

Terms and Conditions of XALAX GmbH

(as of May 2026)

1. Scope of Application

- 1.1. The following General Terms and Conditions (“GTC”) apply to all deliveries and services provided by XALAX GmbH, Auer-Welsbach-Gasse 36, 8055 Graz, Austria (“XALAX”) to business customers (“Customer”). The version of these GTC valid at the time the contract is concluded shall apply.
- 1.2. Support and maintenance, including the associated provisions, are not covered by these GTC. Corresponding provisions are the subject of maintenance and support contracts to be concluded separately between the parties.
- 1.3. Deviations, conflicting terms or additions shall not form part of the contract, even if XALAX is aware of them, unless XALAX expressly agrees to their validity in writing.
- 1.4. In the event of the supply of third-party software or the granting of rights of use to third-party software, the terms and conditions of the manufacturer of the respective software shall take precedence (see clause 12).
- 1.5. Individually negotiated and by both parties signed contractual documents and order confirmations from XALAX, including referenced documents and annexes (“Individual Contracts”), shall take precedence over these General Terms and Conditions. In the event of contradictions or ambiguities, the following order of precedence shall apply:
 1. Individual Contracts
 2. these General Terms and Conditions
 3. other Customer documents, provided that XALAX has expressly agreed to their validity in writing.

2. Conclusion of Contract

- 2.1. Quotations from XALAX are subject to change and non-binding.
- 2.2. Outside a contract document signed by both parties, a contract is concluded only when XALAX expressly accepts the order by written order confirmation or by delivering the goods or providing the services. XALAX is entitled to refuse acceptance of the order—for example, following a credit check on the Customer. Otherwise, XALAX reserves the right to a reasonable period of acceptance. In any event, confirmation of receipt of an order does not constitute binding acceptance of the order.
- 2.3. Any special instructions from the Customer, for example regarding deadlines, discounts or similar matters, shall only apply if expressly acknowledged by XALAX within the framework of the individual contract.
- 2.4. XALAX prepares its service descriptions, illustrations and other sales documents with due care, but reserves the right to correct any errors subsequently.

3. Subject matter

- 3.1. The subject matter, nature and scope of the deliveries or services are determined exclusively by the individual contract. Deviations shall only apply if they have been expressly agreed between the Customer and XALAX in an individual contract.

- 3.2. The basis for orders is the individual contract, the underlying documents and specifications of which are drawn up by XALAX on the basis of the information and documents provided by the Customer (“Documentation”). The Customer shall review the documentation for accuracy and completeness. By placing an order, the Customer confirms that it has reviewed the contractual documentation and that the products and services meet its requirements.
- 3.3. Services shall be provided to the best of our professional knowledge, with due care and in accordance with the current state of the art. A specific result shall only be owed if the provision of a specific task has been expressly agreed between the Customer and XALAX and this agreement is expressly designated as a contract for specific work.
- 3.4. Even if services are provided by XALAX employees or other agents at the c Customer’s premises, XALAX retains unrestricted authority over such personnel, without them being integrated into the Customer’s operations. XALAX is entitled to engage subcontractors to provide services. Employees of companies affiliated with XALAX within the meaning of Section 189a of the Austrian Commercial Code shall be deemed to be employees of XALAX. If the Customer acquires third-party software products via XALAX, the manufacturers of such software products shall not be deemed to be vicarious agents of XALAX, but shall be independent contractual partners of the Customer, unless otherwise expressly agreed.
- 3.5. Unless expressly agreed otherwise, the place of performance for the services shall be exclusively the registered office of XALAX in Graz. XALAX is entitled to provide services remotely. In the case of digital deliverables, the risk passes to the Customer upon provision for collection, transmission or activation (in particular provision via a download link, transfer to an agreed system or notification of readiness for acceptance). If contractual acceptance is provided for, the transfer of risk takes place at the latest upon acceptance. In the event of a delay in acceptance by the Customer, the risk shall pass upon receipt of the notification of readiness.

4. Change Requests

- 4.1. The parties may request changes to the scope of services described in the individual contract, including documents and annexes referenced therein (“Change Request”), in writing.
- 4.2. XALAX shall assess the impact of a Change Request on the scope of services, deadlines and remuneration and shall provide the Customer with a written notification of the change, including a cost estimate. The costs incurred in assessing and specifying a Change Request shall be borne by the Customer.
- 4.3. Changes shall only take effect upon the express written consent of both parties. If no agreement is reached within 14 calendar days of receipt of the change notice, the Change Request shall be deemed not agreed and the contract shall continue on the basis of the previous scope of services.
- 4.4. Delays caused by change requests shall not constitute a default on the part of XALAX.

5. Prices

- 5.1. The prices specified in the individual contract shall apply.
- 5.2. XALAX shall charge the statutory value added tax on the prices, including all ancillary costs. The Customer agrees to the invoice being sent electronically.
- 5.3. For the provision of services, monthly billing on a time and materials basis is agreed. In the case of time and materials billing, XALAX shall document the services rendered in service

reports and shall send these to the Customer with or prior to invoicing. The Customer may raise justified objections within 7 calendar days of receipt; otherwise, the service reports shall be deemed approved.

- 5.4. Should a fixed price have been expressly agreed in the individual contract, XALAX may demand an adjustment to the remuneration if, contrary to previous estimates, XALAX provides significantly more or significantly fewer services than agreed and the cause of this lies within the Customer's sphere of influence (e.g. a change in the Customer's requirements).
- 5.5. Services shall be provided within XALAX's normal business hours (Monday to Thursday from 08:00 – 17:00 and Friday 08:00 – 14:30). The following surcharges shall apply to work commissioned outside these business hours:
 - 5.5.1. Saturday and night work on weekdays between 22:00 and 06:00: 50% surcharge
 - 5.5.2. Sundays and public holidays: 100% surcharge
 - 5.5.3. Easter Sunday, Easter Monday, 1 January, 1 May, 24 December, 25 December, 26 December, 31 December: 150% surcharge
- 5.6. Unless otherwise agreed, travel time shall be charged at the agreed hourly rates, and expenses, accommodation and travel costs shall be charged on a time and materials basis.
- 5.7. Where recurring fees have been agreed, these are index-linked in accordance with the 2020 Consumer Price Index (CPI 2020) published by Statistics Austria or any index replacing it. The basis is the final index figure published for the month in which the contract was concluded. XALAX is entitled to adjust the fees once a year with effect from the start of a calendar year in line with index movements and shall give written notice of this at least 30 calendar days before the adjustment takes effect.

6. Payment Terms

- 6.1. Payment arrangements shall be deemed to have been agreed subject to conditions. XALAX reserves the right to deliver exclusively against advance payment or upon presentation of a bank guarantee if circumstances come to light that are likely to impair the Customer's creditworthiness.
- 6.2. The Customer shall pay the invoice amount without deductions within 14 days of the invoice date, clear to XALAX's paying agent in the agreed currency (EUR, unless otherwise specified). Any payment terms or arrangements deviating from these require the written consent of XALAX.
- 6.3. Once the payment deadline has passed, the Customer shall be in default and shall be required to pay interest on the debt at a rate of 9.2 percentage points above the base rate. Furthermore, the Customer shall be obliged to reimburse all costs and expenses associated with the recovery of the debt, including, in particular, reminder and collection fees or any other expenses necessary for the appropriate legal pursuit of the claim.
- 6.4. If the Customer is in default of due payments for more than 14 calendar days or fails to fulfil their obligations to cooperate despite a written request, XALAX is entitled to temporarily suspend the provision of services and withhold further services until full payment has been made or the obligations to cooperate have been fulfilled. The same applies in the event of material breaches by the Customer of the manufacturer's terms and conditions or statutory compliance obligations, insofar as this jeopardises the provision of services or the rights of third parties. XALAX shall inform the Customer of this in writing in advance, giving reasonable notice. A lawful suspension of services shall not constitute a default on the part of XALAX.

- 6.5. The Customer shall only be entitled to set-off if their counterclaims have been legally established or recognised by XALAX. The Customer is not entitled to withhold payments.
- 6.6. If the date of payment is dependent on the completion of the service or on acceptance by the Customer, and if this date is delayed through no fault of XALAX, payment must nevertheless be made no later than 6 weeks after notification of readiness for acceptance or after the service has been made available.
- 6.7. Unless expressly agreed otherwise, any credit notes issued by XALAX shall be valid for a period of 12 months from the date of issue. The transfer of the credit note to third parties is excluded. XALAX is entitled to set off credit notes against other claims against the Customer.
- 6.8. The Customer shall carefully check the invoice details stated in the quotation or order confirmation, as invoices issued cannot, as a rule, be corrected retrospectively. Should XALAX agree to reissue an invoice, the Customer will be charged a flat-rate administration fee of 0.2% of the net invoice amount – with a minimum of €25.00 and a maximum of €150.00 – for each reissued invoice.
- 6.9. XALAX retains title to goods, software or work results until full payment of the claims arising from the business relationship, unless otherwise stipulated herein.

7. Customer Cooperation Obligations

- 7.1. The Customer shall cooperate with XALAX in the provision of services. To this end, the Customer shall, in particular, provide all necessary information and data, grant XALAX employees access to its business premises by arrangement, set up the necessary access rights on the Customer's systems free of charge, and, where necessary, provide the required software and make the necessary infrastructure (e.g. training rooms, etc.) available.
- 7.2. The Customer shall inform XALAX in good time and in writing of any technical changes, changes to work processes, new acquisitions or other changes that require adjustments to the contractual services or have an impact on contractual services.
- 7.3. The Customer bears the independent obligation to carry out all necessary and appropriate backups and is responsible for backing up their own data.
- 7.4. The nature and complexity of the services to be provided by XALAX may make it absolutely necessary for both contracting parties to establish appropriate project organisation and corresponding project coordination. The scope and content of the Customer's obligations to cooperate may be specified in a separate agreement. In any event, the services shall be provided in close cooperation with the Customer.

8. Acceptance of work

- 8.1. Once XALAX has fully performed the work to be carried out, the Customer shall be informed that the work is ready for acceptance. The Customer shall inspect the work product in full within an acceptance period of 4 weeks and either declare acceptance in writing or notify XALAX of any alleged defects, which shall be classified by mutual agreement between the parties into the following defect categories. If the Customer does not make a declaration within the acceptance period or if the Customer uses the work product or parts thereof in a productive manner, the work product shall be deemed to have been accepted.
- 8.2. Unless otherwise agreed, a distinction is made between the following three defect categories:
- 8.2.1. Defect category 1: defects preventing operation
A defect preventing use exists where use of the contractual service is impossible or severely restricted.

8.2.2. Defect category 2: defects hindering operation

A defect that impedes operation exists if the use of a contractual service is significantly restricted.

8.2.3. Defect category 3: minor defects

A minor defect exists if the use of a contractual service is possible without any restrictions or with only insignificant restrictions.

8.3. Category 3 defects do not entitle the Customer to refuse acceptance. XALAX shall rectify defects that do not entitle the Customer to refuse acceptance under the warranty.

8.4. If the Customer has submitted a written list of defects within the specified time limit, XALAX shall rectify the defects listed therein and make the deliverable available for acceptance once again. An acceptance process in accordance with the above points shall also take place with regard to this deliverable.

8.5. The aforementioned provisions shall apply mutatis mutandis to partial services and partial acceptance. In the case of partial acceptance, only those defects that affect the integrated interaction of the sub-systems may be raised.

9. Warranty

9.1. Consultancy, support or other services: XALAX warrants that consultancy, support or other services shall be provided by qualified personnel with due care and in accordance with the state of the art at the time the contract is concluded. In respect of such services, there shall be no contractual or statutory claims arising from any defects.

9.2. Work services: Where XALAX provides services to the Customer that qualify as work services and are expressly designated as such, XALAX warrants that the services to be provided will be performed as agreed and assumes liability under the warranty for a period of 6 months following acceptance. In the event of a delay in acceptance by the Customer, the expiry of the acceptance period shall be deemed the starting point for the limitation period for warranty claims.

9.3. XALAX shall, at its discretion, either rectify defects twice or offer alternative solutions. However, a prerequisite for the rectification of defects is a precise description of the defects by the Customer. This includes, to a reasonable extent, the provision of documents and information that XALAX requires or may require to assess and rectify the defects. The provisions of Section 377 of the Austrian Commercial Code (UGB) shall apply mutatis mutandis. The presumption of defectiveness pursuant to Section 924 of the Austrian Civil Code (ABGB) shall be deemed excluded.

9.4. The Customer's obligations to cooperate shall apply in full also during the performance of rectification work. As long as XALAX's attempts at rectification are ongoing and have not definitively failed, the Customer's claims for a reduction in the agreed remuneration or for withdrawal from the contract are excluded.

9.5. If all attempts at rectification by XALAX fail, the Customer's statutory claims shall apply, provided that they may only be asserted in relation to the specific service affected by the defect. Should the Customer assert warranty rights, this shall have no effect on other contracts concluded with XALAX.

9.6. If XALAX determines that the fault reported by the Customer is not a defect and XALAX is not responsible for the fault, XALAX is entitled to charge the Customer for the costs incurred.

- 9.7. Public statements made by manufacturers and upstream suppliers of individual services shall not give rise to any liability or obligation on the part of XALAX. Valid warranty undertakings by XALAX require an express, written agreement.
- 9.8. If the Customer has obtained software from third parties, claims for defects against XALAX are excluded, provided that XALAX has not made any causal modifications or if the defect is not attributable to a service provided by XALAX. This also applies if XALAX has adapted standard software to the Customer's requirements.
- 9.9. Claims for defects are also excluded if the Customer modifies the software themselves or has it modified by third parties without this being necessary due to a delay on the part of XALAX or for other significant reasons in order to enable the hardware and software to be used in accordance with the contract. A delay on the part of XALAX presupposes the setting of a reasonable deadline for rectifying the omitted action and the fruitless expiry of that deadline.
- 9.10. The Customer expressly agrees to the exclusion of XALAX's obligation to provide updates for goods containing digital elements or digital services within the meaning of section 7(1), second sentence, of the VGG.

10. Liability

- 10.1. XALAX shall be liable for damages only in cases of intent or gross negligence. Liability for simple negligence is excluded, with the exception of injury to life, limb or health, or where liability is mandatory under law. XALAX's liability is limited in each case to the foreseeable damage typical for the contract and is capped at the net value of the respective order, unless further liability is mandatory under law.
- 10.2. XALAX shall not be liable for delays, restrictions on performance or damage insofar as these are attributable to (i) a failure by the Customer to cooperate, or cooperation that is not timely or not properly provided, or (ii) circumstances arising from the sphere of third-party software manufacturers or other third parties and for which XALAX is not responsible.
- 10.3. Liability for indirect and unforeseeable damages, loss of production and use, loss of profit, lost savings, data loss and financial losses arising from third-party claims is excluded. Where liability is excluded or limited, this also applies to the personal liability of XALAX's employees, officers, subcontractors and vicarious agents.
- 10.4. The Customer shall, to the extent permitted by law, fully indemnify and hold XALAX harmless if XALAX is held liable by third-party software manufacturers or other third parties, authorities or other bodies due to circumstances arising from the Customer's sphere of influence. This applies in particular where a claim is caused by (i) breaches of licence or terms of use of third-party software manufacturers, (ii) use in breach of the contract, (iii) incorrect, incomplete or late information, documents or access provided by the Customer, or (iv) breach of obligations to cooperate. The indemnification also covers reasonable legal defence costs as well as any further costs incurred by XALAX in relation to third parties.
- 10.5. Events of force majeure, natural disasters, war, civil unrest, epidemics, strikes, lockouts, cyber-attacks or similar unavoidable circumstances which prevent either party from performing its contractual obligations, or from doing so within the agreed timeframe, shall entitle that party to suspend its performance obligations for the duration of the hindrance and a reasonable start-up period. The party shall not incur any adverse legal consequences as a result of the suspension.

11. Intellectual Property and Work Results

- 11.1. Both XALAX and the Customer shall ensure that they hold all necessary rights of use to third-party software and tools used in the contractual relationship. The Customer shall ensure that it holds the necessary rights of use to third-party software and is authorised to commission XALAX to perform the services. Both parties shall inform each other immediately as soon as claims are made by third parties for infringement of intellectual property rights in connection with a product, a work or other service used in the contractual relationship. In this case, the other party shall be indemnified against such claims (including damages, legal costs and representation costs).
- 11.2. Unless otherwise provided for herein or in individual contracts, no party shall be granted any intellectual property rights of the other party in connection with the performance of the services. This applies in particular to methods, techniques, know-how, copyrights and other industrial property rights. Neither party, nor any of their affiliated companies, nor any third party commissioned by them, shall subject any software or other tangible services or deliveries provided to reverse engineering, disassembly or decompilation without the prior written consent of the disclosing party.
- 11.3. XALAX is entitled at all times to develop, distribute and make available to third parties for use its own work results of any kind, even if such third parties are in competition with the Customer or operate in a comparable market segment. This also applies to work results created on an individual basis in accordance with Customer specifications, unless otherwise expressly agreed.
- 11.4. XALAX grants the Customer a non-exclusive, non-transferable, non-sublicensable, irrevocable right of use, unlimited in time and geographical scope, to the work products for the Customer's own internal use, subject to payment of the agreed fee. The Customer's involvement in the production of the software does not confer any rights beyond the use specified in this contract. The Customer does not acquire any co-authorship rights. Any infringement of XALAX's copyright shall give rise to claims for payment or damages, in which case full compensation must be paid.
- 11.5. The Customer may not, without the written consent of XALAX or the third party, reproduce, edit, translate, convert from object code to source code, or grant a sub-licence, either in whole or in part, to programmes and scripts created by XALAX or to software made available to them by XALAX under a contract, unless otherwise agreed in the service contracts.
- 11.6. Should the disclosure of interfaces be necessary to achieve the interoperability of the software, the Customer shall commission XALAX to do so in return for payment of costs. If XALAX fails to comply with this request and decompilation takes place in accordance with copyright law, the results must be used exclusively for the purpose of achieving interoperability. Any misuse shall result in claims for damages.

12. Third-party software

- 12.1. Insofar as third-party software is made available to the Customer via XALAX, the use of the third-party software shall be governed exclusively by the applicable licence and terms of use of the respective manufacturer (EULA), which shall take precedence. In this case, the contractual relationship regarding the use of the third-party software exists between the Customer and the respective manufacturer. XALAX shall not be liable for any further characteristics or availability of the third-party software.

12.2. Where XALAX acts solely as an intermediary/agent, the contract for the use of the third-party software is concluded directly between the Customer and the manufacturer, and XALAX shall not, in this case, provide any services under the third-party software contract. The Customer is obliged to comply with the relevant manufacturer's terms and conditions and, upon request, to provide XALAX with reasonable evidence of such compliance.

12.3. Where XALAX uses open-source software to deliver work results, the Customer shall be made aware of the underlying open-source licence terms. By using the work results, the Customer agrees to the open-source licence terms. Otherwise, the Customer must object to XALAX's use of the open-source licence terms or enter into a direct contract with the open-source provider in order to obtain the desired scope of the licence. Should such an objection result in increased costs, these shall be borne by the Customer.

13. Deadlines and Withdrawal

13.1. Stated deadlines are non-binding unless expressly agreed otherwise in writing.

13.2. XALAX can only meet deadlines if the Customer fulfils their obligations to cooperate fully and in a timely manner. Delays in delivery and performance caused by the Customer, in particular due to incorrect, incomplete or subsequently amended details, information and documents, as well as other reasons within the Customer's sphere of influence, are not the responsibility of XALAX and do not constitute a default on the part of XALAX. Any additional costs incurred by XALAX as a result of such delays may be charged to the Customer.

14. Term and Termination

Where the parties enter into continuing obligations (in particular consultancy frameworks or subscriptions), the following provisions shall apply unless expressly agreed otherwise:

14.1. The contract is concluded for an indefinite period and may be terminated by either party with three months' notice to the end of the month.

14.2. For good cause, both parties are entitled to terminate the contract with immediate effect. Terminations with immediate effect must be preceded by a reasoned warning threatening termination and setting a reasonable deadline for remedying the cause. Good cause shall be deemed to exist in particular in the following cases:

14.2.1. A party fails to fulfil its essential contractual obligations on a permanent basis and despite a warning, and is responsible for the reasons for this.

14.2.2. The corporate circumstances of one party have changed so significantly that the continuation of the contract is unreasonable for the other party.

14.2.3. Following the conclusion of the contract, a significant adverse change has occurred in a party's financial circumstances.

14.3. Terminations must be made in writing.

14.4. Upon the termination taking effect, all outstanding fees shall become due immediately. Rights of use to software provided by XALAX shall end upon expiry of the contract, unless otherwise agreed.

14.5. Upon termination of the contract, XALAX shall, upon written instruction from the Customer, return or delete data provided by the Customer, provided that this is not precluded by any statutory retention obligations.

14.6. XALAX shall provide appropriate exit support on a time-and-materials basis at the agreed rates (e.g. provision of exports, technical handover, handover documentation).

14.7. Confidentiality, rights to work results, liability, payment terms, non-solicitation clauses, and clauses regarding jurisdiction and choice of law shall continue to apply beyond the end of the contract, insofar as they are relevant by their nature.

15. Export Restrictions (Russia and Belarus)

15.1. The Customer shall not, either directly or indirectly, sell, export or re-export goods delivered under or in connection with the Contract and falling within the scope of Article 12g of Regulation (EU) No 833/2014 and Article 8g of Regulation (EU) No 765/2006 neither directly nor indirectly to the Russian Federation or the Republic of Belarus, or for use in the Russian Federation or the Republic of Belarus.

15.2. The Customer shall use its best endeavours to ensure that the purpose of paragraph 1 is not frustrated by third parties in the downstream supply chain, including any resellers.

15.3. The Customer shall establish and maintain an appropriate monitoring mechanism to detect conduct by third parties in the further supply chain, including any resellers, that would frustrate the purpose of paragraph 1.

15.4. Any breach of paragraphs 1, 2 or 3 shall constitute a material breach of an essential term of the contract, and XALAX shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of the contract; and

(ii) a contractual penalty amounting to 15% of the total value of the contract, but not less than EUR 5,000.00 or the price of the goods delivered, whichever is higher.

15.5. The Customer shall inform XALAX without delay of any issues relating to the application of paragraphs 1, 2 or 3, including any relevant activities by third parties that could frustrate the purpose of paragraph 1. The Customer shall provide XALAX with information regarding compliance with the obligations under paragraphs 1, 2 and 3 within two weeks of a simple request for such information

16. Data Protection and Information Security

16.1. The protection and security of Customer data are a priority for XALAX. XALAX processes Customer data only within the legal framework, on a legal basis and for appropriate purposes, in particular to fulfil contractual and legal obligations. Details are set out in XALAX's Privacy Policy, which forms an integral part of these Terms and Conditions and is available at <https://www.xalax.com/de/datenschutzerklaerung>.

16.2. Depending on the nature of the specific service agreed, XALAX processes personal data either under its own responsibility under data protection law or as a data processor on behalf of the Customer.

16.3. Where personal data is passed on to third parties or manufacturers in the course of fulfilling the contract, this is done on the basis of the relevant contractual agreements. XALAX shall not be liable for breaches of data protection obligations by such third parties, provided that XALAX is not responsible for them

16.4. Customers are entitled to data protection rights, in particular the rights of access, rectification, erasure, restriction, data portability, objection and complaint. Further information is contained in the privacy policy, which is available at <https://www.xalax.com/de/datenschutzerklaerung>.

16.5. Where XALAX processes personal data on behalf of the Customer, the parties shall conclude a Data Processing Agreement (DPA) in accordance with Article 28 of the GDPR prior to the commencement of processing.

17. Confidentiality and Use of References

- 17.1. The Customer shall keep all confidential information strictly confidential and not to use, exploit or disclose it to third parties without the express written consent of XALAX. To ensure confidentiality, the Customer further undertakes to make information available to its employees and any subcontractors only to the extent necessary for the successful conduct of the planned cooperation and to ensure that persons who must be informed are also bound by a corresponding duty of confidentiality.
- 17.2. Confidential information is information which a reasonable third party would regard as worthy of protection or which is marked as confidential; this may also include information that becomes known during an oral presentation or discussion. Confidential information may be used exclusively for the purpose of fulfilling the obligations arising from the contractual relationship. The obligation of confidentiality does not apply to information which is already lawfully known to the parties or which becomes known outside the contractual relationship without any breach of a confidentiality obligation.
- 17.3. Depending on specific requirements, XALAX may make the provision of services conditional upon the conclusion of a separate confidentiality agreement.
- 17.4. The Customer shall be available to XALAX as a reference. XALAX may use the Customer's name and logo for marketing purposes. Should the Customer not agree to this, they must inform XALAX in writing before the start of the business relationship.

18. Non-Solicitation

- 18.1. The Customer is prohibited, during the term of the contractual relationship and for a period of twelve months following its termination, from employing XALAX employees who were employed by XALAX at the time of termination of the contractual relationship or during the twelve months preceding it, or from promoting or arranging for the employment of such employees in a company operating in the same business sector. The Customer undertakes to pay a contractual penalty amounting to one gross annual salary of the employee concerned for each instance of breach of this non-solicitation clause. The entitlement to payment of the contractual penalty does not preclude claims for compensation for any further damages.
- 18.2. The Customer is prohibited, during the term of the contractual relationship and for a period of twelve months following its termination, from personally serving as a client any XALAX clients who were clients of the Customer at the time of the termination of the contractual relationship or during the twelve months preceding it, or from promoting or arranging for the servicing of such clients within a company operating in the Customer's own line of business. The Customer undertakes to pay a contractual penalty of EUR 50,000 for each instance of breach of this non-solicitation clause. The entitlement to payment of the contractual penalty does not preclude claims for compensation for any further damages.

19. Final Provisions

- 19.1. Austrian law shall apply. The provisions of the UN Convention on Contracts for the International Sale of Goods and international private law shall not apply.
- 19.2. In the event of significant disagreements, partial invalidity of the contracts or gaps in the provisions of the contracts, the parties are obliged to endeavour to reach an amicable settlement between themselves before bringing the matter before a court.

19.3. All notifications, setting of deadlines and declarations under this contract must be in writing; text form via email is sufficient, unless a signature is expressly required. Notifications shall be deemed to have been received if they have been sent to the contact addresses last notified in the contract and receipt is to be expected in the ordinary course of business. The parties recognise the electronic signature (qualified or advanced) as equivalent to a handwritten signature, unless the written form is required for mandatory legal reasons

19.4. The place of jurisdiction for all disputes arising from legal transactions that are directly or indirectly subject to these General Terms and Conditions is the competent court in Graz, Austria. However, XALAX shall in any event be entitled to bring an action at the Customer's general place of jurisdiction.

19.5. In the event that individual provisions of the contract with the Customer, including these General Terms and Conditions, are or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. The wholly or partially invalid provision shall be replaced by a valid one that comes as close as possible to the parties' intention.