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General Terms and Conditions of Purchase HFO Health Facility Operations Services GmbH

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1. Scope

1.1. These General Terms and Conditions of Purchase ("**GTC**") apply to all agreements for deliveries and/or services (each an "**Order**") made by (i) HFO Health Facility Operations Services GmbH (FN 560690w) ("**HFO**"), (ii) a company currently or in the future directly or indirectly affiliated with HFO (within the meaning of Section 189a (8) of the Austrian Commercial Code (UGB)) or (iii) a company with which HFO has concluded an operating/management agreement, with suppliers or service providers (each a "**Contractor**").

1.2. Insofar as an order is placed by a company affiliated with HFO or by a company with which HFO has a valid operating agreement, these GTC shall apply to the order in question and all references in these GTC to HFO shall be understood as references to the respective company. The only party to the contract for the Contractor is the legal entity in whose name an order was placed. The Contractor shall have no rights or obligations towards other legal entities, in particular other companies affiliated with HFO or third parties, unless otherwise agreed in individual cases.

1.3. General terms and conditions or contract forms of the contractor, provisions of a legal nature in offers, order confirmations or other documents or communications from the contractor, as well as deviations from an order, shall have no effect unless expressly recognised in writing by HFO in individual cases. This shall apply in particular if the contractor refers to such terms and conditions or provisions in order confirmations, delivery notes, invoices or similar documents and HFO does not object to this.

2. Offer, order, written form

2.1. Offers or cost estimates made by the contractor are free of charge, unless otherwise agreed in writing. Unless expressly stated otherwise in the contractor's respective offer or cost estimate, these shall be deemed binding.

2.2. Orders and changes or additions to orders shall – subject to clause2.3.2 – only be valid in writing. Verbal agreements require written confirmation by HFO to be legally effective.

2.3. In the case of a legally binding offer to conclude a contract by HFO, an order shall be concluded as follows:

2.3.1. HFO shall remain bound by offers to conclude an order for a period of five (5) working days from the date of dispatch of the offer.

2.3.2. The order is concluded by the contractor's unconditional and timely written confirmation (order confirmation) of HFO's offer or by the contractor's timely commencement of the actual performance of the service in accordance with HFO's offer.

2.3.3. If the declaration of acceptance is received by HFO after the binding period has expired, HFO shall be entitled to decide at its own discretion whether it still wishes to be bound by the offer or whether it rejects the order.

2.3.4. By accepting HFO's offer within the meaning of point2.3.2 , the contractor agrees to the validity of these GTC and these GTC become an integral part of the order. In this case, the order is concluded with the content of the offer made by HFO and these GTC.

2.4. In the case of a legally binding offer to conclude a contract by the contractor, an order is concluded as follows:

2.4.1. Unless a different binding period is specified in the contractor's offer, the contractor shall remain bound by its offer for a period of fifteen (15) working days.

2.4.2. The order shall be concluded by HFO's timely written acceptance of the contractor's offer.

2.4.3. If HFO receives the declaration of acceptance after the expiry of the applicable binding period, the contractor must immediately notify HFO in writing whether it still considers itself bound by the offer and whether the order is therefore concluded. The commencement of the actual performance of services shall be deemed to constitute the contractor's consent to the extension of the binding effect until the time of acceptance.

2.4.4. By submitting an offer to HFO, but no later than upon execution of the delivery or commencement of the actual performance of services, the contractor agrees to the validity of these GTC and these GTC shall become an integral part of the order. In this case, the order shall be deemed to have been accepted with the content of the contractor's offer and these GTC.

2.5. In the case of framework agreements or other long-term legal relationships between HFO and the contractor, these GTC shall apply to every order concluded between the contracting parties, even if no express reference is made to them in the individual order.

2.6. The written form within the meaning of these GTC shall be deemed to have been complied with by the transmission of handwritten or electronically signed documents by email or by compliance with a valid EDI agreement.

3. Scope of delivery and services

3.1. The contractor shall provide deliveries and services to the extent specified in the order.

3.2. Changes to services or additional services provided by the contractor shall not be remunerated without the express written consent of HFO, unless otherwise agreed in the order in individual cases.

3.3. Insofar as an order includes the Contractor's obligation to deliver or provide services in connection with medical devices within the meaning of Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices (MDR) or the Austrian Medical Devices Act 2021 (MPG 2021), BGBl I 122/2021, the provisions of the "Supplement – Special Conditions for Medical Devices and Services" shall apply in addition to these GTC.

4. Delivery and performance period, consequences of default

4.1. Unless otherwise expressly agreed in the order, the delivery or service period shall commence on the date on which the order becomes effective. If no delivery or service period has been agreed, the contractor shall deliver or perform without delay, but no later than within seven (7) working days. If, however, a delivery or service period has been agreed in the order, this shall be deemed unalterable.

4.2. A delivery shall be deemed to be on time if the delivery arrives at the place of destination agreed in the order or otherwise specified by HFO before the expiry of the delivery period and HFO obtains full legal and factual power of disposal over the entire scope of delivery ordered (including all documentation, in particular quality certificates and certificates of origin).

4.3. A service shall be deemed to have been provided on time if the service has been provided in full in accordance with the agreement and to the extent agreed upon at the agreed place of performance or at the place of performance otherwise specified by HFO before the expiry of the performance period.

4.4. If the contractor is in default with the delivery or service (or parts thereof), the statutory consequences of default shall apply.

4.5. If the delivery or performance period is stipulated as fixed in accordance with the contractual agreement or the purpose of the delivery or service ordered (fixed-date transaction), HFO shall be entitled, in the event of default, to demand a contractual penalty of 0.5% of the contract price (net) from the contractor for each week of default commenced after expiry of the delivery and performance period, regardless of fault. Clause4.4 of these GTC and the assertion of other statutory or contractual claims, in particular with regard to damages exceeding the contractual penalty, remain unaffected by this.

5. Place of performance, delivery, service, acceptance, defects

5.1. Unless otherwise agreed in the order, the place of performance for deliveries or services shall be the destination specified by HFO (obligation to deliver).

5.2. Unless otherwise agreed in the order, deliveries shall be made on a Delivered Duty Paid (DDP) basis in accordance with INCOTERMS 2020 to the destination specified by HFO.

5.3. The time of delivery or performance and the acceptance (acceptance) of deliveries and services shall be coordinated with HFO. The contractor acknowledges that, unless otherwise agreed, deliveries and services can only be accepted during the regular business hours of the respective legal entity.

5.4. Deliveries shall only be deemed to have been made in full when all (partial) deliveries have been delivered by the contractor to the agreed place of delivery and the relevant (partial) deliveries have been accepted by HFO by countersigning a delivery note from the contractor.

5.5. Reservations of title by the contractor are expressly excluded.

5.6. In the event of defective delivery or performance, the applicable statutory warranty provisions shall apply. However, HFO's obligation to give notice of defects within the meaning of Sections 377, 378 of the Austrian Commercial Code (UGB) is excluded.

5.7. In the event of a defective delivery or service, the contractor is obliged, at the request of HFO, to draw up a list of defects and measures to be taken until the contract has been properly fulfilled. The list of measures must contain the following information: defect, definition, specific or possible causes, and measures necessary for improvement (including deadlines).

6. Software, rights of use; rights to work results

6.1. Insofar as the delivery or service also includes the provision (e.g. sale or licensing) or manufacture of IT infrastructure, software or IT consulting services on the basis of an order, the provisions of the "Supplement – Special Conditions for Software" shall apply in addition to these GTC.

6.2. Any documents and documentation that the contractor creates or procures for HFO in connection with the delivery or performance of software shall become the property of HFO upon acceptance.

6.3. Insofar as the delivery or service also includes work results (excluding software) that are or may be subject to intellectual property rights, such as, in particular, works within the meaning of copyright law, texts, graphics, graphic and conceptual designs, databases, images, photos, layouts, ideas, concepts, plans, logos, sketches, concepts, inventions, ideas, the contractor grants HFO the exclusive, transferable and sublicensable rights of use (including the right to edit) with regard to all currently known and future types of use, unlimited in terms of time, space and content, without separate remuneration. If any third-party materials are used within the scope of the order, the contractor guarantees or warrants that the documents are free of third-party rights and can therefore be used for the intended purpose. If the client is held liable by a third party for such a violation of rights, the contractor shall compensate the client for any disadvantages arising from such a claim by a third party. The contractor undertakes to support the client in defending against any claims by third parties. The contractor shall provide the client with all documents for this purpose without being asked to do so.

7. Special information and due diligence obligations

7.1. If the contractor becomes aware of circumstances that could jeopardise the proper performance of the contract (e.g. delivery bottlenecks, delays, quality defects, product hazards, recall campaigns), HFO must be informed immediately.
7.2. The contractor acknowledges that deliveries and services are ordered for healthcare facilities and undertakes to exercise the necessary care in fulfilling the contract.
7.3. The fulfilment of the information and duty of care obligations under this point7 does not release the contractor from its obligation to perform. Any claims for delay, warranty, damages or other claims by HFO remain unaffected by this.

8. Non-solicitation

8.1. If an order is primarily for consulting services, the contractor undertakes not to actively poach any employees of HFO, either directly or indirectly, during the term of the contract established by the order and for a period of twelve (12) months after completion of the service provision without the prior written consent of HFO.
8.2. HFO shall be entitled to demand a contractual penalty of EUR 25,000 from the contractor for each breach of the non-solicitation clause in accordance with point8.1 of these GTC. HFO's right to claim any further damages shall remain unaffected.

9. Subcontractors

The transfer of the deliveries or services owed to a subcontractor (except to affiliated companies of the contractor within the meaning of Section 189a (8) of the Austrian Commercial Code (UGB)) requires the prior written consent of HFO. This also applies to the change of a subcontractor or the addition of a new subcontractor.

10. Invoicing, terms of payment

10.1. Unless otherwise agreed, payments by HFO shall only be made after receipt of a properly issued and verifiable invoice following complete and faultless fulfilment of the contract by the contractor, with a payment term of at least sixty (60) calendar days after receipt of the invoice. If payment is made within thirty (30) calendar days of receipt of the invoice, the contractor shall grant a discount of two percent (2%) on the net invoice amount.
10.2. Payments made by HFO shall not constitute a waiver of any rights or an acknowledgement of the absence of defects in the Contractor's deliveries or services.
10.3. The contractor shall not be entitled to offset or withhold any outstanding claims against HFO, unless such claims have been expressly recognised by HFO or established by a court of law.
10.4. The assignment of claims arising from or in connection with orders placed with HFO requires the prior written consent of HFO.

11. Liability

11.1. The contractor shall be liable in accordance with the statutory provisions. The contractor shall be liable for the fault of its vicarious agents as for its own.

11.2. The contractor shall be liable for ensuring that the agreed and otherwise appropriate use of the delivered items or services does not infringe any patents or other property rights of third parties. The contractor shall indemnify and hold HFO harmless from all damages, costs and other claims asserted against HFO in connection with the performance of the contract.

12. Confidentiality, data protection

12.1. Information shall be confidential within the meaning of these GTC if it has been expressly designated as confidential or is confidential by its nature, provided that such information is not generally known or was already lawfully known to the other party to the contract in any other way ("Confidential Information").

12.2. The Contractor undertakes to treat as confidential any Confidential Information received from HFO in connection with the conclusion or fulfilment of orders. This obligation shall remain in force for as long as the Confidential Information becomes generally known or accessible to the public without breach of this confidentiality obligation.

12.3. Information and documents provided by HFO may only be used by the Contractor for the purpose of providing the services. Furthermore, the Contractor shall only make this information and these documents available to those persons to whom they are absolutely necessary for the provision of the services.

12.4. The Contractor undertakes to return Confidential Information to HFO at any time upon written request by HFO within three (3) working days, without retaining any copies. Electronically stored Confidential Data must be irretrievably deleted. The destruction or deletion must be confirmed in writing at the request of HFO.

12.5. The Contractor shall immediately notify HFO if it discovers or suspects that Confidential Information has been used or disclosed without authorisation, or that actions have been taken that are not compatible with its respective obligations under this Agreement. In such a case, the contractor shall cooperate with HFO to recover possession of the Confidential Information and prevent its further unauthorised use. These obligations shall be without prejudice to any other rights or remedies of the other party under this Agreement or otherwise.

12.6. For personal data processed within the scope of the cooperation or otherwise in connection therewith within the meaning of Art. 4 (1) of the General Data Protection Regulation (Regulation (EU) 2016/679 – GDPR), the applicable data protection regulations in accordance with the GDPR and the Data Protection Act (Federal Act on the Protection of Natural Persons when Processing Personal Data – DSG) must be observed.

12.7. The parties therefore expressly undertake to observe and comply with all applicable data protection obligations (in particular the GDPR and DSG), including data secrecy in accordance with Section 6 DSG, with regard to all personal data that is transmitted to them, received by them or otherwise becomes known to them within the scope of the cooperation or otherwise in connection therewith.

12.8. Furthermore, the Contractor undertakes to contractually oblige its employees entrusted with the cooperation as well as external service providers and consultants to the above extent to comply with the data protection obligations in accordance with the GDPR and DSG, including data secrecy (Section 6 DSG); to inform them of the consequences of a breach of data protection obligations and data confidentiality; and to ensure that data protection obligations and data confidentiality are maintained even after the termination of the employment/service/work relationship.

12.9. The contractor also undertakes, in the event of order processing within the meaning of Art. 4 (1) in conjunction with Art. 4 (8) GDPR that is necessary for the provision of services, to inform HFO of this in good time in advance and to conclude an agreement in accordance with Art. 28 GDPR.

13. Insurance

The contractor confirms that, upon conclusion of the order, it has sufficient business liability insurance that also covers pure financial losses (without underlying property damage) to a sufficient extent and that it will maintain this insurance until all obligations in connection with the order have been fulfilled in full. The contractor shall provide HFO with a copy of the policy upon request. Business liability insurance does not release the contractor from any warranty or liability obligations towards HFO.

14. Legal succession

14.1. HFO is entitled to transfer all rights and obligations arising from the order in whole or in part to individual and universal successors. Such a transfer is not subject to the consent of the contractor. Furthermore, the contractor shall not be entitled to terminate or amend the contract as a result of such a transfer.

14.2. HFO is also entitled to assign the contract to an affiliated or associated company (see definition in point 1) or to a legal successor by way of merger, takeover, consolidation, transfer of business or reorganisation of the company. The contract is binding without restriction on the parties, their legal successors and assignees and is enforceable by them. Such assignment shall not be subject to the consent of the contractor. Furthermore, the contractor shall not be entitled to terminate or amend the contract as a result of such assignment.

14.3. HFO is also entitled to include further companies as contractual partners in the contract ("contract accession"). The inclusion of further companies shall be effected by signing a written declaration of accession. The contractor hereby expressly and irrevocably agrees to the inclusion of further companies and to any amendments to this contract that may be necessary for this purpose. Furthermore, the contractor shall not be entitled to terminate or amend the contract as a result of an accession to the contract.

14.4. Without the prior written consent of HFO and unless otherwise invalidated by HFO, the contractor is not permitted to assign or transfer its rights and obligations arising from an order or to delegate the obligations and duties arising therefrom.

15. Compliance

The contractor undertakes to comply with HFO's Code of Conduct for Business Partners, which is current and published at the time of conclusion of the contract and can be accessed at:
https://www.vitrea-health.com/downloads-und-dokumente/202504_VITREA__CoC_Gruppe_La_nder_en.pdf

16. Applicable law & place of jurisdiction

16.1. Austrian law shall apply exclusively, excluding its referral provisions of international private law and the United Nations Convention on the International Sale of Goods (UN Sales Convention).

16.2. The exclusive international jurisdiction of Austria shall be agreed for all disputes between HFO and the contractor arising from or in connection with orders. The exclusive place of jurisdiction for all disputes arising from or in connection with the order or from any other legal basis shall be the court competent for commercial matters in Vienna – Innere Stadt.

17. Partial invalidity, reservation clause

17.1. In the event of individual provisions or parts of a provision being invalid, the validity of the remaining provisions of these GTC shall remain unaffected. In such a case, HFO and the contractor undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic intent of the invalid provision.

17.2. The fulfilment of the contract by HFO under any order is subject to the proviso that there are no obstacles to fulfilment due to (inter)national foreign trade regulations or embargoes or sanctions.

- Appendix -

Special conditions

for medical technology products

and services

1. Scope

If HFO orders medical technology products or services, the following provisions shall apply in addition to and take precedence over the GTC. In all other respects, the provisions of the GTC shall remain unaffected.

2. Documentation

2.1. The complete documentation is an integral part of the contract.
2.2. The system/device documentation consists in particular of:
- 2.2.1. German-language instructions for use or (brief) operating instructions
- 2.2.2. Report on the initial inspection, including visual inspection at the installation site
- 2.2.3. Test specifications
- 2.2.4. Declaration of conformity
- 2.2.5. Technical description, consisting in particular of
- 2.2.6. Plans and drawings
- 2.2.7. test reports, certificates, expert opinions (e.g. hygiene reports), attestations
- 2.2.8. master data recording sheet,
- 2.2.9. protocols on acceptance tests, partial acceptance tests of X-ray equipment
- 2.2.10. spare parts lists,
- 2.2.11. Programme description.
- 2.2.12. Proof of training to the agreed extent (training report)
- 2.2.13. Complete program version on a data carrier

2.3. Operating instructions or instructions for use must be provided by the contractor in German and in digital form (PDF format) as well as in printed, physical form. For devices, the contractor shall also enclose a short operating instruction manual sealed in plastic film.
2.4. The test reports to be provided by the contractor must not be older than one (1) month at the time of delivery (based on the date of the test report).
2.5. The documentation of medical electrical systems must include at least a system master report (system installer, system components, measures for compliance with the maximum permissible leakage currents, measurement report. (A medical electrical system is a combination of several devices, at least one of which must be a medical electrical device, connected by a functional connection or a portable multiple socket outlet.)

3. Training/instruction

3.1. Before acceptance, the contractor is obliged to provide qualified HFO personnel with theoretical and practical training on site in the operation of the subject matter of the contract in such a way that they are familiar with all functions and can subsequently train/instruct other HFO users.
3.2. The minimum content of the training/instruction shall be based on the requirements of Regulation (EU) 2017/745 of the European Parliament and of the Council of 5 April 2017 on medical devices ("MDR") and the Austrian Medical Devices Act 2021 ("**MPG 2021**"), BGBl I 122/2021, or the Medical Devices Operator Ordinance, BGBl. II 70/2007, as amended.
3.3. The date of the training/instruction shall be agreed upon by mutual consent.
3.4. The training/instruction must be documented. Unless otherwise agreed, the printed forms provided by HFO must be used for documentation.

4. Handover

4.1. The planned handover date must be agreed in writing with HFO at least one (1) week before handover.
4.2. The contractor shall notify HFO immediately upon completion of the service and request authorised personnel from HFO to take over the service. If necessary, the contractor shall determine the authorisation by consulting the requesting department.
4.3. In the event of significant defects, acceptance may be refused. In this case, the contractor shall request HFO in writing to accept the delivery again after the defects have been remedied. This shall not interrupt the deadline for timely completion.
4.4. If the subject matter of the contract is accepted with defects, HFO shall retain the contract price without prejudice to its other statutory and contractual rights. The absence of performance characteristics, in particular input protocols, training/instruction documents, and the written documentation in accordance with point 2 of this addendum, shall delay the contractual remuneration by up to 100% (one hundred percent). Any contractual penalty that may apply shall remain unaffected.
4.5. The mere acceptance/receipt of the subject matter of the contract or its use and commissioning without acceptance and the preparation of an acceptance report shall not constitute acceptance.

5. Hygiene

5.1. The contractor guarantees that the subject matter of the contract meets all legal and customary hygiene requirements for medical devices and services upon delivery to HFO.
5.2. All requirements for the hygienic preparation of the subject matter of the contract, including accessories, must be notified to HFO in writing.

6. Compliance with the Medical Devices Act and the Medical Devices Operator Ordinance

6.1. All products must comply with the version of the MDR and the MPG 2021 applicable at the time of conclusion of the contract.
6.2. The contractor must carry out an initial inspection at the place of operation prior to the first use of all network-operated medical devices or medical devices listed in the Medical Device Operator Ordinance, BGBl. II 70/2007, as well as all additional medical devices specified by the Technical Safety Officer (TSB) in accordance with the Federal Act on Hospitals and Sanatoriums (KAKuG), BGBl. 1/1957 as amended, in justified cases, before they are used for the first time. The initial inspection must be documented using the contractor's printed forms.
6.3. The scope and nature of the initial inspection shall be based on that of the periodic inspection (in accordance with the manufacturer's instructions or the Medical Devices Operator Ordinance).

6.4. The tested medical devices shall be marked by the contractor with the date of the next safety inspection (STK) or MTK (month, year).

7. Warranty

7.1. Notwithstanding the statutory or contractually agreed warranty provisions, the contractor guarantees, within the meaning of Section 880a of the Austrian Civil Code (ABGB), that the subject matter of the contract is free from defects for a period of twenty-four (24) months from acceptance by HFO. Any other claims for damages remain unaffected by this warranty.

7.2. Within the warranty period or, if a longer period of use of the subject matter of the contract has been agreed during this period, the contractor shall also provide all software updates and upgrades in connection with the subject matter of the contract immediately and free of charge, without HFO having to make a separate request.

8. Spare parts warranty

8.1. The contractor guarantees that it can deliver all spare parts (or parts of equivalent or better suitability) within a period of ten (10) years after expiry of the warranty period or, if a longer period of use of the subject matter of the contract has been agreed, during this period. The aforementioned period also applies to parts that are no longer manufactured.

8.2. The spare parts guarantee shall in any case end upon decommissioning of the subject matter of the contract.

9. Software / operating system

9.1. The software of a medical device must be kept up to date by the contractor in such a way that it is compatible with the operating system on which it is installed or with which it is connected. This also includes compatibility with any software updates (in particular security updates) of the operating system. Should HFO or its patients suffer damage due to incompatibility, the contractor shall indemnify and hold HFO harmless for such damage.

9.2. The terms and conditions of the "Supplement - Special Terms and Conditions for Software" apply to such software in addition to these terms and conditions.

10. Fixed medical equipment

10.1. The Contractor shall ensure the delivery and installation of all connecting cables between the device parts offered, as well as between the devices and the connections available on site or agreed upon. All work associated with delivery and installation at the premises shall be carried out by the Contractor.

10.2. All information and dimensions relevant to the installation must be checked and measured on site, taking into account the usual construction tolerances and system components, and clarified with HFO. This applies in particular to the delivery of built-in components. The realisation of any necessary wall and ceiling substructures is part of the contract or part of the offer.

10.3. Any special substructures required for the operation of the offered systems/devices (floor mounting frames, wall brackets, ceiling structures and the like) must be included by the contractor in the respective individual cost specifications.

11. System/device failure

In the event of a system/device failure, the contractor guarantees either to carry out repairs and recommissioning without delay or to provide an equivalent system/device (including the necessary test certificates, checklists and device manuals) free of charge for the duration of the downtime. Any necessary replacement devices must be delivered within two (2) working days.

12. Maintenance

12.1. Maintenance includes the inspection, servicing and repair of the subject matter of the contract. With regard to the definitions, reference is made to ÖNORM EN 13306 as amended (or to a standard applicable at the time of the contract in place of the latter).

12.2. Repairs to medical devices shall be carried out in accordance with the manufacturer's instructions in such a way that the safety and proper functioning of the medical device is maintained. Replacement parts used, including any auxiliary materials/substances, must be at least equivalent to the original parts and original auxiliary materials/substances in terms of their suitability and selection (e.g. dimensions) and their technical properties. This requirement is deemed to be met if original spare parts are used.

12.3. The contractor undertakes to provide at least two (2) specialists (service technicians) for information and troubleshooting, as well as the necessary documentation for HFO.

12.4. The contractor must submit maintenance reports that document in particular any maintenance measures as follows:
a) clear identification of the system/device (MP ID number, serial number)
b) Date of maintenance
c) Faulty or serviced component
d) Error message/cause of the malfunction
e) Type and duration of repair, meter reading of the operating hours counter
f) Inspection report of the safety inspection (STK)
g) Marking of the device with the month/year of the next STK.

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- Supplementary sheet -

Special conditions for software

1. Scope

If HFO orders IT infrastructure, software or IT consulting services, the following provisions shall apply in addition to and take precedence over the AEB. In all other respects, the provisions of the AEB shall remain unaffected.

2. Rights of use

2.1. For software developed individually for HFO ("**Individual Software**"), the Contractor grants HFO an exclusive, temporally, spatially and content-wise unrestricted, transferable and sublicensable right of use. The right of use includes, in particular, the right to edit, redesign, reproduce and distribute the software, as well as to use it in all currently known and future forms of exploitation. The right of use is compensated by the agreed contractual remuneration.

2.2. Upon acquisition of standard software licences ("**Standard software**"), the licensor grants HFO a non-exclusive, perpetual right of use, unlimited in terms of scope and content, for the number or scope of the standard software acquired.

2.3. Rights of use are compensated by the contractual remuneration.

3. Maintenance

3.1. Unless otherwise agreed, the contractor shall provide HFO with free updates for a period of time commensurate with the reasonable service life of the software in order to remedy any errors or weaknesses. The costs of maintenance are covered by the contract fee.

3.2. The contractor undertakes to provide a support hotline or email address to enable HFO to obtain information in the event of malfunctions or problems with the software.

3.3. If the (further) use of the software is not possible, unreasonable or seriously restricted, or if there is reason to fear that a software error will have a serious impact on essential functions and/or the security of the software or IT infrastructure of HFO, the contractor shall be obliged to remedy this error without delay.

4. Qualification, training, documentation

4.1. The contractor shall only use qualified personnel to perform the services.

4.2. At HFO's request, the contractor shall train the personnel designated by HFO in the implementation and/or use of the software free of charge in order to enable HFO to install and operate the software independently.

4.3. The delivery or service includes complete, reproducible documentation in electronic form (handbook, manual). HFO is entitled to reproduce and use the documentation for contractual purposes.

5. Cyber security

5.1. The contractor shall take appropriate organisational and technical measures to ensure the confidentiality, authenticity, integrity and availability of its software.

5.2. The contractor undertakes in particular to comply with secure and state-of-the-art software development methods and to implement appropriate, industry-standard standards, processes and methods to prevent, identify, evaluate and remedy any vulnerabilities and security-related incidents in connection with the software.

5.3. The contractor shall immediately inform HFO of any security-related events that have occurred or are suspected and that affect the contractor's operations or the software, insofar as HFO is affected or is likely to be affected.

5.4. If, in the course of providing the services, the Contractor gains or could gain access to IT infrastructure and/or data belonging to HFO or its affiliated companies, the Contractor shall be obliged to comply with the provisions of the confidentiality agreement and security agreement, which HFO shall provide to the Contractor upon request.

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- Appendix -

Special conditions

for consulting services

1. Scope

If HFO orders services in the field of consulting ("**consulting services**"), the following provisions shall apply in addition to and take precedence over the AEB. In all other respects, the provisions of the AEB shall remain unaffected. If the consulting services also include services related to information technology (IT consulting services), the provisions of the "Supplement – Special Conditions for Software" shall apply in addition and take precedence.

2. Scope of services, provision of services

2.1. The type, content, deadlines and objectives of the consulting services shall be based on the scope of services agreed in writing in the order for each individual case (project description).

2.2. The contractor shall provide the consulting services independently and on its own responsibility, safeguarding the interests of HFO and exercising due care. The contractor and the personnel employed by him shall not be in an employment or (freelance) service relationship with HFO. It is further stipulated that the contractor shall not be bound by instructions from HFO unless these are related to the consulting services and/or have been contractually agreed.

2.3. The contractor is obliged to provide information on the status of the service provision at any time upon request by HFO, but in any case on the last working day of a calendar month, unless otherwise agreed. The contractor shall also, at any time upon request, but no later than upon termination of the contract, hand over to HFO all work results created within the scope of the order, regardless of whether they have been completed or not, in a suitable manner (physically or electronically). With regard to these work results, Section 6.3 of the AEB shall apply.

2.4. Notwithstanding the place of performance in accordance with Section5.1 of the AEB, the contractor is free to choose its place of work, unless otherwise agreed for certain parts of the service or the presence of the contractor at the place of performance is objectively necessary. Presentation or meeting appointments shall take place at the registered office of HFO at the request of HFO.

2.5. After complete fulfilment of the agreed scope of services, the contractor shall submit a written final report.

3. Personnel

3.1. The contractor is obliged to deploy sufficient and exclusively qualified personnel for the provision of the consulting services. Before commencing the provision of services and at any time at the request of HFO, the contractor shall submit a list of the personnel deployed and, upon request, provide evidence of their qualifications (training, professional experience, reference projects). HFO shall be notified immediately of any changes in the personnel deployed.

3.2. The contractor shall bear sole and full responsibility for the personnel it deploys and shall ensure that all necessary official authorisations for the deployment of personnel (residence permits, work permits) are available. The contractor further warrants that it will comply with all applicable tax, labour and social security regulations in connection with the personnel deployed and indemnify and hold HFO harmless from any claims in the event of violations of these regulations.

3.3. Before commencing the provision of services, the contractor shall notify HFO of a senior employee who will act as project manager and responsible contact person. If the project manager is (expected to be) prevented from attending for more than one calendar week (e.g. due to holiday, illness or other reasons), HFO shall be notified of a substitute with at least equivalent qualifications. The replacement of the project manager is only permitted for good cause or with the consent of HFO.

3.4. HFO shall be entitled to demand the replacement or exclusion of certain persons employed by the contractor in the performance of the services for good cause. Good cause shall include, in particular, a lack of professional qualifications or personal suitability, inappropriate conduct in the course of the performance of the services, breach of confidentiality or duty of care obligations, or justified security concerns.

3.5. Any additional expenses incurred as a result of the exclusion or replacement of personnel shall be borne by the contractor.

4. Fees

4.1. The amount and type of remuneration shall be based on the respective agreement in each individual case. In the absence of a deviating agreement, the agreed fee shall be deemed a fixed price.

4.2. If the remuneration for the consulting services is agreed upon on the basis of time units, the following provisions shall apply in the absence of a deviating agreement:

4.2.1. The relevant billing unit is one full hour. Partial hours can only be billed proportionally in full 15-minute units.

4.2.2. The respective remuneration rates are exclusive of taxes, fees and other charges.

4.2.3. The contractor undertakes to document the time spent in a comprehensible manner and to provide HFO with a detailed record of time and services rendered in German or English. The service record must contain at least the following information: date of service provision, personnel, brief description of the activity, time spent on the respective activity.

4.2.4. Remuneration shall be based on the time and service records approved in writing by HFO after the consulting services have been rendered in full.

4.3. All expenses incurred by the contractor, in particular any travel, ancillary and material costs or cash outlays, shall be deemed to be fully compensated by the fee, unless otherwise agreed in the order. Any waiting and travel times shall not be remunerated separately. Insofar as a claim for reimbursement of travel expenses has been agreed, HFO shall only reimburse reasonable travel expenses (in the case of travel by car, no more than the applicable official Austrian mileage allowance) upon presentation of the relevant receipts. Unless expressly agreed otherwise in the order, no accommodation or overnight accommodation costs shall be borne by the client. There shall be no entitlement to meal expenses or allowances.

4.4. If the contractor has provided a non-binding cost estimate prior to the commencement of the service and it is foreseeable that the estimated costs will be exceeded by more than a minor amount (more than 10%), the contractor shall inform HFO immediately in writing (email is sufficient), stating the reasons for the impending cost overrun and submitting a revised cost estimate, otherwise the contractor shall lose any claim to additional costs. In this case, HFO shall be entitled to (i) approve the cost overrun in writing and demand that the service provision be continued, or (ii) withdraw from the contract and remunerate the expenses incurred to date.

5. Contract term, termination, withdrawal

5.1. The contractual relationship shall end upon contractual fulfilment and acceptance of the agreed scope of services.

5.2. HFO and the contractor are each entitled to terminate the contract for good cause with immediate effect in writing.

5.3. Good cause for HFO within the meaning of clause5.1 includes, in particular:

5.3.1. the opening of insolvency proceedings against the Contractor's assets or the rejection of a corresponding application due to insufficient assets to cover costs;

5.3.2. the cessation of business operations or part of the business operations of the contractor relating to the consulting services;

5.3.3. breach of confidentiality and secrecy obligations by the contractor or the personnel employed by it; and

5.3.4. breach of essential contractual provisions by the contractor.

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