General Terms and Conditions – usePAT GmbH,

Schoenbrunner Straße 231, 1120 Vienna, Austria

As of: 16.10.2026

https://www.usePAT.com/terms

General Terms and Conditions ("GTC") of usePAT GmbH

October 2026

1. General Information

1.1. The following General Terms and Conditions ("**GTC**") apply to all deliveries of our products and applications, as well as to services such as design and control (hereinafter referred to as "**services**"), including business transactions of usePAT GmbH, Schoenbrunnerstrasse 231/2.01, 1120 Vienna, Austria (hereinafter referred to as "**usePAT**"), unless otherwise agreed in writing. By his purchase order or by placing an order for a service, the client (hereinafter referred to as "**client**") declares his agreement to the applicability of the GTC. In the event of continual business relations and for any future delivery and/or service, the GTC of usePAT shall apply even if there is no express reference to the GTC.

1.2. Furthermore, the GTC form an integral part of any order form or special service contract which is agreed upon separately in writing between the client and usePAT. The GTC, the offer or the cost estimate and the purchase order/order, including any documents referred to therein, shall jointly constitute the contract (hereinafter referred to as "**contract**"). The GTC also apply without restriction to all additional services or other adaptations or changes to an order.

1.3. Any given mutual rights and obligations shall arise from the following documents in the following order: a purchase agreement concluded separately between the parties or any other individually concluded agreement (e.g., a confidentiality agreement), the offer or cost estimate and its enclosures, an individually concluded agreement and its enclosures, any applicable commissioned processing agreement pursuant to Art. 28 GDPR, these GTC, other documents referred to in the offer or cost estimate or in an individually concluded agreement and in these GTC and not attached as enclosures. In particular, the user manual for the services (the "**manual**"), which is handed over to the client when the services are delivered, shall also become an integral part of the contract. In the event of contradictions between these principles or other ambiguities regarding primacy of application or the interpretation of these principles and individual provisions thereof, the order given above shall apply.

1.4. usePAT reserves the right to change or supplement the GTC at any time. The amended terms and conditions shall not apply to current contracts unless the parties agree in writing to the applicability of the new GTC to existing contractual relationships. In this case, the text form, and therefore the e-mail form, shall suffice to meet this written form requirement. Any contract extensions are subject to the GTC in the version valid at the time of extension. The version of the GTC valid at the time of conclusion of the contract shall be decisive. usePAT concludes contracts only under these GTC.

1.5. General terms and conditions or other conditions of the client shall not become part of the contract unless this is expressly agreed in a contract. This applies, in particular, to attached terms and conditions or those that are accessible or available elsewhere, such as general terms and conditions of purchase or other referenced terms and conditions of the client.

1.6. The employees of usePAT are not authorised to make any agreements deviating from these GTC. Any such agreement requires confirmation by usePAT in order to be valid.

1.7. Unless otherwise clearly evident hereinafter from the meaning and purpose of a specific term, the following definitions shall apply in these GTC:

"**GTC**" means these General Terms and Conditions.

"**Client**" means any legal entity or natural person who, as an entrepreneur, places an order with usePAT in accordance with these GTC.

"**Firmware**" means the computer program pre-installed on the products developed by usePAT.

"**Services**" means all deliveries of products and applications of usePAT, as well as the provision of services such as design and control by usePAT to the client.

"**Manual**" as defined in Item 1.3.

"**usePAT property rights**" as defined in Item 11.

"**Software**" means all computer programs supplied to the client on the basis of these GTC, and specifically includes the firmware of usePAT, as well as computer programs and software components supplied in connection with the services of usePAT or on the basis of a custom-made product, in particular, software files and other relevant computer information, documentation and other written explanatory material, as well as all modified versions and copies and also all updates, upgrades and extensions provided by usePAT.

"**Custom-made products**" means the results developed and produced by usePAT on the basis of the client's order, which may in particular include hardware and software components, as well as special processes or technologies.

"**usePAT**" means usePAT GmbH, Schoenbrunnerstrasse 231/ 2.01, 1120 Vienna, Austria.

"**Confidential Information**" as defined in Item 18.

"**Contract**" as defined in Item 1.2.

2. Offer and conclusion of contract

2.1. All documents designated by usePAT as "offers", "cost estimates" or the like are generally subject to confirmation and therefore non-binding and are to be understood as an invitation to the client to submit an offer. They do not however constitute an offer to conclude a contract.

2.2. The offers of usePAT are subject to confirmation with regard to delivery date and delivery period. Binding agreements regarding dates must be recorded in writing or confirmed in writing by usePAT.

2.3. Orders or purchase orders of the client shall have binding effect to usePAT only after these have been confirmed in writing (see Item 24.1.). No contracts of any kind whatsoever shall come into existence before this date.

2.4. Contract amendments or contract adaptations by the client and, in particular, cancellations, require mutual agreement. The client shall bear any costs incurred as a result of this.

2.5. Details of product characteristics in all supplied documents are for information purposes only and shall be regarded as guaranteed only if these have been guaranteed in a separate contractual agreement.

2.6. All cost estimates, drawings, user manuals and other documents that are related to the services, product descriptions, attached to the offer or otherwise made available to the client are the intellectual property of usePAT and all rights of their exploitation and use are held by usePAT. The client is granted a right of use only within the scope of this contract. Reproduction, transfer or making available in whole or in part to third parties is prohibited. usePAT reserves the right to correct errors in brochures, product descriptions, user manuals and also in price lists before conclusion of the contract. If there are errors in

price and calculation or if the scope of the order deviates from the scope of the inquiry without prior consultation with usePAT, usePAT shall be entitled to correct the agreed price if the contractual pricing was based either on the individual calculation bases or if the client has recognised the error. usePAT is entitled to correct obvious spelling errors at any time.

3. Services to be provided

3.1. The services to be provided are determined by the content of the offer or a cost estimate sent by usePAT to the client, as well as the commissioning of usePAT confirmed in written form or any other agreement concluded with the client. Unless otherwise agreed, production-related deviations with regard to dimensions, weight, technical features and specifications are permissible within the tolerance limits customary in the industry and specified in any applicable technical standards, such as the Austrian Standards ÖNORMEN, and shall be deemed approved in advance.

3.2. usePAT does not guarantee the usability of the services for specific purposes, unless expressly agreed otherwise in a separate contract, in the offer or in the manual. The client thus bears the sole risk of using the services provided by usePAT for the intended purposes.

4. Prices and costs

4.1. The prices set by usePAT shall apply. All prices are subject to statutory value added tax. If there is an increase in costs (including but not limited to production costs, delivery costs, material costs) in the period between the conclusion of the contract and delivery, usePAT shall be entitled to increase the prices according to the ratio of the cost increase, unless otherwise agreed. The same applies to cost reductions. If the price increase exceeds 5%, the client reserves the right of withdrawal within 5 working days after notification of the increase.

4.2. All price quotations, unless contractually agreed, are subject to confirmation and are net prices. Unless another currency is explicitly stated, all prices are quoted in Euro.

4.3. Unless otherwise agreed, all prices are ex works in accordance with Incoterms 2020 and do not include costs for transport, packaging, assembly or installation. All costs incurred for transport, packaging, assembly and installation will be charged to the client according to the actual expenditure.

5. Terms of payment and prohibition of set-off

5.1. Invoices are due for payment without any charges and deductions within a period of 14 days from the date of invoicing, unless otherwise stated.

5.2. Unless otherwise expressly agreed, all payments shall be transferred to the account specified by usePAT on the invoice.

5.3. The timeliness of the payment shall depend on the date on which the amount is received in the account of usePAT.

5.4. Default occurs immediately upon expiry of the due date for payment. Prior reminder by usePAT is not required.

5.5. The client shall pay interest on arrears at the statutory rate in the event of default of payment. For entrepreneurs, this amounts to 9.2% above the base interest rate valid at the time of default of payment. In the event of default of payment, the client is also obliged to reimburse pre-trial costs, which shall include, in particular, reminder fees, collection fees and lawyers' fees. If the client is in default with a (partial) payment or if insolvency proceedings are instituted or if the application is rejected due to insufficiency of assets to cover costs, usePAT is entitled to demand immediate payment of all unpaid invoice amounts that are not yet due and/or to demand advance payment or provision of security for future services.

5.6. The client is not entitled to set off or withhold payments on account of counterclaims or warranty claims that are disputed and not recognised by declaratory judgement.

6. Terms of delivery and service

6.1. Deliveries/shipments shall be made at the discretion of usePAT and usePAT shall determine a suitable means of transport, a suitable forwarding agent or carrier or a suitable shipment route. At the request of the client, usePAT may take out transport insurance for services. The costs incurred for this shall be borne by the client.

6.2. Unless otherwise agreed, usePAT is entitled to make partial deliveries according to the production yield or on account of other unforeseeable important reasons. Each partial delivery shall be deemed an independent transaction. Partial deliveries can be made at an extra charge at the request of the client.

6.3. usePAT endeavours to adhere strictly to delivery dates. Unless expressly agreed as binding, delivery dates are non-binding and are always to be understood as the expected time of provision and handover to the client. However, the client is also obliged to accept performance after the originally agreed delivery date.

6.4. A contractually agreed delivery period shall be deemed to have been adhered to if the services are provided ex works before the expiry of this period, or if any agreed deliveries/shipments have left the works. The client's timely and proper fulfilment of his obligations is a prerequisite for adherence to the delivery obligation. usePAT reserves the right to plead non-performance of the contract.

6.5. The delivery period shall be extended appropriately if the client notifies requests for changes or additions and/or if unforeseen events occur and such events cannot be attributed to usePAT. Unforeseeable events include but are not limited to the events referred to in Item 6.6.

6.6. Circumstances or events for which usePAT is not responsible and which make delivery impossible or unreasonably difficult, such as operational disruptions, traffic disruptions, shortage of raw material or energy, strikes, lawful lock-outs, or improper or delayed delivery by suppliers of usePAT, shall release usePAT from its obligations under the contract. However, if the hindrances are temporary, usePAT shall be released from its obligations under the contract only for the duration of the hindrance plus a reasonable start-up period.

6.7. If the client cannot reasonably be expected to accept the delivery or performance of the service owing to the delay, the client is entitled to withdraw from the contract by notifying usePAT immediately in writing. However, in this context, the client's claims for damages against usePAT are excluded, except in cases where damage was inflicted intentionally or due to gross negligence.

6.8. A separate fee must be paid if usePAT is commissioned with transport, packaging, assembly or installation of the services at the agreed place of installation. Unless otherwise agreed, these services will be charged according to the actual expenditure, in accordance with the respective applicable hourly rates and prices of usePAT specified in the offer.

6.9. If the client has not accepted the goods as agreed and is therefore in default of acceptance, usePAT is entitled, after a grace period that has been set expires unsuccessfully, to store the goods subject to payment of reasonable storage charges. At the same time, usePAT is entitled to either insist on fulfilment of the contract or, after setting a reasonable grace period, to withdraw from the contract, utilise the goods elsewhere and to claim the balance as compensation.

7. Transfer of risk

7.1. In the absence of any deviating written agreement, the services shall generally be provided ex works in accordance with Incoterms 2020. The risk shall pass to the client upon provision of the services for collection ex works or, in the case of an agreed delivery/shipment, upon handover to the forwarding agent or shipping service provider. If the client is in default of acceptance, the transfer of risk shall take place

when usePAT is ready for performance. These provisions shall also apply to any partial services. If shipment is delayed at the request of the client, the risk shall pass to the client upon notification of readiness for shipping.

7.2. The client is obliged to accept the services within 7 working days from receipt of the notification that the services have been made available for collection. Otherwise, the client will be in default of acceptance. In the case of default of acceptance, usePAT is entitled to withdraw from the contract without setting a grace period.

In particular, usePAT is entitled to demand reasonable storage costs for storage of the goods.

7.3. In the case of withdrawal from the contract due to default of acceptance by the client according to Item 16.5.1, usePAT may also utilise the services and claim the balance as compensation vis-à-vis the client. Further claims for damages of usePAT vis-à-vis the client remain unaffected.

7.4. At the request of the client, usePAT shall insure the delivery by taking out transport insurance. The client shall bear the costs incurred in this respect.

8. Retention of title

8.1. All services rendered shall remain the property of usePAT until they have been paid for in full, including payment of all secondary claims. The client shall bear the entire risk for services that are subject to retention of title (reserved items), in particular, the risk of destruction, loss or deterioration.

8.2. The client is permitted to resell the reserved items only after obtaining prior written consent from usePAT.

8.3. The client is not permitted to pledge or transfer the reserved items in favour of third parties by way of security without the prior consent of usePAT. The client shall notify usePAT immediately, in writing, of any seizure by third parties, at the latest within a period of 24 hours, so that usePAT can enforce its rights of ownership.

8.4. In the event of default of payment by the client, usePAT reserves the right to restrain the delivered services until payment is made in full. The client shall be liable to pay damages for any costs incurred. The client's obligations under the contract, in particular, the obligation for payment of outstanding liabilities, remain unaffected.

8.5. In the event of withdrawal from the contract in accordance with Item 16.5.3, the client shall be obliged to return the reserved items without delay and compensate for any reduction in value of the items. Furthermore, the client is obliged to pay an appropriate user fee according to the prices specified by usePAT in the offer.

9. Participation of the client

9.1. The client is obliged:

9.1.1. to carry out any necessary preparatory work in a professional manner at his own expense and responsibility and to provide all available documents to usePAT in due time for the fulfilment of the order,
9.1.2. to secure the parts of the system in or on which work is carried out and to make upstream or downstream parts accessible prior to commencement of services by usePAT,
9.1.3. to provide the necessary electricity, any internet connections, as well as tools and aids at his expense,
9.1.4. to generally point out any possible risks associated with the fulfilment of the order to usePAT before and during the fulfilment of the order,
9.1.5. to properly dispose of disassembled parts unless they are the property of usePAT under an agreement, and to properly dispose of unneeded operating materials and other waste at his own expense.

9.2. The client acknowledges that his cooperation in good faith and the timely fulfilment of his respective obligations is required to enable usePAT to provide the services successfully. The client shall therefore provide usePAT with all necessary information and materials in due time and shall fulfil reasonable requirements (according to specifications of usePAT) that are necessary for timely performance of the respective services by usePAT. The information provided by the client to usePAT must be complete and accurate. The client shall provide advisory opinions, approvals and other declarations regarding the submitted documents and materials in due time. usePAT is entitled to reject manpower or material provided by the client if there are justified reasons for such rejection.

9.3. If the client does not fulfil the obligations specified in 9.1.1. to 9.1.5. or does not fulfil these obligations in a timely or professional manner, usePAT is entitled to interrupt or to refuse to provide the services and to withdraw from the contract without setting a grace period.

9.4. The client acknowledges that the services may contain technologies and/or software that may be subject to export control in Europe, the USA or other countries to which they are supplied or in which they are used. The client shall be solely responsible for compliance with these restrictions if he performs or re-performs the services. usePAT is not obliged to ensure that the services can be delivered from Austria and that they are permitted to be used outside Austria. On the contrary, the client shall indemnify and hold usePAT harmless from and against any damage, expenses and other disadvantages which result either from the fact that the product is to be used outside Austria or are otherwise connected with this provision (e.g., violation of export restrictions).

10. Procedure for custom-made products

10.1. In the case of products that are custom-made for the client or adaptations to the product according to the client's requirements, the detailed technical, commercial and time modalities will first be specified with binding effect in a planning phase. The performance of the services for the custom-made products or adaptations shall commence only after the client has approved these specifications. Hence, the client alone shall bear the risk of the suitability and completeness of these specifications for his requirements with regard to the custom-made products and adaptations.

10.2. The development phase will commence after completion of this planning phase, namely, with the release of the specifications. If usePAT submits individual components for release to the client in the course of development, the client shall be obliged to declare the release of the components within a reasonable period of time or notify the extent to which the services still need to be improved. The release thus serves to check whether the services to be provided by usePAT meet the requirements for the custom-made products or adaptations, and to allow the commencement of the services that are based on it.

10.3. usePAT is obliged to deliver the services to the client for acceptance only after completion of the development phase.

11. Intellectual property

11.1. usePAT is the owner of trademarks, patents, utility models, software and copyright-protected works and is also aware of knowledge and practical experience, whether formally protected by law or not, related to the products that form the subject-matter of the services, in particular, the technology, construction, functioning and servicing, as well as the product design, processing methods, mechanism, specifications and also any other information or data that can be attributed to the products (hereinafter referred to collectively as "**usePAT property rights**").

11.2. usePAT is and shall remain the sole owner of all usePAT property rights which are introduced into the contract upon provision of the services, and reserves all rights of ownership, including all copyrights and other intellectual property rights.

11.3. Unless expressly permitted by usePAT, the client is obliged to treat all information concerning usePAT property rights confidentially and shall refrain from using it for his own commercial or public purposes or for any other purpose.

11.4. In particular, the client is prohibited from using the usePAT property rights and all knowledge gained from these rights for information purposes or for the creation of similar products. Furthermore, the client undertakes to refrain from making any copies, decompilations, modifications or derived works from the usePAT property rights and to refrain from reverse-engineering them in order to determine their composition, function, structure or formulation or for any other purpose, and to refrain from otherwise using them as a template or suggestion for the development of similar (technical) solutions.

11.5. The client is prohibited from further developing and improving the usePAT property rights without the consent of usePAT. usePAT must be informed immediately if such developments occur by chance in the course of performing the tasks under this contract. usePAT shall be exclusively entitled to all rights thereto, and at least to exclusive exploitation rights.

12. Notice of defects

12.1. The client must notify defects in writing immediately after acceptance and no later than 14 days after acceptance. Hidden defects must be notified in writing within 7 days of their discovery. The notice of defects must be sufficiently justified and accompanied by proof.

12.2. In the event of an improper or delayed notice of defects, the legal consequences of Section 377 of the Austrian Commercial Code (Unternehmensgesetzbuch – UGB) shall apply, and warranty claims and all rights derived from the defect of the service shall be forfeited. This also applies in particular to claims for damages.

12.3. Furthermore, the legal consequences of Section 378 UGB (obligation to give notice of defects in the case of wrong delivery or errors in quantity) shall also apply with the periods of time stated in Item 12.1.

13. Warranty

13.1. usePAT hereby warrants that the services have the contractually required, described and/or warranted characteristics for the duration of the warranty period according to Item 13.6. The warranty obligation is in any case limited to compliance with the generally recognised rules of technology.

13.2. To the extent permitted by law, usePAT excludes any further warranty towards the client, in particular, but not limited to, the warranty for specific marketability, suitability, or fitness of the services for a certain purpose. The client is therefore solely responsible for the usability of the services in buyer-specific applications. Parts which are subject to natural wear and tear are also excluded from the warranty in any case.

13.3. A defect does not exist in case of a merely insignificant deviation from the agreed quality, insignificant impairment of usability, natural wear and tear, incorrect or negligent handling of the services, excessive strain, or if it arises due to special external influences or interactions which are not covered under the contract, as well as in the event of non-reproducible software errors. Furthermore, no warranty claims can be asserted if the services have not been used in accordance with the manual (e.g., in the event of opening the product, misuse, incorrect operation, neglect, accident, manipulation, modification, unauthorised repair, improper installation), and generally cannot be asserted in the event of unsuitable and improper use of the services, faulty assembly or commissioning by the client or by third parties commissioned by the client, in the event of insufficient maintenance measures, in the event of changes or extensions to the services carried out by the client or by third parties, or in the event of chemical, electrochemical or electrical influences, unless these are intended under the contract. usePAT's warranty obligation shall also be void to its full extent if the client connects or has connected the services to unsuitable, inadequate, non-standard or unapproved assembly constructions or cabling and power systems, has made changes, exchanged parts, or has used materials that do not comply with the original specifications according to the manual or other specifications announced by usePAT, or has used the services excessively or handled the services negligently or incorrectly.

13.4. usePAT does not warrant the calibration of equipment, but warrants that its equipment can be adjusted to meet the accuracy requirements specified in the manual, the contract or in written specifications of usePAT, if any, for the warranty period stated above, provided that the equipment is properly installed and used. For products sold by usePAT but manufactured by other manufacturers, usePAT assumes warranty only to the extent of the remaining warranty period of the original manufacturer.

13.5. Furthermore, usePAT warrants only the professional delivery of the services. The client is responsible for proper and professional interconnection. usePAT does not make any representations or warranties with respect to the reliability, accuracy, completeness, correctness or usefulness of the measurements and measurement results, and disclaims all liabilities arising out of or in connection with such measurements or measurement results.

13.6. The warranty period is six (6) months from the date of acceptance. The client shall prove the existence of defects to usePAT. Application of Section 924 of the Austrian Civil Code (Allgemeines Bürgerliches Gesetzbuch – ABGB) is excluded.

13.7. In the case of justified defects, the warranty is limited to improvement, replacement or subsequent delivery of the missing part at the discretion of usePAT. usePAT is permitted to carry out several improvements or provide several replacement deliveries. Claims for conversion and price reduction are excluded.

13.8. The warranty period shall not re-commence when the service has been improved or replaced. In any case, the warranty obligation shall end after the expiry of the period specified in Item 13.6.

13.9. In the event of a defect which is covered by warranty, usePAT shall have the choice of either repairing the defective service at the place of use or having the defective service dispatched to usePAT, in which case the dispatch shall be at the risk of the client.

13.10. If the client's notice of defects proves to be unjustified, usePAT shall be entitled to charge the expenses incurred for checking the unjustified complaint in accordance with its general rates.

13.11. The claim for recourse according to Section 933b ABGB is excluded.

14. Warranty for infringement of third party property rights

14.1. If the use of the services, including the software, is prohibited by court order or if, in the opinion of usePAT, a lawsuit for infringement of third party property rights is imminent, usePAT has the option to proceed as follows: (i) Changing and modifying the services so that they no longer infringe any property rights; (ii) Obtaining a licence for the further use of this service; or (iii) Withdrawing from the contract (or from a part of the contract) and refunding the remuneration actually paid for the services covered by the withdrawn part.

14.2. The client has no right of withdrawal if one of the alternatives in Item 14.1. is implemented.

14.3. The above provisions for the case of infringement of third party property rights are final. However, they shall apply only if the client immediately notifies usePAT in writing of asserted infringements of third party property rights, if the client enables usePAT to carry out the modification work according to Item 14.1., if the client reserves all defensive measures including out-of-court settlements for usePAT, if the client is not responsible for the infringement of property rights, if the infringement of property rights is not based on an instruction of the client and/or the infringement of rights was not caused by the client modifying the services on his own authority or using them in a non-contractual manner.

15. Liability and product liability

15.1. In all cases under consideration, usePAT, its organs, its employees and other vicarious agents shall be liable only in the event of wilful intent and gross negligence. However, this limitation of liability does not apply to personal injury.

15.2. Any further liability such as, in particular, liability for indirect damage, lost profits, lost interest, failure to make savings, consequential damage and financial loss, damage resulting from a failure of the equipment, damage resulting from incorrect measurements, damage resulting from claims asserted by third parties and liability for the loss of data and programs and their recovery, is excluded to the extent permitted by law.

15.3. The client is responsible for providing proof of fault of usePAT. The reversal of the burden of proof pursuant to Section 1298 ABGB shall therefore not apply.

15.4. The services offer only the safety that can be expected on the basis of the manual and otherwise on the basis of statutory provisions, official regulations, other regulations for the handling of the services (operating manuals, service regulations, etc.), in particular, also with regard to prescribed checks and inspections, and other specified instructions.

The client is aware that the services are not certified according to a uniform internationally recognised technical standard and that different regulations, standards or certifications which the services do not fulfil may therefore potentially apply and have to be observed in different countries.

15.5. The client is obliged to take all reasonable and possible measures to avoid loss and to keep any loss incurred as low as possible. Otherwise, usePAT shall be entitled to demand a reasonable reduction of the loss claimed.

15.6. Claims for damages shall become time-barred within six (6) months after the client becomes aware of the loss and the injuring party, but in any case after three (3) years from the act of infringement.

15.7. Irrespective of any fault on the part of usePAT, any liability of usePAT in the case of fraudulent concealment of a defect or a procurement risk, as well as liability under the Product Liability Act, shall remain unaffected. Should the client himself be held liable on the basis of the Austrian Product Liability Act (PHG) or corresponding foreign regulations, he hereby expressly waives any recourse against usePAT, in particular, within the meaning of Section 12 PHG or corresponding foreign regulations, unless gross negligence on the part of usePAT can be proved.

15.8. usePAT does not have an obligation to check, warn and/or notify circumstances or conditions of a technical or factual nature which are outside the agreed scope of the offer and services. usePAT shall not be liable for negative consequences resulting from obvious or hidden unsuitability of materials, substances, hardware and/or software, data and/or incorrect instructions provided by the client.

15.9. All existing liability claims against usePAT based on the merits are limited at the most to the net value of the individual service giving rise to the liability claim or to the actual coverage by an insurance policy taken out by usePAT, whichever is higher.

16. Withdrawal from the contract

16.1. Unless otherwise agreed, the client may withdraw from the contract in writing (see Item 24.1.) in the event of delayed services or non-performance of services if such delay or non-performance is due to gross negligence on the part of usePAT and is also not due to unforeseeable events within the meaning of Item 6.6.

16.2. The prerequisite for exercising the right of withdrawal is a grace period of 4 weeks that has been set in writing and the expiry of this period.

16.3. The client's claims for compensation in the event of withdrawal from the contract are excluded, except in cases of wilful intent.

16.4. The client's withdrawal from the contract is excluded in any case if it relates to custom-made products.

16.5. Without prejudice to any other rights, usePAT is, in particular, entitled to withdraw from the contract immediately and without setting a grace period, for the following reasons:

16.5.1. if there are reasons in the client's sphere which make it impossible to perform the services or delay the performance of the services, for example, if the client is in default of acceptance.

16.5.2. if usePAT has doubts about the solvency of the client and the client does not agree to usePAT's request for advance payment or provision of appropriate securities before the performance of the services.

16.5.3. if the client is in default of payment.

16.5.4. if the client commits a breach of contract owing to which the continuation of the contract is unreasonable for usePAT.

16.5.5. if the client violates the confidentiality obligations specified in Item 19.

16.6. usePAT may exercise this right of withdrawal only with regard to individual (partial) services.

16.7. In the event of withdrawal from the contract, (partial) services already provided by usePAT shall be invoiced and paid for in accordance with the contract. Instead of this, usePAT also has the option of demanding the retraction of services that have already been handed over. The client must compensate for any reduction in value of the services and is obliged to pay an appropriate user fee. This shall not affect further claims for damages of usePAT vis-à-vis the client.

17. Exclusion of the right to rescind the contract

17.1. Rescission of the contract because of error, loss of the basis of the business, or laesio enormis (less than half) is excluded, unless this violates mandatory law.

18. Granting of rights of use

18.1. With regard to services that include software developed by usePAT, usePAT grants the client a non-exclusive, non-transferable and non-sub-licensable, as well as limited right to use the software within the scope of the contract and, as far as the firmware is concerned, only as an integral part of the usePAT products. The right of use is therefore limited to the use of the applications integrated in the usePAT products and otherwise limited to the use of the services according to this contract.

18.2. This Item 18.1. entitles the client only to use the software as far as this is necessary for the intended use of the services according to the contract, but does not entitle the client to make copies or to otherwise exploit the software or any parts thereof. The client is entitled to copy the software or only parts thereof, within the scope of the licence agreed upon in the contract, for the purpose of installation on hardware that is either provided to the client via hosting, is owned by the client or is rented or leased by the client, provided this has been labelled accordingly by usePAT or otherwise expressly permitted.

18.3. It is hereby clarified that the software, as well as all documentation, specifications and other documents made available to the client, constitute Confidential Information in accordance with Item 19.1 of these GTC and are therefore subject to non-disclosure in accordance with Item 19.

18.4. usePAT is the sole owner of the software in all its forms, which thus includes both the machine code and the material for the development of the computer program, as well as its external design and especially includes the screen display and functions. The client is not permitted to modify, decode or decompile the object code himself or via third parties, or produce or attempt to produce the source code by reverse engineering or in any other way, with the exception of cases where this is permitted under Section 40d of the Copyright Act. Prior to decompiling the software, the client shall request usePAT in writing, with

reasonable notice, to provide the information and documents necessary for establishing interoperability. The client is entitled to decompilation in the above-mentioned sense only if this request remains unsuccessful despite setting a deadline in writing.

19. Non-disclosure

19.1. The client undertakes to treat as confidential all information and data, communications, documents, company and business secrets, know-how, etc., in particular, those in accordance with Item 18 (jointly referred to as "**Confidential Information**"), which is disclosed, transferred or handed over in the course of a contract, whether in writing, orally or by means of electronic data processing, or which has come to his knowledge in any other way, and to keep it confidential, meaning, to refrain from passing it on to third parties and from using it for purposes other than the contractual purposes.

19.2. All persons who may gain access to such Confidential Information on the basis of this contract shall be demonstrably obliged by the client to likewise observe all the confidentiality obligations that are imposed on the client, even after the activities of such persons for the client's company are terminated or even after the end of the contractual relationship between usePAT and the client.

19.3. The client must take all reasonable precautions to prevent unauthorised use of Confidential Information and/or to ensure that third parties are prevented from accessing such Confidential Information. At the request of usePAT, the client shall sign a separate non-disclosure agreement.

19.4. The client is obliged, at any time, even after termination of the contract, to return the Confidential Information immediately to usePAT upon demand, including copies in paper form, as well as electronic form, and all documents referring to the Confidential Information, and is obliged to destroy such Confidential Information or delete it in a non-recoverable way. At the request of usePAT, the deletion or destruction that has been carried out shall be confirmed by the client in writing at any time in each individual case and proved by providing evidence.

20. Data Privacy

20.1. The client acknowledges that usePAT processes personal data in accordance with the General Data Protection Regulation (GDPR) in the course of fulfilment of the contract.

20.2. Detailed information regarding the type and scope of data processing and the rights of data subjects can be found in the Privacy Policy, available at https://www.usepat.com/j/privacy/ .

20.3. If usePAT is commissioned with the processing of personal data as a commissioned processor within the meaning of Art. 4 Z 8 GDPR, the client undertakes, at the request of usePAT, to enter into a commissioned processing agreement with usePAT, within the meaning of Art. 28 para. 3 GDPR, simultaneously at the time of signing the contract. If the client does not immediately comply with this obligation, this shall constitute a reason to withdraw from the contract in accordance with Item 16.5 of these GTC.

21. References

21.1. By placing an order, the client grants usePAT the right to refer to an existing or already terminated business relationship in public in any conceivable way with the name, trademark and/or company logo of the client.

21.2. This consent can be revoked by the client in writing at any time.

22. Disposal of Waste Electrical and Electronic Equipment (WEEE / WEEE Directive)

22.1. Transfer of the Obligation to Dispose: The customer (buyer) assumes the obligation to properly dispose of or have the delivered equipment recycled at their own expense upon the end of its use, in accordance with all applicable legal regulations, in particular the Austrian Waste Electrical and Electronic Equipment Ordinance (EAG-VO) in its currently valid version.

22.2. Indemnification (Holding Harmless and Indemnification): The customer shall fully indemnify and hold harmless the seller (manufacturer/importer as defined by the EAG-VO) from all obligations under § 10 EAG-VO (financing the collection and treatment of commercial waste equipment) as well as from all related claims by third parties (in particular subsequent users).

22.3. Obligation to Pass On to Third Parties (Disclosure Clause): If the customer transfers the delivered equipment or parts thereof to commercial third parties (e.g., through resale, rental, or leasing), the customer agrees to contractually impose on such third parties the obligation to properly dispose of the equipment at their own expense upon termination of use. In addition, the customer must require the third party to, in turn, impose this obligation in the event of further transfer (chain contract).

22.4. Legal Consequences of Failure to Pass On Obligations: If the customer fails to contractually transfer the disposal obligation and the obligation to pass it on to the third party, the customer remains personally liable to the seller to bear the disposal costs and to indemnify and hold the seller harmless from all claims by public authorities or private parties.

22.5. Statute of limitations: The seller's claim for indemnification and hold harmless by the customer shall not be barred by the statute of limitations until 30 years have elapsed from the date the equipment ceased to be used.

23. Applicable law

23.1. All contractual relationships and these GTC are subject to Austrian law. The rules of private international law and the UN Convention on Contracts for the International Sale of Goods are hereby excluded. The application of the Austrian Private International Law Act (IPRG) and other conflict-of-law provisions is expressly excluded.

24. Place of jurisdiction

24.1. The Vienna Commercial Court is agreed as the exclusive place of jurisdiction for the contracting parties for all disputes arising out of or in connection with these GTC, a contract or the purchase orders, in particular, also with regard to the question of the conclusion and validity.

25. Notifications

25.1. All notifications and declarations under these GTC, including those otherwise made pursuant to the contract, shall be made in writing by an authorised representative of the respective party. It is hereby clarified that the term writing does not mean signing within the meaning of Section 886 ABGB and therefore the text form (e.g., e-mail) is sufficient, unless the written form is agreed in individual cases or is required by statutory provisions. In the case of delivery by e-mail, the notification shall be deemed to have been received on the day it is sent, provided it was sent on a working day during normal business hours and the sender has not received an error message.

25.2. Any change of address, e-mail address or other contact information of a party to whom notifications are to be delivered shall become effective in relation to the respective other party upon receipt of such notification.

26. Legal succession, assignability

26.1. The client is not entitled to assign the contract or the rights and obligations arising from the contract between the parties on the basis of this contract to a third party or to assign these rights and obligations in any other way, including by way of universal succession, without the prior written consent of usePAT. This also includes a change of control at the client and therefore includes the sale of all or essentially all of the client's assets, any merger, division or acquisition of the client with, by or into another corporation, company or person, or any change in ownership structure of more than fifty percent (50%) of the client's capital or voting rights, in one or more related transactions.

26.2. If the client wishes to assign the contract or the rights and obligations arising from the contract between the parties on the basis of this contract to a third party within the meaning of the above provision, usePAT must be informed of this in advance and may object to the assignment, in writing, within 14 working days after dispatch of this information, provided this objection is based on an important reason which is serious enough to justify extraordinary termination. In the event of a legally effective assignment, the GTC shall also bind any legal successor of the client and shall continue to apply in full.

27. Severability clause

27.1. Should any provision of the GTC or the contract be or become invalid or unenforceable in whole or in part, the validity or enforceability of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid or enforceable provision that comes as close as possible to the economic content of the invalid or unenforceable provision. This also applies analogously to gaps in the GTC or in a contract.

28. Language of the contract

28.1. These GTC have been formulated in German. In the event of inconsistencies or discrepancies between the German version and one of the other language versions, the German version shall prevail.