient to fulfil them shall be the Customer's responsibility, and the Customer shall, where necessary, obtain its own legal advice for this purpose.

5.11 Security Baselines and Security Standards

Widder shall be entitled to communicate to the Customer recommended security standards and baselines (e.g. multi-factor authentication, conditional access and Defender policies, system hardening and requirements based on established benchmarks such as the Microsoft Secure Score). If the Customer deviates from or does not implement these baselines or recommendations, Widder shall be entitled to document such deviation. Responsibility for the resulting risks and for any resulting security incidents and damage shall remain with the Customer; item 9 shall apply mutatis mutandis.

5.12 Customer Security Cooperation Obligation

The Customer acknowledges that the effectiveness of security measures depends materially on implementation of Widder's recommendations. The Customer shall be expected to implement security-relevant recommendations issued by Widder in writing or in a traceable form (e.g. in reports, tickets or minutes) – such as activation of multi-factor authentication (MFA), installation of security updates or modification of insecure configurations – within a reasonable period. If the Customer fails to implement recommended measures or delays their implementation, Widder shall, to the extent permitted by law, not be liable for security incidents, damage or consequential loss that would have been avoidable if the recommendation had been implemented. This shall not apply in cases of intent or gross negligence on the part of Widder; item 9 shall apply mutatis mutandis.

5.6 Managed Detection & Response (MDR) und Security Operations

To the extent that Widder provides services for the detection of and response to security incidents (e.g. Managed Detection & Response, Security Operations Center, SIEM-based monitoring), detection, alerting and response shall take place in accordance with the agreed scope of services as well as the agreed service hours and response times (SLA). Widder shall not owe uninterrupted or complete detection of all threats and no success in the sense of preventing every security incident; the effectiveness of detection shall depend on the available data sources, the Customer's cooperation and the state of the art. Widder shall be liable for damage arising from threats that are not detected, not detected in time or not handled outside the agreed service hours only in accordance with the agreed SLA; item 4.1 (monitoring) and item 9 shall apply mutatis mutandis.

5.7 Operational-Technology-Security (OT-Security)

If Widder provides security services for operational and production technology (Operational Technology, OT), industrial control systems (ICS/SCADA) or comparable environments, this shall require a separate written agreement on the scope of services, depth of review and intervention, maintenance windows and emergency processes. The Customer shall ensure that the affected OT systems are properly documented, have functioning fallback and backup measures, and that interventions take place only within agreed time windows. Widder shall be liable for damage resulting from interventions in OT environments – in particular production outages, physical damage or impairments of system availability – only in cases of intent or gross negligence and only insofar as the Customer has fulfilled the above cooperation and safeguarding obligations; item 9 shall apply mutatis mutandis.

VI. Brokerage of Third-Party Licences and Cloud Resources

- 6.1 As an authorised partner and/or Cloud Solution Provider (CSP), Widder brokers and/or sells software licences, subscriptions and cloud resources of third-party providers (e.g. Microsoft 365, Microsoft Azure, as well as products of other manufacturers) to the Customer.
- 6.2 In addition to these GTC, the licence, use and service terms of the respective manufacturer (e.g. Microsoft Customer Agreement, Microsoft Product Terms), as amended from time to time, shall apply to the respective products. The Customer undertakes to comply with these terms. In the event of any conflict between the manufacturer's terms and these GTC, the manufacturer's terms shall prevail with regard to the respective third-party product.
- 6.3 Widder shall not be liable for service restrictions, outages, changes in functionality or price changes caused by the respective manufacturer or cloud provider. Any service level agreements of the manufacturer (e.g. Microsoft SLA) shall apply directly between the manufacturer and the Customer; upon request, Widder shall assist the Customer in asserting such claims.
- 6.4 Depending on the product, billing shall be based on subscriptions (monthly or annually), usage-based billing (pay-as-you-go) or a one-time purchase. The applicable billing modalities and minimum terms shall be set out in the offer or the order.
- 6.5 The Customer acknowledges that manufacturers may make changes to products, licensing models, prices or terms of use at any time. Widder shall inform the Customer of any material changes that become known to it. Price adjustments by the manufacturer shall be passed on to the Customer.
- 6.6 Upon termination of the contractual relationship or of individual subscriptions, the Customer shall itself be responsible for the timely backup and migration of its data. Upon expiry of the subscription, the Customer's right to use the respective software or cloud service shall cease.
- 6.7 At the Customer's request, Widder shall additionally undertake the registration, setup, management and ongoing administration of third-party licences, subscriptions and cloud resources (e.g. Microsoft 365, Adobe and products of other manufacturers) on the respective manufacturer and provider portals. To that extent, the Customer authorises Widder to carry out the acts required for this purpose in its name and for its account, in particular to place orders, assign or withdraw licences and accept the necessary manufacturer or provider terms for the Customer. These management and administration services are not covered by the passed-through licence or manufacturer price; Widder shall be entitled to charge a separate fee for them in accordance with its applicable rates or the agreed offer.
- 6.8 Compliance with the manufacturer's licence terms (item 6.2) and the correct licensing of the products used shall be the responsibility of the Customer. Widder shall not be liable for the Customer being under-licensed or over-licensed, nor for the consequences thereof – in particular additional claims, back payments, contractual penalties or other claims arising from a licence audit by the manufacturer (e.g. Microsoft, Adobe, VMware) – insofar as these are based on information provided by or attributable to the Customer (in particular information on user numbers, products used or system environments), on changes made independently by the Customer to the licensing or system configuration, or on use not coordinated with Widder. If Widder undertakes licence administration pursuant to item 6.7, this exclusion of liability shall apply only insofar as the under-licensing or over-licensing is not based on a breach of duty attributable to Widder within the scope of the commissioned services. Any further liability of Widder shall be excluded to the extent permitted by law; item 9 shall apply mutatis mutandis.

VII. Cloud and Hybrid Services (Internet-Based IT Infrastructure)

- 7.1 Widder provides cloud and hybrid services, in particular the planning, migration, operation and maintenance of cloud infrastructures (IaaS, PaaS, SaaS) as well as hybrid IT environments combining on-premises and cloud components.
- 7.2 Responsibility for the security and operation of the cloud environment is shared between the cloud provider (e.g. Microsoft Azure), Widder and the Customer. As a general rule:
- a) The cloud provider is responsible for the physical infrastructure, the network infrastructure and platform security.
 - b) Within the scope of a Managed Services agreement, Widder is responsible for the configuration, monitoring, patch management and security of the cloud services and virtual systems used by the Customer, in accordance with the agreed scope of services.
 - c) The Customer is responsible for the content, data, access rights and compliance with internal compliance requirements, as well as for the proper use of the services provided.

The precise allocation of responsibilities shall be set out in the respective service description or SLA.

Usage-based fees (consumption) for resources provided by the cloud provider – in particular under consumption-based models (e.g. Microsoft Azure, pay-as-you-go) – shall be borne by the Customer. This shall also apply to increased usage or cost spikes resulting from the Customer's usage behavior, load or access peaks, improper use, misuse of access credentials or attacks by third parties (e.g. denial-of-service, compromised accounts), unless the cause lies within Widder's area of responsibility pursuant to item 7.2 lit. b. Widder shall not owe monitoring of cost consumption or limitation of the cloud costs incurred unless cost monitoring or the setup of consumption or spending limits has been expressly agreed in writing as a service. To the extent permitted by law, Widder's liability for such usage-related costs shall be excluded; item 9 shall apply mutatis mutandis.

Use of subcontractors: Widder shall be entitled to use subcontractors for the performance of its services and – where personal data is processed – sub-processors, in particular the providers of the underlying cloud and platform services (e.g. Microsoft for Azure and Microsoft 365). Widder shall remain responsible for the contractual performance of the services owed by it and shall select subcontractors with due care. The use of sub-processors shall, for data protection purposes, be governed exclusively by the data processing agreement (item 13.4 or Chapter XIII) and the requirements of Art. 28 GDPR; its provisions – in particular with regard to approval, information and objection – shall prevail in data protection matters.

- 7.3 Any delivery periods for goods or performance periods for services communicated by Widder are non-binding unless expressly agreed as a "fixed date". In the event of delay by Widder, withdrawal from the contract shall be permissible only after the Customer has set a reasonable grace period in writing, which must in any case be at least four weeks, and – except in cases of intent or gross negligence, which must be proven by the Customer – only to the exclusion of claims for damages.
- 7.4 In the case of orders comprising several units or programs, Widder shall be entitled to make partial deliveries and to issue partial invoices.
- 7.5 **Internet and connectivity services:** Widder provides internet and connectivity services in accordance with the respective service description, in particular internet connections via fiber optic infrastructure with the agreed bandwidths, as well as optional additional services such as firewall services and ongoing monitoring. Unless a specific availability (SLA) has been expressly agreed in writing, the services shall be provided without any guaranteed availability. Liability for disruptions, interruptions or bandwidth fluctuations outside Widder's sphere of influence – in particular in the area of upstream network operators or public infrastructure – shall be excluded. The provisions regarding force majeure set out in item 1.6 shall remain unaffected.

7.6 **Colocation and housing:** Widder offers the accommodation of customer-owned hardware (colocation/housing) in access-restricted, certified data centres, including power supply, air conditioning and network connectivity, in accordance with the respective service description. The Customer remains the owner of the hardware brought in and is solely responsible for its configuration, maintenance, insurance and the data processed on it. Access to the premises shall be granted only upon prior registration and in accordance with the security and access regulations of Widder or the respective data centre operator. In the event of payment default, and after an unsuccessful reminder and the setting of a reasonable grace period, Widder shall be entitled temporarily to restrict access to the hardware brought in; the right of retention and the provisions on retention of title shall remain unaffected. The Customer shall be obliged to adequately insure the hardware brought in at its own expense. To the extent permitted by law, Widder shall not be liable for damage to or loss of the hardware brought in or the data stored on it caused by fire, smoke, water, power outages or fluctuations, overvoltage, burglary, theft, vandalism, sabotage or force majeure events (item 1.6). This exclusion of liability shall not apply in the event of intent or gross negligence on the part of Widder, nor to the extent that damage is based on a breach of a duty assumed by Widder under the service description (e.g. guaranteed power supply, air conditioning or access protection); in all other respects, item 9 shall apply mutatis mutandis.

VIII. Warranty / Liability in the Purchase of Goods

- 8.1 The Customer shall be obliged to inspect each delivery immediately upon receipt with regard to completeness and freedom from defects. Notices of defects must be communicated to Widder in writing without delay, but no later than two working days after receipt of the delivery. The Customer shall bear the risk of transmission of the notice of defects.
- 8.2 The warranty period shall be 12 months from delivery. Claims for damages by the Customer shall likewise become time-barred within the absolute period of 12 months from delivery. Warranty claims and/or claims for damages must be asserted in court within the 12-month period.
- 8.3 In the event of a defect notified in due time and in writing, the defective goods shall, at Widder's option, be replaced or repaired free of charge, provided that the defect was not caused by improper use. No further claims shall exist, and in particular Widder shall assume no further liability for any loss or damage (including loss of profit) suffered by the Customer. Widder shall have priority with regard to repair or replacement. The Customer's right to a price reduction or rescission shall arise only if two attempts at repair or replacement have failed or if Widder refuses repair or replacement or does not carry it out within a reasonable period. Mandatory statutory warranty rights of the Customer shall remain unaffected.
- 8.4 In any case, Widder's liability shall be limited in amount to the value of the goods delivered in respect of which a defect exists.

IX. Warranty / Liability in Software Creation, Programming, Interventions in IT Systems and Other Services

- 9.1 The Customer acknowledges that, according to the state of the art, software cannot be created completely free of errors. Accordingly, a defect in software programmed or otherwise adapted by Widder which entitles the Customer to warranty and/or damages shall exist only if the software deviates from the specifications provided by the Customer and such deviation is reproducible under test conditions. In the case of amendments or additions to an existing program, the warranty/liability shall relate only to the amendment or addition. The warranty/liability for the original program shall not revive as a result.
- 9.2 Defects subject to warranty shall be remedied by repair or re-creation within a reasonable period. Rescission or price reduction shall be excluded and shall not be owed by Widder. By way of damages, the Customer shall only be entitled to demand restitution in kind. Any further claims for damages, in particular for loss of profit, shall be excluded. In any event, Widder's liability shall be limited in amount to the value of the contract sum of the agreement in respect of which Widder is liable. Liability for slight negligence shall be excluded.
- 9.3 The warranty period shall be 12 months from acceptance of the service in accordance with item 3.5. Claims for damages shall become time-barred within the absolute period of 12 months from acceptance. Warranty claims and/or claims for damages must be asserted in court within the 12-month period.
- 9.4 Widder shall have no liability if the defect occurred due to changes to the system configuration not made by Widder after installation and commissioning.
- 9.5 Widder shall not be liable for errors, malfunctions or damage caused by improper operation, modified operating system components, interfaces and parameters, the use of unsuitable organisational resources and data carriers where such are prescribed, abnormal operating conditions (in particular deviations from the installation and storage conditions) or transport damage for which Widder is not responsible.
- 9.6 Any liability of Widder shall cease for programs subsequently modified by the Customer's own programmers or by third parties.
- 9.7 Widder shall not be liable, nor assume any warranty, that the service ordered/commissioned by the Customer (hardware, software, servers, etc.) will work together with the system existing at the Customer's premises; this shall not apply if the Customer uses standard software or Widder has expressly guaranteed the functionality in the individual case.
- 9.8 Without prejudice to the order-specific limitations above (items 8.4 and 9.2), the total liability of Widder for gross negligence arising from and in connection with a contractual relationship shall, to the extent permitted by law, be limited per contractual relationship and per damaging event to the fees actually paid by the Customer under that contractual relationship in the twelve months preceding the event giving rise to the damage, but in no event to more than the sum insured under the cyber and public liability insurance maintained by Widder at the time of the damaging event. If the contractual relationship has existed for less than twelve months, the fees paid during the contractual period to date shall be extrapolated to a twelve-month amount. This cap shall apply in the aggregate to all claims within one contract year.

9.8a. Customer Information, Notification and Cooperation Obligations (Cyber Risk and Insurance)

(1) Before conclusion of the contract and on an ongoing basis during the term of the contract, the Customer shall provide Widder fully and accurately with all circumstances material to the assessment, management and insurance of cyber and security risk. This includes in particular:

- a) security incidents, data breaches, compromises or system outages known to or suspected by it;
- b) attacks and attempted attacks, unauthorised access, intrusion attempts, malware, ransomware or phishing findings;
- c) lost or discovered removable data carriers (e.g. USB sticks, "USB drop" finds), lost or stolen end devices, as well as successful or attempted social-engineering incidents;
- d) vulnerabilities known to it, security updates not installed, end-of-life systems, and disabled or bypassed security measures (e.g. disabled multi-factor authentication or protective software);

e) previous cyber incidents and previous refusals, terminations or limitations of the Customer's cyber or liability insurance coverage;

f) material changes to its IT environment or its risk profile.

(2) The Customer shall notify any new or newly discovered circumstances pursuant to paragraph (1) without delay after becoming aware of them. In particular, the Customer shall not ignore or conceal from Widder any incidents, warnings or threat indications known to it. The Customer's notification and cooperation obligations under Chapter V (in particular regarding security incidents and the implementation of security-relevant recommendations) shall remain unaffected and shall apply additionally.

(3) The Customer shall cooperate in fulfilling the obligations arising under the cyber and public liability insurance maintained by Widder, in particular in the notification, preservation of evidence and forensic investigation of an incident, insofar as this is reasonable for the Customer and necessary to maintain the insurance cover.

(4) If the Customer culpably breaches an obligation under paragraphs (1) to (3), the following shall apply, to the extent permitted by law:

a) To the extent that the breach has wholly or partly caused the occurrence or the amount of a loss, Widder's liability shall be reduced accordingly or eliminated (Section 1304 ABGB).

b) To the extent that the breach has caused or contributed to the loss, reduction, delay or denial of Widder's insurance cover, the Customer shall indemnify and hold Widder harmless with respect to the uncovered portion and with respect to any resulting third-party claims, fines, and legal prosecution and defence costs.

c) If information provided by the Customer regarding its risk profile proves materially incorrect or incomplete, Widder shall be entitled to suspend or restrict the affected services or reasonably adjust the contractual terms and remuneration for the future; this shall not give rise to any claim for damages or default by the Customer.

(5) The Customer shall bear the burden of proof for proper information and cooperation with respect to circumstances within its sphere (Section 1298 ABGB). Mandatory statutory liability pursuant to item 9.9 and the consumer protection provisions pursuant to item 9.10 shall remain unaffected; with respect to consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the foregoing provisions shall apply only to the extent permitted under Sections 6 and 9 KSchG.

9.9 Mandatory statutory liability shall remain unaffected by the foregoing limitations of liability. This applies in particular to liability for intent and gross negligence, for injury to life, body or health (personal injury), and to liability under the Product Liability Act (PHG). To the extent that liability for slight negligence is not in any event permissibly excluded, it shall be limited in amount to the typical and foreseeable contractual damage.

9.10 With respect to consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the foregoing limitations of liability and warranty shall apply only to the extent permitted under Section 6 KSchG, Section 9 KSchG and the VGG; mandatory consumer protection provisions shall prevail.

X. Payment Terms

10.1 Unless expressly agreed otherwise with the Customer, invoices issued by Widder shall be due within ten days of receipt of the invoice.

10.2 In the case of orders comprising several units (e.g. programs and/or training courses, phased implementations, delivery of goods, etc.), Widder shall be entitled to issue separate invoices after delivery of each individual unit or service.

10.3 If the Customer defaults on payment, Widder shall be entitled to suspend ongoing work and withdraw from the contract. All associated costs, as well as lost profit, shall be borne by the Customer. In the event of payment default, default interest at a rate of 8% p.a. above the applicable base interest rate shall be payable regardless of fault, together with any further claims for damages. The relevant base interest rate shall be the one applicable on the first calendar day of the respective half-year (currently 1.53% as of 1 January 2026).

10.4 Set-off by the Customer against claims of Widder with claims other than those expressly acknowledged by Widder or finally adjudicated in favour of the Customer, as well as any rights of retention of the Customer, shall be excluded. With respect to consumers within the meaning of the Austrian Consumer Protection Act (KSchG), this exclusion shall apply only to the extent permitted under Section 6 para. 1 no. 8 KSchG; the consumer's right to set off a counterclaim that is legally connected, acknowledged by Widder or established by a court, as well as the right of retention in the event of Widder's insolvency, shall remain unaffected.

10.5 Objections to invoiced claims must be raised by the Customer in writing within 10 days from the invoice date. If the Customer raises no objections within this period, the invoice data shall be deemed approved; this shall not apply if an error in the invoice was not recognisable to the Customer within that period despite a reasonable review and the Customer raises the objection without delay after becoming aware of it. With respect to consumers within the meaning of the Austrian Consumer Protection Act (KSchG), this fiction of approval shall apply only if the consumer was specifically informed at the beginning of the period of the significance of their conduct and was granted a reasonable period to respond (Section 6 para. 1 no. 2 KSchG). Statutory claims of the Customer, in particular claims for reimbursement of amounts not actually owed, as well as mandatory consumer rights, shall remain unaffected.

10.6 Any court costs incurred by Widder in asserting or enforcing claims against the Customer shall be borne by the Customer in the amount actually incurred. The Customer shall also pay Widder, as a lump-sum reimbursement of collection costs and expenses, an amount equal to 15% of the outstanding sum for extrajudicial collection costs.

10.7 Widder shall be entitled to charge for services at the end of each month for that month. For hosting activities (in particular Chapter XV below), Widder shall be entitled to invoice the fee monthly in advance on the first day of each month for the entire month.

XI. Retention of Title

- 11.1 Goods delivered by Widder shall remain the property of Widder until all claims, including all interest and default interest, have been fully satisfied by the Customer.
- 11.2 During the retention-of-title period, the Customer shall not be permitted to transfer or encumber the goods in any way in favour of third parties.
- 11.3 If the Customer defaults on payment, Widder shall be entitled to demand surrender of the goods without having to withdraw from the contract. Widder shall be entitled, at its discretion, to realise the goods and to apply the proceeds to the outstanding claims. Any remaining surplus proceeds shall be paid out to the Customer. The Customer shall bear the costs of repossession and realisation of the goods.
- 11.4 In the event of third-party access to goods subject to retention of title – in particular by attachment – the Customer shall be obliged to point out Widder's ownership and to notify Widder in writing without delay.

XII. Copyright, Rights of Use and Distribution Rights

- 12.1 All copyrights (programs, documentation, etc.) in the agreed services shall belong to the Customer and/or its licensors. Upon payment of the agreed remuneration, the Customer shall receive the right to use software programmed by Widder exclusively for its own purposes, only on the hardware specified in the contract, and only to the extent of the number of licences acquired.
- 12.2 The making of copies for archiving and backup purposes shall be permitted to the Customer provided that the software does not contain any express prohibition by the licensor or third parties and that all copyright and proprietary notices are transferred unchanged to such copies.
- 12.3 If disclosure of the interfaces is necessary in order to achieve interoperability of the software created, the Customer must commission Widder to provide such disclosure against reimbursement of costs. If Widder does not comply with this request and decompilation is carried out in accordance with copyright law, the results may be used exclusively for the purpose of achieving interoperability.
- 12.4 To the extent that Widder uses, provides or integrates open-source software within its services, the respective open-source licence terms (e.g. GPL, LGPL, MIT, Apache) shall apply additionally to, and shall take precedence over, these GTC in relation to the relevant component. These licence terms shall apply directly between the respective licensor and the Customer. Widder shall not assume any warranties or guarantees for open-source components beyond those provided under the respective open-source licence; in particular, any warranty and liability exclusions provided for in the relevant licence shall apply. Upon request, Widder shall identify the open-source components used and the licence terms applicable to them. Any liability of Widder beyond the scope of the respective open-source licence shall exist only in accordance with item 9.

XIII. Data Protection

- 13.1 Widder is subject to telecommunications secrecy pursuant to Section 161 TKG 2021 and to the confidentiality and security obligations under data protection law pursuant to the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR") and the Austrian Data Protection Act (DSG).
- 13.2 On the basis of the GDPR, the Austrian Data Protection Act (DSG) and the Telecommunications Act 2021 (TKG 2021), Widder undertakes to store, process and disclose master data only within the scope of the provision of services and only for the purposes agreed in the contract.
- 13.3 Widder shall take all technically possible and reasonable measures to protect the stored data within the meaning of the data security provisions of the Austrian Data Protection Act (DSG). Should a third party unlawfully succeed in gaining control over, or further using, data stored by Widder, Widder shall be liable only in the event of intent or gross negligence.
- 13.4 To the extent that Widder processes personal data on behalf of the Customer in the course of providing services (in particular in connection with Managed Services, backup, cloud, hosting and security services), the parties shall conclude a data processing agreement (DPA) pursuant to Art. 28 GDPR, which shall be attached as an annex to this agreement and shall take precedence in matters of data protection. Widder shall implement appropriate technical and organisational measures within the meaning of Art. 32 GDPR.
- 13.5 Information to data subjects pursuant to Arts. 13 and 14 GDPR shall be provided in Widder's privacy notice, which is available at <https://www.widder.at/privacy-policy>. Any transfer to a third country shall take place only on the basis of a permissible transfer mechanism pursuant to Art. 44 et seq. GDPR (in particular standard contractual clauses).

XIV. Confidentiality / Non-Solicitation

- 14.1 All documents and materials used for the preparation of offers and information or relating to the production process, which Widder sends or hands over to the Customer, constitute trade secrets of Widder and may not be made accessible to third parties.
- 14.2 The Customer shall refrain, for a period of twelve months after termination of the respective contract, from any direct or indirect solicitation or employment, whether directly or through third parties, of employees (employees, freelance service providers, contractors, etc.) of Widder or of any company affiliated with Widder, who have worked on the implementation of a service contract concluded with the Customer (including hosting activities).
- 14.3 If the Customer breaches this provision, it shall be obliged to pay a contractual penalty irrespective of fault in the amount of six gross monthly salaries of the employee concerned. The amount of six gross monthly salaries reflects the fact that the employees concerned are highly qualified IT specialists whose replacement is difficult on the labour market due to

the continuing shortage of skilled workers and is possible only with considerable time and cost. In particular, the specific qualifications and certifications of these employees, the substantial onboarding effort, and the increased, cost-intensive compliance and security requirements in the IT sector must be taken into account. The parties therefore consider the agreed amount to be objectively justified and reasonable compensation for the damage and expense typically incurred. Widder may assert any further damage at any time. With respect to consumers within the meaning of the Austrian Consumer Protection Act (KSchG), the right to judicial moderation of the contractual penalty pursuant to Section 1336 para. 2 ABGB in conjunction with Section 6 para. 1 no. 15 KSchG shall remain unaffected.

XV. (Web) Hosting

15.1 Scope of Services

- a) Widder shall provide the Customer with an operational dedicated computer system (server hardware and operating system software) or storage space on a virtual server in accordance with these GTC, as further specified in the order or the associated service description. The dedicated or virtual server shall be available to the Customer for use to the agreed extent. Widder reserves the right to provide the Customer with a computer system comparable to the reference model specified in the order form. Where feasible for Widder without additional effort or cost, the Customer's wishes shall be taken into account. However, the Customer shall have no claim to the provision of any specific server hardware.
- b) Where a specific capacity is stated in the order form, price list or service description, such capacity shall apply to the total storage space available under the agreement on the dedicated or virtual server and shall also serve, among other things, to store internet server log files or to enhance data security by means of disk mirroring. The Customer may use only the agreed storage capacity. Should any reduced performance, data loss, delays or similar effects result from exceeding that capacity, Widder shall in any event not be liable therefor.
- c) After completion of the installation, Widder shall notify the Customer by e-mail or fax that the system is ready for operation. Acceptance shall be deemed to have taken place if the Customer does not notify material defects within one week after notification of operational readiness or does not enable or refuses acceptance.
- d) In the event of hardware failure, Widder shall provide defective components free of charge, including installation, as well as restoration of the system with the complete operating system configuration as in the initial setup and restoration of the data from the latest backup. Widder shall endeavour to ensure rapid handling. However, Widder shall be entitled to charge remuneration for the restoration services in accordance with the applicable rates for other services, insofar as the failure is attributable to the Customer's sphere.
- e) The Customer shall have no rights in rem in the server and no right of access to the premises in which the server is located.

15.2 Possible Restrictions

- a) With web hosting products, disruptions in the availability of the services offered may occur. Widder shall exercise due care to maintain the technical systems within its sphere of influence, in particular the operational readiness of the server and its connection to the internet. Nevertheless, except in cases of intent or gross negligence, Widder shall not be liable for uninterrupted and error-free functioning of the services or for the retention of stored data under all circumstances. Under no circumstances may the Customer derive rights against Widder from brief interruptions or disruptions of the technical systems. To prevent interruptions, disruptions, hardware failures and similar events, the Customer shall create a backup of the server system data once a week. Widder shall take all technically and economically reasonable measures to protect stored data against unauthorised access. Unless Widder intentionally or with gross negligence disregards the care incumbent upon it, claims for damages resulting from unlawful access to stored data shall be excluded.
- b) In cases of force majeure, strikes, restrictions on the capacities of network operators, or repair and maintenance work, restrictions or interruptions in the provision of services may occur. Widder shall not be liable in such cases.
- c) Widder shall endeavour, where possible, to announce maintenance work or changes to the server in writing, by fax or by e-mail, at least five days in advance if the maintenance activity or change is expected to lead to an outage of availability or if prior notice otherwise appears necessary. Outages during necessary maintenance or repair work and outages during agreed maintenance windows shall not give rise to claims by the Customer against Widder, unless Widder caused the maintenance or repair through intentional or grossly negligent conduct.

15.3 Term of Contract

- a) Contracts relating to web hosting shall be concluded for an indefinite period. Unless another minimum contractual commitment has been agreed, such commitment shall be twelve months. After expiry of this minimum contractual commitment, either party may terminate the contractual relationship in writing by giving three months' notice with effect as of the end of a quarter. The postmark date shall be decisive for compliance with the termination deadline.
- b) Compliance with the agreed payment dates is an essential condition for Widder's performance of the services. In the event of payment default, and after an unsuccessful reminder in writing or electronically, granting a grace period of two weeks and threatening service interruption or termination, Widder shall, at its discretion, be entitled to interrupt the service or terminate the continuing obligation relationship with immediate effect.
- c) All cases of justified immediate termination, interruption or shutdown of the services for reasons attributable to the Customer's sphere shall be without prejudice to Widder's claim to remuneration for the contractually agreed term up to the next possible termination date and to the assertion of claims for damages.

- d) The Customer is expressly advised that, upon termination of the contractual relationship, Widder shall no longer be obliged to continue the agreed services. Widder shall therefore be entitled to delete stored or retrievable content data. Timely and regular retrieval, storage and backup of such content data shall therefore be the sole responsibility of the Customer. Consequently, the Customer may derive no claims whatsoever against Widder from lawful deletion.

15.4 Software

- a) The Customer may not install, use or otherwise employ on the server any software other than that made available to it under this agreement, unless separately agreed in writing. In the event of breaches, the Customer shall indemnify and hold Widder harmless.
- b) Widder reserves the right to deactivate already installed software at short notice and without prior announcement if it endangers operational or data security. The Customer shall be informed thereof in writing (e-mail shall suffice).
- c) In any case, the Customer shall also ensure that the programs it uses do not cause any disruptions. Disruptions impairing Widder's facilities or services shall entitle Widder to immediate termination of the contract and to interruption or shutdown of the services.

15.5 Data Backup by the Customer

- a) The Customer shall be obliged to back up regularly, at least once daily, all files and software settings to which it has access and to keep such backups up to date at all times; backup copies must in any event be created before any change is made by the Customer and in any case in due time before maintenance work announced by Widder. This shall also apply if and to the extent that Widder has undertaken to create backups. The Customer's backup copies must not be stored on the server.

15.6 Customer Responsibility for Content and Use

- a) The Customer undertakes not to set up, operate or store on the provided webspace any unlawful, immoral, sexually offensive, unethical or otherwise impermissible content, in particular any content protected by copyright without authorisation, and also not to set up, operate or store any file-sharing services, open mail relays, spam or phishing infrastructure, malware distribution or any other abuse-prone services. If such undesirable content exists, Widder shall inform the Customer by e-mail and request, setting a reasonable period, that such content be removed or caused to be removed. The assessment of whether stored content is immoral, sexually offensive, unethical or otherwise impermissible shall be at the discretion of Widder. If the Customer does not comply with this request in due time, Widder shall be entitled to block access to the Customer's pages without further notice or period. If unlawful content is present, Widder shall be entitled to block the hosted site without prior notice and without observing any periods. Widder shall notify the Customer of any block by e-mail. Breach of these obligations shall also entitle Widder to immediate termination of the contract.
- b) Widder has no influence on the data stored by the Customer on the webspace. The Customer shall bear sole liability for the stored content. Any liability of Widder shall be excluded. Widder shall have no duty to examine the data stored on the Customer's webspace for unlawful content. Widder shall be entitled, but not obliged, to block the Customer's access to the hosted site and/or delete incriminated data if a breach of laws, public order and safety, or morality is to be expected or exists. In particular, if Widder is notified by third parties of unlawful content, Widder shall be entitled to block the hosted site immediately and without prior notice or compliance with any periods. Widder shall notify the Customer by e-mail in the event of a block. The Customer undertakes to indemnify and hold Widder harmless against all claims arising from non-compliance with the obligations under item 15.6. Breach of these obligations shall also entitle Widder to immediate termination of the contract.
- c) The Customer shall be unconditionally obliged to secure its connection, end devices and access credentials against unauthorised access. This obligation shall apply to all services provided by Widder. The Customer shall keep its access credentials and passwords confidential and protect them against third-party access. The Customer shall be liable for all fees and damages resulting from use of its connection or its access credentials, even if such use is made by third parties, unless Widder is responsible for the misuse. The Customer acknowledges that storing passwords, access credentials and other secret information on the hard disk of a PC is not secure. The Customer further acknowledges that viruses, Trojan horses or other components may be transferred to its end device when retrieving data from the internet, which may adversely affect its data or lead to misuse of its access credentials. The Customer also acknowledges that this may be caused by hackers. Widder shall be liable for damage resulting from the foregoing only in cases of intent or gross negligence.

XVI. Final Provisions

- 16.1 Should individual provisions of these GTC be or become invalid or unenforceable, the remaining provisions shall remain unaffected. In place of the invalid or unenforceable provision, a valid and enforceable provision shall apply that comes closest to the intent of the invalid or unenforceable provision. The same shall apply mutatis mutandis in the event of any gaps.
- 16.2 The place of performance for all claims arising from a contractual relationship shall be Vienna. All disputes arising out of or in connection with a contract concluded between Widder and the Customer and/or these GTC shall, insofar as Widder is the defendant, be decided exclusively by the court having subject-matter jurisdiction for Vienna's 1st district. Insofar as the Customer is the defendant, the court having subject-matter jurisdiction for Vienna's 1st district or, at Widder's option, the court at the Customer's registered office (or place of residence in the case of natural persons) shall have jurisdiction for the above disputes.
- 16.3 These GTC and all contracts concluded between Widder and the Customer shall be governed exclusively by Austrian law, excluding its conflict-of-law rules and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 16.4 Term and termination of continuing services: Unless otherwise agreed in the individual contract, the service description or the respective Service Level Agreement, continuing services (in particular Managed Services, cloud, hosting and backup services) shall be subject to a minimum contract term of twelve months from the start of performance. The contractual relationship shall automatically renew for further periods of twelve months unless terminated in writing by either party with three months' notice as of the end of the respective term. The right of both parties to terminate for cause shall remain unaffected; cause for Widder shall in particular exist in the event of significant payment default by the Customer, the opening of insolvency proceedings over the Customer's assets, or a serious breach of contractual obligations. Terminations must be made in writing; transmission by e-mail shall suffice. With respect to consumers within the meaning of the Austrian Consumer Protection Act (KSChG), binding and renewal periods shall apply only to the extent permitted under Section 6 para. 1 no. 1 KSChG. The provisions on exit management and data return (item 16.5) shall remain unaffected.
- 16.5 Exit management and data return: Upon termination of continuing services (in particular Managed Services, cloud, hosting and backup services), Widder shall make the Customer's data available for export within a reasonable handover period in a common, structured and machine-readable format and shall support the Customer, within the agreed scope, in an orderly migration. Exit management and data handover services are not covered by the ongoing contractual remuneration; any effort incurred in this connection shall be borne by the Customer separately in accordance with Widder's applicable rates. After complete return or export, Widder shall delete the Customer's personal data in accordance with Art. 28 para. 3 lit. g GDPR and shall confirm deletion in writing upon request, unless statutory retention obligations prevent this. Mandatory switching and portability rights under the Data Act (Regulation (EU) 2023/2854) as well as any exit requirements under Art. 30 DORA shall remain unaffected.
- 16.6 Export control and sanctions: The Customer warrants compliance with the applicable national and international export control, embargo and sanctions regulations (in particular of the EU, the Republic of Austria, the United Nations and, where applicable, the USA). In particular, the Customer undertakes not to use, transfer or dedicate the services, products and technologies obtained from Widder, whether directly or indirectly, in violation of such regulations or for any prohibited end use (e.g. armaments-, nuclear- or weapons-related purposes), and not to make them available to sanctioned persons, organisations or territories or use them for their benefit. The Customer shall indemnify and hold Widder harmless against all claims, fines and disadvantages resulting from a breach of these regulations attributable to the Customer. Widder shall be entitled to suspend or refuse services where their provision would violate export control, embargo or sanctions regulations or where Widder is exposed to a corresponding justified suspicion; no claim for damages or default shall arise for the Customer as a result.
- 16.7 For contracts with consumers within the meaning of the Austrian Consumer Protection Act, the provisions of these GTC shall apply only to the extent that the Austrian Consumer Protection Act does not mandatorily provide otherwise.