GENERAL TERMS AND CONDITIONS
of ENGEL AUSTRIA GmbH ("ENGEL") for ENGEL authentig (as of January 1st 2024)

ENGEL

I. General Conditions

A. Scope
These General Terms and Conditions of ENGEL (the "T&C") shall apply to any contract comprising project-work, delivery, customizing and installation of software distributed by ENGEL including corresponding hardware and shall also apply to maintenance and support service.

B. Definitions
For the purpose of these T&C the following definitions shall apply:
1. Software – programs, routines and sub-routines including all respective documentation, offered by ENGEL or any third-party licensor for specific application fields;
2. Hardware – all devices necessary for the use of the Software;
3. Release – new development stage of the Software;
4. Hotfix (Patch) – cause-related rectification of a defect and/or failure of the Software which significantly impairs the intended use of the software;
5. Workaround – temporary avoidance/bypass of a defect or failure;
6. Failure – all malfunctions of the Software that lead to a restriction of the intended application of the software;
7. Source Code – the code of a program in the programming language used;
8. Open Source Software – the term "Open Source Software" (OSS) has the meaning defined and published by the Open Source Initiative ("OSI") at http://www.opensource.org.

C. Contract Formation & Contract Documents
1. The contract documents are complementary and what is required by one shall be as binding as if required by all. In the case of conflict between terms of the contract documents, the following order of precedence shall apply:

   - The individual agreement entered into by and between ENGEL and Customer (project contract signed by the parties or order confirmation issued by ENGEL);
   - Frame Agreement (if any);
   - These T&C.
2. Quotations issued by ENGEL shall constitute an invitation for an offer by Customer, always subject to change. Position prices quoted are fixed for the applicable fixed price period.
3. Customer's order shall constitute an offer and no order shall be binding until accepted and acknowledged by ENGEL. All orders will be accepted by ENGEL subject exclusively to the terms and conditions specified herein. ENGEL will not accept any terms and conditions of Customer's order form inconsistent herewith. In case of continuous business transactions, these T&C shall be applicable even without special reference thereto.
4. Any services offered shall be deemed to be an indication only and shall be invoiced on the basis of actual expenditure in accordance with the applicable standard rates.

D. Place of Performance
1. Unless otherwise agreed to the contrary, place of performance shall be the same, where the risk as to price and performance passes from ENGEL to the Customer; in case of uncertainty, it is understood that Customer is to collect deliverables from ENGEL (FCA Incoterms 2020).
2. In case of installation of software, the place of performance shall be the place, where the installation is to be made. In case of any remote access, place of performance for any remote access shall be such place where the respective service is provided.

E. Retention of Title
Subject to the more specific provisions under Section I (Licence Grant), title in the deliverables shall pass to the customer upon full payment of the consideration invoiced.

F. Payment Conditions
1. The amount and the due date of royalties or fees for software and software-maintenance, whether as single or current payments, will be subject to the parties' agreement.
2. Unless otherwise agreed by the parties, payment for any Hardware shall be due upon delivery.
3. Unless otherwise agreed to the contrary, payments are to be made within 14 days from receipt of the invoice by interbank payment without any kind of deduction and free of transaction charges to the designated bank account of ENGEL in the currency specified in the invoice. No

cheque or bill of exchange will be considered as fulfilment of the payment obligation.
4. A payment is held to have been made on the day ENGEL has it at it's disposal. All interest and expenses associated with the aforesaid (for example collection and discount expenses) are at the expense of Customer. Payments of Customer – irrespective of the respective payment reference – are initially accounted for interests and collection costs and then for the respectively oldest debt of Customer.
5. From the due date interest in the legal amount shall accrue subject to applicable law. In case Customer is in default with a payment longer than 14 days, ENGEL shall be entitled to declare the contract avoided without further notification and may claim for damages resulting from non-performance, which – at the sole discretion of ENGEL – may be claimed as liquidated damages in the amount of 50% of the amount invoiced.
6. Customer may invoke set-off or exercise a pledge or right to retain only, if its claims have been accepted by ENGEL in writing or have been adjudicated by court.

G. Subcontracting
1. ENGEL reserves the right to sub-subcontract the performance of the respective contract or any portion thereof without limiting its contractual responsibility for such performance. In such case Customer shall be obliged to perform any Customer Responsibilities (as defined below under Section I F.) for the benefit of ENGEL's sub-contractor.
2. ENGEL shall be responsible for any acts and omissions of a subcontractor.
3. The sub-contractor will be bound by ENGEL to confidentiality and data protection.

H. Customer Responsibilities
1. Customer covenants that it will undertake all measures necessary and conducive for the proper performance of the contract; Customer shall particularly

   a. supply proper notes, documentation and information necessary for the performance of the services, in particular concerning available facilities, equipment, computer programs and parts of computer programs, which are intended to function with the services to be provided;
   b. provide the IT infrastructure according to the specifications stated by ENGEL in the quotation;
   c. provide any machine interfaces (data as well as electrical interfaces) necessary;
   d. perform connectivity and wiring work for the machine data acquisition network;
   e. make available the necessary workspace and the tools and supplies for work;
   f. make available test plans and test data as well as to prepare and make available the test environment;
   g. document and inform ENGEL without delay of errors determined in the course of the test or production running of the services provided in a form that can be reproduced, in any event which is comprehensible;
   h. provide ENGEL and its subcontractors with
      i. access to its IT-infrastructure as reasonably required to perform the contractual activities;
      ii. adequate Internet connection at site for remote access to ENGEL's home-server;
      iii. permission to use third-party software and hardware to the extent necessary for the performance of the contractual activities;
   i. make available at its own cost all facilities, equipment and suitably qualified personnel for the cooperation, to the extent necessary for the provision of the services.

It is Costumer's sole responsibility to regularly backup its data with the due care of a prudent businessman. Customer shall in particular, prior to any installation and/or access by us or third parties mandated by ENGEL to its system, take a complete data security backup of all system and application data. The data backup is to be stored in such a way that the recovery of the secured data is possible at any time. ENGEL cannot be held liable for any data loss, if Customer failed to secure and backup its data properly. Customer must ensure that ENGEL (and third parties mandated by ENGEL) are granted the right to use the systems of third parties, to the extent that this is necessary in order to provide the services hereunder.

2. If Customer fails to perform its obligations hereunder in a timely manner, then ENGEL's obligations, which cannot or only be fulfilled by incurring additional cost, shall be suspended for the duration of such default. ENGEL may elect at its sole discretion either to (i) terminate the Contract by giving reasonable notice and to claim Customer for damages or (ii) perform Customer's obligations or have them performed by a third party and claim from Customer all additional costs thereby incurred. Notwithstanding the foregoing, Customer shall compensate ENGEL for any additional costs incurred due to Customer's failure to perform its obligations hereunder.

3. If Customer is granted write access to system related databases, any modification of data stored and processed in such database is within Customer's sole responsibility. Notwithstanding the foregoing, Customer is not authorized to access or modify system related data that is expressly restricted to ENGEL's access only and designated accordingly. ENGEL cannot be held liable for any damages and losses incurred by Customer due to or in connection with the access to and/or the modification of such restricted data.

4. Any modifications to machinery or peripheral equipment connected to the Software based upon files, parameter or any other data transferred from the Software (hereinafter "restricted data") is within Customer's sole responsibility. ENGEL cannot be held liable for any damages and losses incurred by Customer due to or in connection with such access to, transfer and/or the modification of or based upon such restricted data.

I. Insurance

ENGEL will at its own expense obtain and maintain during the whole term of any contractual relationship from a qualified and licensed insurance carrier professional indemnity insurance and general and product liability insurance with worldwide coverage. ENGEL will provide insurance details on request. The coverage amounts for personal injury, property damage and financial losses will be at least EUR 1,5 million per occurrence and EUR 3 million per coverage year, subject to certain sub-limits.

J. Liability

ENGEL's aggregate liability towards Customer shall be limited to the total sum paid on behalf ofor to ENGEL by its insurers in settlement or satisfaction of Customer's claims under the terms and conditions of ENGEL's insurance policies applicable thereto, but shall in no event exceed the payment, if any, received by Customer for the goods or services furnished or to be furnished, which is the subject of claim or dispute. This aggregate liability limit shall not apply in case of product liability, bodily injuries, fraud and intentional acts and omissions. The limitation of liability provided herein shall apply in any and all events, regardless of the legal theory upon which a claim is based.

K. Licence Grant

1. Unless otherwise agreed to the contrary, ENGEL hereby grants to Customer (and its successors and assigns as permitted herein) a non-exclusive, perpetual, non-sublicensable, worldwide right to use the Software (in object code form only and only in accordance with the Documentation). Transfer of the Software is subject to the explicit written consent of ENGEL, which shall not be unreasonably withheld.

2. The licence grant set out above under J.1 shall be subject to the full payment of the balance due.

3. Notwithstanding the foregoing, any rights in the software and any media where same is embedded, the fonts, symbols, pictures, audio-files and documentation shall remain with ENGEL. Customer may make copies of the Software solely for backup purposes. Unless otherwise expressly provided for in any applicable copyright law to the contrary, Customer shall not be entitled to modify, decompile, translate to another programming language, or isolate parts of the Software.

4. Customer may not undertake any activity intended to bypass, defeat or otherwise circumvent any security mechanisms contained therein – especially those employed to ensure compliance with the applicable licence conditions – in any way. Customer may not remove any proprietary notices, serial numbers or other labels for identification purpose on the Software or any related documentation belonging to ENGEL or any third-party-licensor.

5. At ENGEL's request, but not more frequently than annually, Customer shall furnish ENGEL with a document signed by Customer's authorized representative verifying Customer's usage of the software. Customer will permit ENGEL to review Customer's deployment and use of the software for compliance with the terms of this Agreement. Any reviews

shall be scheduled at least 14 days in advance, shall be conducted during normal business hours at Customer's facilities, and shall not unreasonably interfere with Customer's business activities.

L. Confidentiality

Notwithstanding any (more specific) non-disclosure-agreement the parties might have already entered into the parties shall keep in strict confidence all information obtained from the other Party that was identified as confidential or by its nature or the circumstances in which it was disclosed, ought reasonably to be considered confidential, and not generally known to the public or that has not yet been revealed. Such information may only be used by the receiving party to the extent necessary to perform its obligations under the respective agreement.

M. Loyalty & Non-Solicitation

1. The parties shall in good faith undertake to perform their obligations hereunder and refrain from any acts that would be unfavourable for the other party under good faith and fair dealing principles.

2. Each party must not, without the prior written consent of the other party, during and for 12 months after the expiry or termination of a business relationship, directly or indirectly engage, employ or seek to engage or employ any person who was an employee of or engaged by the other party. In case of a breach of the foregoing non-solicitation commitment, the party in breach shall pay to the other party as liquidated damages the gross annual salary of the employee engaged by the party in breach.

3. Without limiting the provisions of this Section M., the foregoing paragraph does not prevent either party from employing or engaging a person that responds to a genuine public advertisement placed by that party in good faith.

N. Export Control

1. Customer acknowledges that the products and services supplied by ENGEL may be subject to applicable statutory provisions and regulations regarding export control and, without export or re-export permits from the competent authorities, may not be sold, leased or otherwise transferred or used for a purpose other than that agreed upon. Customer agrees to comply with such provisions and regulations. Customer acknowledges that such provisions and regulations may change and are applicable acknowledges that such provisions and regulations may change from time to time.

2. If Customer intends to transfer the hardware / software supplied by ENGEL to third parties, together with the pertinent documentation, regardless of the manner in which they are provided or regardless of the services performed by the licensor, including technical support of any kind, Customer must comply with the applicable provisions of the national and international (re)export regulations. In any case, Customer must comply with the (re-)export regulations of the licensor's country of domicile, the European Union, the United Kingdom of Great Britain and Northern Ireland and the United States of America when passing on goods or services to third parties.

3. If required for export control checks, Customer must immediately provide ENGEL upon request with all necessary information, including information about the final recipient, final destination and intended use of the software or services.

4. ENGEL's obligation to fulfil its commitments under any agreement formed hereunder is subject to the proviso that it is not prevented by any impediments arising out of national or international foreign trade or customs requirements, including embargoes or other sanctions.

O. Processing of personal data (Data processing terms)

1. Pursuant to the following terms and conditions, ENGEL and Customer shall comply with provisions on data protection of the General Data Protection Regulation (GDPR) according to their function as Controller, respectively Processor.

2. Data processing refers to any operations or set of operations performed with personal data, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

3. For the purpose of order execution, fulfillment of contractual obligations and performance of service by ENGEL – particularly within the scope of software maintenance, the following categories of personal data may be processed by ENGEL or a subcontractor commissioned by ENGEL:
   a. names data of Customer's employees and representatives;

b. address data of Customer's employees and representatives;

c. contact data of Customer's employees and representatives.

4. With respect to the performance of software maintenance services the parties acknowledge, that Customer is Controller of personal data of its employees and representatives, while ENGEL or a subcontractor commissioned for these purposes by ENGEL are Processor of these data. Such data shall be processed exclusively in accordance with individual contractual provisions, these General Terms and Conditions or the Customer's instructions.

5. As a processor ENGEL and any subcontractor commissioned by ENGEL shall:

a. process the personal data of employees and representatives of the Customer only in accordance with individual contractual provisions, these T&C or on the documented instructions of the customer;

b. not transfer personal data to a third country without customer's consent, whereas such transfer is only permissible, if the respective third country ensures an adequate level of protection or has appropriate safeguards to protect the legitimate interests of data subjects;

c. ensure that persons authorized to process personal data have undertaken to maintain data secrecy and confidentiality or are subject to a corresponding legal obligation of confidentiality;

d. take appropriate technical and organizational measures to maintain confidentiality for any personal data processed;

e. undertake any subcontractor commissioned for the processing of personal data to the provisions of this Data processing terms or similar terms;

f. as far as possible support Customer by appropriate technical and organizational measures, to enable Customer to properly react on any queries, based upon data subjects right stated in GDPR, taking into account the means of processing;

g. in accordance with Customer's choice or instruction erase or return to Customer all personal data, and erase all existing copies, unless otherwise provided by law;

h. provide Customer with all information necessary to prove compliance with the above obligations and to enable and contribute to the performance audits by the competent authority, customer or its representatives.

II. Specific conditions for project work, delivery and installation of software

A. Scope

In addition to the general conditions set forth herein (Section I. and V.), the provisions of this Section shall exclusively apply to the project work, delivery and installation of software.

B. Scope of Supply

1. The purchased Software will be delivered and installed in the then current release-status. The detailed scope of supply will be further specified in the respective individual agreement.

2. After delivery and installation Customer shall only be entitled to a new software version free-of-charge to the extent provided by ENGEL in accordance with and subject to the respective software maintenance agreement, if any. Any errors existing or appearing in a previous software version will not be fixed by an individual remedy (Hotfix/Patch) under warranty after release of a new software version that has already fixed such errors; therefore, Customer's sole remedy with regard to such errors shall be the installation of the new software version.

C. Preparations and Organization

Planning, project management and change requests are determined exclusively by the respective contractual agreement and its attachments.

D. Source Code

Any issuance or deposition of the source code of any standard or bespoke software shall be subject to a separate Escrow Agreement, if any.

E. Delivery and Installation

1. Subject to the agreed upon requirements, ENGEL will deliver to Customer Software that shall have the functions as further specified in the order confirmation.

2. ENGEL will periodically report to Customer about the progress of work. If ENGEL has reason to believe that the work cannot be finalized within the agreed time frame, it shall promptly notify Customer thereof.

3. The Project Work Product may include Open Source Software ("OSS"); with respect to OSS the provisions of Section I.J. [Licence Grant] shall be amended and superseded by the conditions of use underlying the OSS (the "OSS-Conditions"). ENGEL shall make the source code available or accessible to Customer only to the extent stipulated in the OSS-Conditions. ENGEL shall notify Customer of the fact that OSS and OSS-Conditions exist and make such OSS-Conditions accessible to Customer or, if required according to the OSS-Conditions, provide Customer with such OSS-Conditions.

F. Acceptance

Type, scope and course of any acceptance procedure shall be determined by the respective individual contractual provisions.

G. Warranty

1. ENGEL warrants that the software conforms to the functionalities specified in the respective program documentation, provided that the Software is used in accordance with the applicable installation requirements and under the applicable conditions of use.

2. ENGEL warrants that the Software is free from third-party property rights which may restrict or exclude the agreed use of the Software.

3. Defects shall be remedied at ENGEL's option either by delivery of new software or by corresponding modification of the software.

4. ENGEL expressly excludes any warranty for

a. third-party software not included in the scope of the contract;

b. the interoperability of contractual Software with other software programs used or intended to be used by the Customer, unless otherwise expressly agreed to the contrary;

c. merely short-term, software-typical functional interruptions or malfunctions;

d. software to which the Customer or (on the Customer's behalf) third parties have made modifications without the prior written consent of ENGEL, even if the defect occurs in an unmodified part;

e. modifications by the customer or third parties (commissioned by the customer) to the hardware or hardware configuration originally provided for the software installation;

f. improper handling or errors in the operation or use of the software by the customer or third parties (commissioned by the customer)

5. Unless otherwise agreed, a 12 months' warranty period shall apply.

6. The burden of proof for the existence of any defect at time of delivery, shall be on the customer.

7. Prerequisite for any warranty claim is a prompt examination or testing of the software upon delivery or after installation as well as a prompt written notice of defects, in which Customer must, by using commercially reasonable efforts, disclose in detail the discrepancy from the specification, the operating steps which led to the defect as well as the error message of the software.

8. Prerequisites for any rectification of defects:

a. deviation affects the functions of the software;

b. deviation is reproducible;

c. Customer has installed any free of charge upgrades and modifications within the warranty period;

d. Customer provides ENGEL with all footage and information necessary for rectification of defects; and

e. Customer has granted ENGEL access to the respective hardware and software during Customer's regular business hours.

9. If the Software does not meet the agreed specifications and ENGEL fails twice to remedy within a reasonable time, each party shall have the right to terminate the agreement on the software affected with immediate effect against reimbursement of the services provided.

III. Specific conditions on software maintenance

A. Scope

The specific provisions of this Section shall exclusively apply to all services provided relating to software maintenance. General conditions set forth in these T&C (Section I. and V.) shall apply, unless otherwise provided hereafter.

B. Scope of Service

1. Services provided by ENGEL under software maintenance include:

a. Fixing of Failures;

b. Supply with and implementation of software updates, patches and bugfixes;

c. Furnishing of further developments of the licensed software modules, subject to functional extensions such as new systems or system parts;

d. Application support, including, but not limited to, information and instruction on the operation of the Software, troubleshooting and workarounds as well as replying to queries placed via ENGEL-Helpline within the agreed helpline hours by Customer's system supervisor.

2. Beyond the scope of services specified under III.B.1, ENGEL will provide the following additional services at Customer's special request:

a. Telephone support for the customer regarding questions on functionality and application possibilities of the Software;

b. Extension of the application support to persons other than the customer's system supervisor or the respective deputy;

c. On-premise failure diagnosis;

d. Support, consultation and introduction of Customer regarding installation of new Software versions, whereas such service shall be ordered at least two weeks in advance the scheduled installation;

e. Trainings.

C. Fees

1. Fees for software maintenance services are subject to the respective individual agreement. ENGEL reserves the right to adjust the agreed fees once per calendar year based on the annual index adjustments of the Austrian Collective Agreement for Employees of Companies in the Automatic Data Processing and Information Technology Services Sector.

2. Additional services pursuant to III.B.2. shall be at actual cost based upon the standard rates as amended time by time. These standard rates are provided to Customer on respective request.

D. Service Principles

1. ENGEL shall perform all services under software maintenance using that care, skill, and diligence that would ordinarily be used by similar professionals in similar circumstances considering the specific requirements of Customer's business operations.

2. Customer shall appoint a system supervisor as well as a deputy, trained by ENGEL in the application of the Software and having appropriate experience in application.

3. Unless otherwise agreed, ENGEL provides services under software maintenance exclusively to the system supervisor or his/her deputy.

4. Customer shall notify ENGEL without undue delay on any change of the system supervisor or his/her deputy.

5. Customer shall provide ENGEL with the e-mail address of the system supervisor and his/her deputy.

E. Remote Support Access

Customer shall furnish appropriate connectivity for remote support according to the specifications provided by ENGEL, in order to enable troubleshooting by means of remote maintenance. Any connectivity costs incurred by remote maintenance shall be borne by Customer

F. ENGEL-Helpline

1. Within the scope of software maintenance ENGEL shall rectify and fix all reported Failures.

2. Unless otherwise agreed ENGEL-Helpline hours are:

a. Monday to Thursday 8 a.m. to 12.00 a.m. (CET), and 1 p.m. to 5 p.m. (CET);

b. Friday 8 a.m. to 12.00 a.m. (CET), and 1 p.m. to 4 p.m. (CET).

These service hours are subject to legally defined holidays according to the Austrian Holiday Rest Act.

3. Failure reports shall only be accepted by the ENGEL Helpline within the aforementioned service hours.

4. In event of a Failure, Customer shall provide a specific, comprehensible and accurate failure report which has to contain all information enabling ENGEL to identify the cause of the Failure and to define strategies for rectification. This particularly includes information on the type of Failure, the description of the system status when the Failure occurred, the components affected and the frequency with which the defect occurred. The failure report can first be reported verbally via the ENGEL Helpline and must be confirmed in writing by e-mail, if necessary, at the request of the employees employed there by ENGEL; if possible, further information (screenshots, error logs, etc.) must be included.

5. Failures will be rectified via ENGEL-Helpline, e-mail or remote maintenance. If Customer insists on troubleshooting on-premise, Customer shall bear the costs of this service at agreed standard rates.

6. For the initiation of troubleshooting a maximum reaction period of four hours starting from receipt of the failure report at ENGEL-Helpline shall apply. If additional information to an initial failure report is required to identify the Failure, the reaction time shall begin upon receipt of the necessary additions.

G. Troubleshooting

1. Failures which substantially impair the intended use of the Software shall be rectified within a reasonable period via hotfix (patch); if rectification via hotfix is not possible or feasible within a reasonable period of time, ENGEL shall provide suitable workarounds and instruct the Customer accordingly to allow the Software to run with Customer. For the purpose of these T&C "reasonable period" means the period of time that results from weighing the severity of the impairment of use on the one hand against the technical possibilities on the other hand.

2. Any software improvements and -fixes developed and released by ENGEL, will be implemented in a new release and made available.

3. If Customer does not install a new release of the Software, any claims regarding Failures, that would have been fixed, shall be forfeited.

4. Services rendered by ENGEL under software maintenance shall include the recent main version of the Software as well as the main version immediately preceding. Software maintenance, however, is limited to only one main version.

5. Those parts of the Software implemented by hotfix or new release are subject to the same licence grant as the originally installed Software.

H. Back Up Data

ENGEL reserves the option to process and store data obtained in the course of remote maintenance access for the purpose of establishing back up profiles. In addition to this back up purpose, ENGEL may also use such data for license monitoring as well as for sustainable product improvement. The aforementioned processing and use of data will in no event contain any reference to personal data, Customer's products, production processes, used (raw) materials or tools/molds.

I. Warranty

To the extent that the Software is replaced by a new release within the scope of software maintenance, the provisions on warranties for software (see II.G.) shall apply with a warranty period of 6 months, whereby the warranty period for the originally installed software version shall remain unaffected.

J. Term & Termination

1. Unless otherwise agreed, a contract on software maintenance services shall become effective as of the date of acceptance of the Software by Customer or, if the parties failed to agree on a specific acceptance procedure, the installation date, and shall continue to be effective for an indefinite period of time, unless earlier terminated by either party upon 3 months' written notice prior to the end of the respective contract year.

2. Notwithstanding the foregoing, either party may terminate the respective contract with immediate effect for cause, if:

a. a party ceases payment or announces cessation of payment;

b. bankruptcy or a similar proceeding is commenced against a party;

c. an application for insolvency against a party is dismissed due to the lack of cost-covering assets;

d. a party materially breaches this contract and fails to cure such breach within reasonable time.

IV. Specific conditions on the purchase of hardware

A. Scope

In addition to the general conditions set forth herein (Section I. and V.), the provisions of this Section shall exclusively apply to the purchase of hardware.

B. Scope of Supply

1. ENGEL exclusively supplies hardware required for the use of the software distributed, developed or adapted by ENGEL.

2. The hardware to be delivered is determined by the respective contract. Any contractual agreement on project work, delivery and installation of

Software implies the purchase of hardware required for the use of the Software

C. Consideration

Unless not specified within a contractual agreement on project work, delivery and installation of Software, consideration for hardware is subject to a specific agreement.

V. Special conditions for "authentig Datalyzer" (user agreement)

The Customer acknowledges that the product "authentig Datalyzer" ("OEM Product") contains or incorporates proprietary software owned by QlikTech International AB ("Qlik") and its affiliates ("Qlik Products"). ENGEL grants the Customer a non-exclusive, non-transferable, revocable, and non-assignable license to use each Qlik Product only in accordance with the terms of this user agreement ("UA") in Annex 1 to these GTCs.

VI. Miscellaneous

A. Applicable Law

This General Terms and Conditions shall be governed by and construed in accordance with the laws of the state where ENGEL has its registered office to the exclusion of the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

B. Dispute Resolution

1. Subject to the paragraph below, all disputes, disagreements or any claim arising out of or in connection with a sales contract formed hereunder including any issue regarding its existence or validity shall be referred to the competent court where ENGEL has its registered office; independent thereof, ENGEL may also take proceedings against Customer in the courts of any country in which Customer has assets or in any other court of competent jurisdiction.

2. If, however, Customer´s principal place of business is outside the European Union (EU) or the European Free Trade Association (EFTA), all disputes arising out of or in connection with a sales contract formed hereunder or related to its violation, termination or nullity shall be – to the exclusion of recourse to ordinary courts of law – finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with the said rules. The place of the arbitration shall be Vienna.

C. Consent to data processing

1. The parties hereby expressly consent to the processing of personal data, in particular name, ad-dress, contact and professional data, of the persons acting on their behalf and intervening vis-à-vis the companies of the respective other party for the purpose of contract fulfilment, order pro-cessing as well as for the fulfilment of the relevant legal requirements and accounting obligations.

2. Furthermore, the parties consent to the transfer of this personal data to affiliated companies of the respective other party in countries outside the European Union for the purpose of order pro-cessing and contract fulfilment, always considering the potential risks related thereto.

3. By giving such consent, the parties also warrant to obtain corresponding declarations of consent by the respective data subjects, and upon first request to indemnify each other from all disadvantages related to any breach of the foregoing warranty.

4. Without prejudice to the lawfulness of the processing based upon consent given before, such consent (pursuant to paragraph 1. and 2.) may be withdrawn at any time by either party or the respective data subject, by using the options stated in paragraph 5.

5. An overview to all companies affiliated to ENGEL can be found under https://www.engelglobal.com/engel-locations-worldwide. Options for withdrawal pursuant to paragraph 4. to ENGEL as well as respective information are provided at sales@engel.at.

D. Force Majeure

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental ac-tion, earthquakes, or any other unforeseeable cause which is beyond the reasonable control of such party.

E. Notices

All notices, demands, or other communications herein provided to be given or that may be given by any party to the other shall be deemed to have been duly given when made in writing (including electronically and facsimile transmission) and shall be given or made by electronic mail, facsimile, personal delivery or registered or certified mail, return receipt requested and with all postage prepaid. If a Notice is given (i) after 5:00pm (CET); or (ii) on a day which is a Saturday, Sunday or bank or public holiday in the place of receipt, it is taken as having been given at 9:00 am (CET) on the next day which is not a Saturday, Sunday or bank or public holiday in that place.

F. Further Assurance

Each party must promptly do whatever any other party reasonably requires of it to give effect to this Agreement and to perform its obligations under this Agreement.

G. Waiver

The failure of either party to require performance by the other party of any provision hereof shall not affect the full right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself unless approved in writing by the parties.

H. Independent Contractor

Neither Party will be deemed to be the employee, representative, agent, joint venturer or partner of the other Party for any purpose. Neither Party has the authority to obligate or bind the other, or to incur any liability on behalf of the other, nor to direct the employees of the other.

I. Severability

The contract concluded subject to these T&C shall remain effective, even if any term or other provision thereof is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, provisions and conditions of the contract shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, it is also the intention of the parties that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of the respective contract a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

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ANNEX 1 – User Agreement ("UA") „authentig Datalyzer"

1. The following User Agreement ("UA") is provided by Qlik and is hereby transferred from ENGEL to the customer.

2. The Customer is expressly prohibited from using the Qlik Products in any way other than integrated with the data structures of the OEM Product. Customer has no license or any other right to the Qlik Products and may under no circumstances whatsoever use the Qlik Products independently or separated from the OEM Product. Qlik and its affiliates are third party beneficiaries of this UA and may enforce the applicable terms and conditions of this UA.

3. The Customer may only use the Qlik Products for its own internal purposes in accordance with the terms of this UA. Customer shall not, directly, or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute or lease the Qlik Products; (ii) transfer to any other person or entity any of its rights to use the Qlik Products except as expressly permitted hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; (iii) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (iv) use the Qlik Products in any manner not authorized by this UA.

4. Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Customer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein.

5. The Customer agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with Customer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Customer provides access and to prevent unauthorized access to use of the Qlik Products. Customer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of Partner, Qlik or their respective affiliates shall have any obligation or liability with respect thereto. Further, the Partner shall reserve the right to conduct audits at the Customer's premises to ascertain whether the Customer's use of the Qlik Products complies with the provisions of the UA.

6. Individual software components, each of which has its own copyright and its own applicable license conditions ("Third Party Software") may be distributed, embedded, or bundled with the Qlik Products. Such Third-Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third-Party Software.

7. This UA, and Customer's rights to access/use the Qlik Products, shall be immediately terminated upon (i) Customer's breach of any of the terms of this UA or (ii) termination of the UA.