

## General Terms and Conditions

of addIT Dienstleistungen GmbH & Co KG ("addIT") for Provider Services

### 1. General

1.1 addIT provides services to the customer in the field of data processing and the operation of hardware and software components [hereinafter referred to as "Services"].

1.2 The present General Terms and Conditions apply to all Services addIT provides to the customer, even if the General Terms and Conditions are not explicitly referred to in the specific contract. Any terms and conditions of the customer shall apply only if expressly accepted by addIT in writing.

### 2. Scope and Provision of Services

2.1 The exact scope of Services to be provided by addIT shall be defined in the contract with the customer. Unless otherwise agreed upon, addIT shall provide the Services during usual addIT business hours [Monday to Thursday, 8.00 a.m. to 5.00 p.m., Friday 8.00 a.m. to 12.30 p.m. excluding Saturdays, Sundays, public holidays and days generally free at addIT]. If a Service Level Agreement [hereinafter referred to as "SLA"] has been agreed upon with the customer, addIT shall ensure provision and availability of the Services as stipulated in the applicable SLA.

2.2 addIT shall be entitled to change the equipment used for Service provision at its sole discretion, provided it can be expected that Service provision will not be negatively affected.

2.3 Equipment and technology used by addIT for Service provision shall exclusively be governed by the customer's quantitative and qualitative needs and requirements, as identified on the basis of the information made available by the customer according to paragraph 3.3.

2.4 Services consumed by the customer beyond the specific scope agreed upon shall be reimbursed by the customer based on hours actually worked and the equipment used, both at the rates applicable at addIT at the time. This shall apply in particular to Services provided outside usual addIT business hours, the analysis and clearance of faults resulting from misuse or incorrect operation on the customer's part or other circumstances for which addIT is not responsible. Unless otherwise agreed, trainings are not included in the scope of Services.

2.5 Upon request by the customer, addIT shall find third parties to provide certain Services to the customer. Such contracts shall be concluded solely between the customer and the respective third party, subject to the terms and conditions of said third party. addIT shall only be responsible for Services it provides itself.

### 3. Obligations of the Customer to Cooperate and to Supply Products and Services

3.1 The customer shall tolerate and support all reasonable measures required for addIT to provide the Services. The customer shall furthermore engage to take all the measures which are required to fulfill the contract and which are not part of the scope of Services.

3.2 As far as the Services are provided on site at the customer's, the customer shall make available the network components, connections, power supply, including peak voltage equalization, emergency power supply, space for equipment, workplaces and infrastructure free of charge and in the quantity and quality [e.g. health and safety protection, air conditioning] required by addIT to provide the Services. In any case, the customer shall be responsible for the operational requirements of hardware as defined by the respective hardware manufacturer. Furthermore, the customer is liable for the safety of buildings and facilities, especially with regard to fire and water protection or unauthorized access. Special safety precautions in customer's facilities [e.g. safety cells] are customer's sole responsibility. The customer shall not be entitled to give instructions of any kind to addIT employees and shall convey all requests relevant to Service provision exclusively to the contact person appointed by addIT.

3.3 The customer shall, at the agreed dates, in the form required and at its own expense, make available to addIT all the information, data, and documents necessary to enable addIT to fulfill the contract. Furthermore, the customer shall support addIT, if so requested, in problem analysis and fault clearance, the coordination of processing jobs, and the harmonization of Services. Changes in the customer's workflows, which might cause changes to become necessary in the Services, shall require prior consultation with addIT with regard to the technical and commercial consequences.

3.4 Unless explicitly included in the scope of Services, the customer shall provide, at its own expense and risk an appropriate net-connection.

3.5 The customer shall keep the passwords and Log-Ins required for using the Services confidential and shall not disclose them to third parties.

3.6 The customer shall keep all information handed over to addIT additionally stored on the customer's own premises to ensure that restoration will be possible in the case of loss or damage.

3.7 The customer shall meet all the obligations to cooperate and assist in such a timely fashion that addIT will not be obstructed in providing the Services. The customer shall make sure that addIT and/or third parties commissioned by addIT have access to the customer's premises as required for providing the Services. The customer shall be responsible that all employees of the customer's affiliated companies or its subcontractors will contribute accordingly to fulfilling this contract.

3.8 If the customer does not meet the aforementioned obligations to cooperate and assist at the agreed dates or to the agreed extent, the Services provided by addIT in spite of possible restrictions and limitations shall nevertheless be considered as provided according to the contract. Time schedules for the Services shall be modified accordingly. The customer shall separately reimburse any extra effort and/or cost arising to addIT through such circumstances at the rates applicable at the time.

3.9 The customer shall be responsible that the customer's employees and any third parties for which the customer is accountable will treat the equipment and technologies used by addIT as well as any assets surrendered to the customer with care; the customer shall be liable to addIT for any loss or damage if addIT has not caused such loss or damage negligently.

3.10 Unless otherwise agreed, products and services as well as cooperation and assistance efforts shall be provided by the customer free of charge.

#### **4. Human Resources**

4.1 As far as, according to an agreement made between the parties or according to applicable legal rules and regulations, customer employees are taken over by addIT, the names and all the key data relating to these employees shall be listed in the contract in the form and extent required by addIT. The parties shall use their best efforts to

support each other in all issues concerning the taking over of such personnel.

4.2 The customer shall guarantee that the rights and duties resulting from the employment relationships of the employees listed in the contract are derived solely from the individual employment contracts, from collective salary agreements, works and corporate agreements and regulations, all of which shall be listed in the contract.

4.3 The customer shall ensure, through organizational measures that only the employment relationships of the employees listed in the contract are transferred to addIT. The customer shall indemnify and hold harmless addIT against all claims by employees not listed in the contract.

4.4 The customer shall pay to addIT a compensatory amount equal to the provisions and accruals formed by the customer in compliance with proper accounting principles [in particular retirement pension and severance payment provisions, provisions for other liabilities vis-à-vis the employees in question] for the employees transferring their employment relationship to addIT. In case of doubts as to the adequacy of such provisions and accruals, addIT shall have the right to have the compensatory amount to be paid by the customer determined, with legally binding effect for all the parties concerned, through an actuarial expert opinion established on the basis of scientifically recognized methodology. The costs of such an actuarial expert opinion shall be divided among the parties.

#### **5. Change Requests**

5.1 Both parties may, at any time, request changes in the scope of Services. However, any such change request must include a detailed description of the change requested, the reasons for requesting the change, the impact the change will have on time schedules, and the costs of the change, in order to enable the addressee of the change request to adequately evaluate and assess it. A change request shall become binding only if signed by both parties.

5.2 In the event of unforeseen and extraordinary circumstances affecting the supplies or services, which are beyond addIT's control, addIT has the right to adjust prices and/or to extend delivery commitments to the extent necessary to cover any unavoidable additional costs and/ or delays arising for addIT from such unforeseen and extraordinary events.

## 6. Defaults in Performance

- 6.1 addIT undertakes to provide the Services as specified in the contract. If addIT does not provide the Services at the scheduled dates or provides the Services in a defective manner, i.e. deviating significantly from the quality standards agreed upon e.g. in Service Level Agreements (SLA), addIT shall be obliged to immediately start remedying the defects and provide the Services in an orderly and defect-free fashion within a reasonable period of time by either repeating the Services in question or performing any required improvement work, at addIT's discretion.
- 6.2 If the defectiveness is due to services and products or cooperation and assistance efforts supplied by the customer or due to the non-compliance of customer's obligations according to paragraph 3.9 of these General Terms and Conditions, any obligation to remedy defects free of charge shall be excluded on the part of addIT. In such a case, the Service provisions by addIT shall be considered as fulfilling the contract in spite of possible restrictions or limitations. Upon request by the customer, addIT shall in such cases remedy the defect against separate compensation.
- 6.3 The customer shall support addIT in remedying defects and make all the necessary information available. The customer shall notify addIT without delay, in writing or via e-mail, if defects occur. If notification is done otherwise, the notification shall be regarded as being provided only, if it is confirmed by addIT in writing or via e-mail without delay. Extra effort attributable to a belated notification shall be borne by the customer.
- 6.4 The provisions of this paragraph 6 shall apply correspondingly to any delivery of hard- or software products by addIT. The warranty period for such hard- and software-products shall be 6 months. Paragraph 924 ABGB [Austrian Civil Code] shall be excluded. However, in case addIT delivers any third party products to the customer the standard warranties provided by such third parties shall be applicable. Title to all hard- and software products delivered by addIT shall remain with addIT until full payment is made.

## 7. Liability

- 7.1 addIT shall be fully liable for any personal injury caused for which addIT can be held responsible. addIT shall be liable for damages to customer's tangible property for which addIT can be held responsible up to an amount of EUR 500.000,-- per damage event. addIT shall in no event be liable for indirect damages, loss or damage of information or

data, damages due to business interruption, loss of profits and any other consequential damages.

- 7.2 If data storage is explicitly included in the scope of Services, liability for retrieval of data is limited to EUR 50.000, -- per damage event.
- 7.3 Under no circumstances shall the total aggregate liability of addIT towards the customer under this contract exceed 50% of the revenues due under the contract in case the contract duration is less than 2 years. In case the contract duration exceeds two years the total aggregate liability of addIT towards the customer under this contract shall not exceed the revenues due in the first contractual year.
- 7.4 Any warranty and damage claims by the customer other than those expressly mentioned herein, irrespective on which legal grounds they might be based, shall be excluded unless otherwise provided by mandatory law, as for instance for damage caused intentionally.
- 7.4 If penalties or price reductions (e.g. service credits) are agreed, the total aggregate liability limit defined above shall also include claims for such penalties and price reductions (e.g. service credits). Any damage claims exceeding such penalties or price reductions (e.g. service credits) are excluded.
- 7.5 These limitations of liability shall also apply for the benefit of addIT's board members, subcontractors, suppliers and employees. The burden of proof for the existence of gross negligence rests with the customer.

## 8. Compensation

- 8.1 The amounts of compensation to be paid by the customer are defined in the contract. Value added tax ["VAT"] at the legally applicable rates will be charged additionally.
- 8.2 Time spent traveling within Klagenfurt by addIT employees shall be considered as working time. In the case of provision of Services outside Klagenfurt, travel times shall be compensated at the hourly rates agreed upon. The rates mentioned above shall be adjusted in accordance with the price adjustment provision specified under paragraph 8.5. The actual costs for daily expenses and overnight stays shall be charged additionally. Other ancillary expenses, such as telephone costs, shall be charged as actually incurred. Travel and ancillary costs shall be reimbursed upon

presentation of the corresponding receipts [copies].

- 8.3 addIT shall have the right, at any time, to make the provision of Services dependent on adequate advance payments or the provision of other collaterals by the customer.
- 8.4 Unless otherwise agreed in the contract, one-off compensations shall be charged after provision of the respective Service, while ongoing compensation shall be charged monthly in advance. Payment shall be due within 15 days from the date of invoice without deductions. The customer shall check the invoice without undue delay and raise any objections no later than 10 days after the date of invoice. Such objections shall be sent in written form to the contact person defined in the invoice stating the reasons why the invoice is disputed. Invoices not disputed within 10 days shall be deemed accepted. Payment shall be deemed effected on the day addIT may dispose of it. If the customer defaults in payment, addIT shall be entitled to claim interest on arrears as legally applicable as well as all costs arising from collecting outstanding amounts. Should the customer's default in payment exceed 14 days, addIT shall have the right to cease the provision of all Services without prior notice to the customer. Furthermore, addIT shall be entitled to make the compensation for all Services provided immediately due and payable, notwithstanding any agreed upon payment dates. Upon the occurrence of any one of the events described in lit. (a) to (c) during contract duration, addIT shall be obliged to fulfil any outstanding supplies or Services only in consideration of payment in advance or on the provision of a security. In the event the customer does not comply with a respective demand by addIT, addIT shall be entitled to grant a reasonable period of grace for the advance payment or the provision of the security, and following the fruitless expiry of this grace period addIT shall be entitled to withdraw from the contract and/or claim compensation for damages or reimbursement of expenses.
- (a) The customer's delay of payment by more than 60 days
  - (b) The customer's delay of payment of at least three invoices over any period of six consecutive months by more than 30 days
  - (c) The customer's credit ratings as issued by Moody's, S&P, Fitch, Duff & Phelps or an equivalent agency drops to

A conversion to the former payment terms will be effected after a period of 24 months subject to customer's credit rating exceeding the thresholds of lit (c).

- 8.5 To accommodate for inflation the prices shall be adjusted annually, starting on the first anniversary of the effective date of the contract and on each subsequent anniversary during the term of the contract. The index to be used to calculate the adjustment of the prices shall be the Austrian consumer price index ("VPI 2020"). The index to be used shall be the most recent published version covering the full year preceding the anniversary of the effective date. In the event that the index is not published anymore, or substantially changes its content and format, the Parties will determine in good faith a substitute index that materially corresponds to the previous index. The applicable adjustment shall be determined by addIT no later than thirty (30) days after each anniversary of the effective date (or as soon as practically possible in case considering the publication dates of the relevant index) and applied to the first invoice following that date the adjustment has been determined and retroactively as of the applicable anniversary of the effective date.
- 8.6 Any kind of offsetting of amounts by the customer shall be permitted only in the case of a counterclaim recognized by addIT in writing or if finally decided by a court of competent jurisdiction. The customer shall have no right of retention.
- 8.7 Any taxes, duties, fees, imposts, tariffs and charges related to the conclusion or the execution of the contract, included but not limited to custom duties, stamp duties or withholding taxes [hereinafter referred to as "Charges"] shall be borne by the customer. In the event addIT is required to pay such Charges to any authority, the customer shall indemnify and hold harmless addIT for any such payments.

## 9. Force Majeure

- 9.1 Neither Party shall be responsible for delays or failure to perform any of its obligations herein (other than payment obligations) resulting from or in connection with acts, events or circumstances beyond the reasonable or foreseeable control of such Party. Such acts shall include, but shall not be limited to, acts of God (including earthquakes, hurricanes and volcanic eruptions), strikes,

lockouts, riots, civil unrest, civil protests, acts of war, epidemics (including communicable disease outbreaks and public health emergencies), governmental regulations superimposed after the fact, fire, communication line failures, power failure, or other disasters, whether such acts have been identified, declared or accepted as such under the relevant law or not.

- 9.2 In such circumstances as listed in Clause 9.1 above, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed, provided that if in the reasonable opinion of the Affected Party performance of the Agreement is substantially prevented for a continuous period of six (6) months from the date on which such performance was initially due by virtue of any of the aforesaid events, then either Party may terminate this Agreement by written notice to the other.
- 9.3 Both Parties will use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. In particular, the Parties will cooperate in good faith to adopt together some mitigation measures in order to decrease the impact of the Force Majeure Event, such as remote working, off or nearshoring, etc, as far as they are proportionate, adequate and in compliance with the law.

## 10. Rights of Use for Computer Programs and Documentation

- 10.1 As far as addIT delivers computer programs to the customer or permits the customer to use computer programs within the scope of Service provision, the customer shall have the non-exclusive, non-transferable, personal right, limited to the duration of the contract, to use the respective computer programs in unmodified form; this right must not be sublicensed.
- 10.2 The use of computer programs in a network shall require a license for each and all simultaneous users. The use of computer programs on stand-alone PCs shall require a license for each PC.
- 10.3 For any third party software-products delivered by addIT to the customer the standard license terms of such third parties shall be applicable prior to paragraph 10.1-10.5.
- 10.4 Unless otherwise agreed, addIT shall not transfer any further rights for the computer programs to the customer. This shall in no way affect the rights

of the customer pursuant to para. 40(d), 40(e) UrhG [Austrian Copyright Act].

- 10.5 None of the material and documents, in particular the documentation for the computer programs, delivered to the customer by addIT shall be copied or distributed in any way.
- 10.6 Except as set forth, and subject to the conditions and limitations stated below in this paragraph, addIT shall assist the customer if any eligible claim, suit, action or proceeding ("Claim") is brought against the customer by a third party. Such assistance shall be to the extent the Claim is based on any infringement of intellectual property rights, as but not limited to patents protected under the laws of Austria or copyrights, which is caused by the provision of products or licensed software by addIT or use of such products or licensed software for their contractually intended purpose by the customer.

addIT shall at its discretion provide the customer with a non-infringing replacement product or modify the licensed software so that it becomes non-infringing, provided that the replacement product/modified licensed software meets substantially the same functional specifications as the licensed software or procure for customer the right to use the licensed software; if such options would cause unreasonable expenses addIT shall inform the customer. Within 4 weeks after such notice customer may terminate the contract to the extent it is affected by the infringing products or licensed software. For the purpose of this paragraph Claims shall be defined as eligible only, if addIT has acknowledged such Claim in writing or the Claim is affirmed by a legally binding adjudication.

addIT shall only be liable if the customer (a) gives addIT prompt written notice of any alleged or threatened Claims, (b) allows addIT to control the defence and/or settlement of such Claim, (c) in case of a legal proceeding gives addIT a third party notice according to § 21 ZPO [Austrian code of civil procedure].

addIT shall not be liable with respect to any Claims if (a) addIT did not cause the infringement of intellectual property rights wilfully or negligently, (b) customer's use of the products or licensed software is other than as permitted under the contract, (c) the product or licensed software is modified by the customer or any third party after delivery without addIT prior written consent, (d) the product or licensed software is supplied

according to specific customer's design or instructions or (e) the product or licensed software is combined by customer or its contractors with items not furnished or approved by addIT.

## **11. Disposal of waste electrical and electronic equipment**

11.1 The customer of electrical/electronic equipment for commercial purposes, incorporated in Austria, is responsible for the financing of the collection and treatment of waste electrical and electronic equipment as defined by the Elektroaltgeräteverordnung [Austrian Ordinance Regulating the Handling of Waste Electrical Equipment], if he is himself the user of the electrical/electronic equipment. If the customer is not the end user, he shall transfer the full financial commitment to his customer by agreement and furnish proof thereof to addIT.

11.2 The customer incorporated in Austria shall ensure that addIT is provided with all information necessary to meet addIT obligations as manufacturer/ importer, particularly according to §§ 11 and 24 of the Elektroaltgeräteverordnung [Austrian Ordinance Regulating the Handling of Waste Electrical Equipment] and the Abfallwirtschaftsgesetz [Austrian Waste Management Act].

11.3 The customer incorporated in Austria is liable vis-à-vis addIT for any damage and other financial disadvantages incurred by addIT due to customer's failure to meet or fully meet his financing commitment or any other obligations according to this Paragraph 11. The customer shall bear the burden of proof of performance of this obligation.

## **12. Duration of Contract**

12.1 The contract shall enter into force upon its signature by both parties and shall continue for an indefinite period of time. Both parties shall have the right to terminate the contract by registered mail subject to 6 months' prior notice, but not earlier than at the end of the minimum duration agreed upon in the contract.

12.2 Each party shall have the right to terminate, by registered mail, the contract prematurely and without notice for good cause. Good cause shall be understood to exist, in particular, if (a) the other party violates, in spite of having been given notice in writing and having been threatened with termination of contract, essential obligations under the contract, or if (b) proceedings for bankruptcy or other insolvency proceedings against the other party have been filed, opened, or rejected for lack

of assets and such termination is not contrary to applicable mandatory law, or if (c) the provision of Services is obstructed or prevented due to force majeure for a period in excess of six months.

12.3 Moreover, addIT shall be entitled to prematurely terminate the contract for good cause, if key parameters of Service provision have changed and, for this reason, addIT can no longer be expected to continue providing these Services from an economic point of view.

12.4 The parties shall cooperate to ensure retransfer of any employees taken over by addIT from the customer, if the transfer of the employment relationships is effected by legal rules and regulations after termination of the contract. If this is not the case, upon addIT request the customer shall be obliged to offer employment contracts to the employees affected at the employment contract terms and conditions applicable for these employees at the time the contract is terminated. Upon request, the customer shall be obliged to purchase the hardware, employed by addIT solely and exclusively for the customer, for a price equal to the remaining costing based book value of this equipment.

12.5 Upon termination of the contract the customer shall promptly return all records, documents, manuals and documentations provided by addIT.

12.6 Upon request, addIT shall, upon termination of the contract, support the customer, against compensation at the rates applicable at that time, in retransferring Services to the customer or to a third party appointed by the customer.

## **13 Data Protection and Privacy**

13.1 To the extent that addIT processes any personal data on Customer's behalf, within the scope of rendering the Services, the Parties will enter into an agreement on such data processing defining the handling of personal data and the rights and obligations of the Customer as controller and addIT as processor. This agreement shall form an integral part of the contract.

13.2 In compliance with the terms of such data processing agreement and based on the instructions and information given by the Customer addIT will implement reasonable technical and organizational measures. addIT shall inform the Customer without undue delay if addIT is of the opinion that the instructions it receives from Customer constitute an infringement of applicable law. addIT shall be entitled to suspend

performance on such instruction until Customer confirms or modifies such instructions.

- 13.3 Should Customer wish to implement modifications to its instructions, it shall notify addIT at least thirty (30) days in advance. The Parties shall evaluate whether Customer's proposed modifications may have an impact on the delivery of the Services or the technical and organizational measures in the course of the Change Request procedure and shall agree on the necessary revisions to the terms of the contract as necessary, including, notably, the costs and the term of implementation of requested modifications.
- 13.4 To the extent addIT supports the Customer in complying with his data protection obligations addIT shall be entitled to invoice such services at addIT's then applicable rates. The same shall apply for efforts which occur at addIT in the course of an audit.
- 13.5 addIT shall be entitled to share Customer's personal data for the purposes of the provision of the Services under this Agreement to the subcontractors mentioned in the contract. Furthermore Customer hereby acknowledges and accepts that addIT may subcontract all or part of the Services to one of its affiliates which are bound to the Binding Corporate Rules as approved by the European data protection authorities and as available at [www.atos.net/privacy](http://www.atos.net/privacy). In the event that addIT intends to use a new third party subcontractor, Customer is entitled to object to addIT's use of such a new third party subcontractor in writing within ten business days after receipt of addIT's notice by giving. Customer shall not object without material data protection reasons. addIT shall implement or rely on appropriate documentation (contracts, binding corporate rules, codes of conduct, etc.) to ensure that the subcontractor implements an adequate level of protection for Customer's personal data. In particular addIT shall ensure that the subcontractors – within Atos group as well as third party subcontractors – maintain an adequate level of protection for Customer's personal data when these entities are located outside the EEA. For that purpose, addIT shall enter into standard contractual clauses for the transfer of personal data as set out by the European Commission (or any competent authority) or implement alternative means if acknowledged as appropriate by the competent European or local authorities.
- 13.6 Customer may, once a year and subject to a prior notice of at least three (3) weeks, carry out or have

an independent duly appointed third party established on the market for its auditing functions and bound by a strict obligation of confidentiality, an audit of addIT's processing facilities in order to ensure the compliance with the obligations set forth in the agreement on data processing. addIT shall be entitled to reject third party auditors which are competitors of addIT. Such audit operations shall not exceed a period of 12 hours per year, shall not hinder or otherwise disrupt in any fashion addIT's operations or business activities and shall only relate to that part of the relevant IT infrastructure which processes the Customer's personal data. Such control shall not relieve addIT of its obligations under the agreement on data processing.

- 13.7 addIT shall notify the customer as soon as reasonably practicable after it becomes aware of any potential or actual security breach. Both parties shall cooperate in the resolution of such security breach as well as in the communication to public and to competent public authorities.
- 13.8 Upon termination of the contract, or when it ends, addIT stops immediately any data processing and shall reconstitute customer's Personal Data and/or shall destroy it no later than one month after termination or ending of the contract.
- 13.9 The customer explicitly agrees that addIT shall be entitled to use the service of Affiliated Computer Services of India Private Limited, a company of the Xerox Group ("Xerox"), for invoicing purposes and to transfer the data as listed in the standard application SA001 of the Austrian Standard and Model Ordinance 2004 (as amended from time to time) to Xerox provided that addIT commits Xerox to confidentiality. The customer further agrees that addIT may also use the invoicing services of other third parties, provided that addIT immediately informs the customer about the use of such third party and commits the third party to confidentiality.

#### **14. Confidentiality**

- 14.1 Each party shall assure the other party that it will treat all business secrets disclosed to it within the context of this contract and the execution of this contract as confidential and not disclose them to third parties, as far as this information is not in the public domain, or was already known to the receiving party without involving a breach of confidentiality, or is disclosed or surrendered to the receiving party by a third party not imposing an obligation for secrecy, or has verifiably been

independently developed by the receiving party, or is liable to being disclosed due to a court decision or decision by a public authority with legal effect.

14.2 Other companies affiliated with addIT as well as subcontractors of addIT shall not be regarded as third parties as far as they are subject to a corresponding confidentiality obligation.

14.3 The customer consents, that addIT may name the customer and the respective project as reference vis-à-vis third parties. Other information, as but not limited to press releases, shall be coordinated mutually by the parties.

#### **15. Miscellaneous**

15.1 The parties shall appoint, in the contract, competent and knowledgeable employees capable of either taking or initiating any necessary decisions.

15.2 During the term of the contract and for another full year after termination of the contract, the customer shall neither directly nor via third parties entice away employees deployed by addIT to the provision of Services. For each violation of this obligation the customer shall pay to addIT a penalty amounting to six times the most recent gross monthly salary the employee received from addIT.

15.3 Any alterations or amendments of the contract shall have to be made in writing in order to be effective. This shall likewise apply to any waiver of such form requirement.

15.4 If any of the provisions, either in whole or in part, of the contract is or becomes invalid or unenforceable, this shall not serve to invalidate the remaining provisions thereof. The invalid or unenforceable provision shall be replaced with a valid provision, which serves the economic purpose of the invalid or unenforceable clause as closely as possible.

15.5 addIT shall have the right to assign, transfer or novate the contract, in whole or in part, and any of the rights, obligations and remedies hereunder, to any third party. addIT shall inform the Customer of the identity of the third party if and when such assignment, transfer or novation takes place.

15.6 addIT shall have the right to employ third parties to fulfill its duties and obligations, either in whole or in part.

15.7 The customer consents to the transfer of data from this business case to subcontractors involved in the execution of this contract as well as to other companies affiliated with addIT as far as necessary for purposes of intra-group reporting.

15.8 The contract shall be governed exclusively by Austrian law without its conflict-of-laws provisions. The application of the UN Convention on Contracts for the International Sales of Goods shall be excluded. If differences of opinion arise in connection with the Services the parties shall undertake all reasonable efforts to achieve out-of-court agreement. If the parties cannot clarify differences of opinion on the work level concerned, there shall be escalation to the next higher management level. If no amicable solution can be found on this level, there shall be escalation to the managing director level. Each party is entitled at the earliest 60 days after introduction of the aforementioned dispute settlement process to take legal action. The right of the parties to look for legal protection is not affected by the duty to carry out a dispute settlement process. The exclusive place of jurisdiction for all disputes arising from the Contract shall be the competent court for Klagenfurt.

15.9 The fulfilment of the agreement on addIT's part is subject to the proviso that this shall not be prevented by impediments on the grounds of national and/or international legal requirements, in particular export control provisions. When utilizing the Services of addIT the customer shall be responsible for the compliance of said Austrian or any other applicable export regulations, in particular but not limited to German and US export regulations.

#### **16. Compliance**

16.1 "Compliance Laws" means applicable national and international laws and regulations relating to corruption, money laundering, terrorist financing, fraud and tax evasion, human rights, competition, export control, national and international sanctions in connection with the performance of the Contract.

Each Party represents and warrants to the other Party that, at the date of the Contract:

- (i) it complies with applicable laws and regulations, notably Compliance Laws,
- (ii) it has internal policies in place to comply with the highest standards of integrity and ethics in connection with the operation of its business,
- (iii) neither it, nor anyone on its behalf has ever been convicted or subject to sanctions by a statutory,



regulatory or judicial authority in relation to a violation of Compliance Laws.

Throughout the term of the Contract, the Parties undertake to perform the Contract in accordance with applicable laws and regulations, notably Compliance Laws.

The customer commits to comply with Atos' Business Partner Commitment to Integrity (available [here](#)).

In case of potential breach of any of the representations, warranties or undertakings set forth above, notably in case of opening of an investigation by a statutory, regulatory or judicial authority in relation to a violation of Compliance Laws, or any compliance related event likely to affect the reputation of either Party, each Party undertakes to inform the other Party without any delay and to provide any information reasonably requested by the other Party on this matter.

#### 16.2. Audit Right

The customer accepts to submit in good faith to any audit process conducted by addIT or any third-party selected by addIT relating to compliance with Compliance Laws, notably by providing without any delay the relevant information requested.

#### 16.3 Suspension and Termination

In case of breach by a Party of any of the provisions set forth in Clause 16.1 or 16.2 above, the other Party may notify the immediate suspension of the Contract.

If the breaching Party fails to remedy such breach to the satisfaction of the other Party within a period of thirty (30) days as of receipt of the notification, the other Party may immediately and unilaterally terminate the Contract without being liable for any penalty or indemnification due to such termination.