

General Terms and Conditions of Procurement for services in favor of RWS GmbH (GTC Services)

1. Scope and validity

1.1. These General Terms and Conditions of Procurement for items procured under a contract for services or otherwise provided to RWS (hereinafter referred to as 'GTC Services') govern the conclusion, content and management of contractual relationships between the service provider and RWS.

1.2. These GTC Services are deemed to be accepted by service provider when service provider offers a service to RWS or confirms an order by RWS. GTSs of service provider are either waived or shall apply only if expressly accepted in writing by RWS.

2. Offer and order

2.1. The service provider's offer is submitted free of charge and is binding on the service provider, unless otherwise noted in the request for proposal by RWS.

2.2. The offer remains binding throughout the period specified in the request for proposal or offer. If the relevant details are missing, the service provider remains bound for a period of two months from the date of the offer.

2.3. If the offer deviates from the request for proposal, the service provider must expressly draw attention to this. Otherwise, in case of contradictions between the offer and the request for proposal, the content of the request for proposal shall prevail.

2.4. Purchase orders are only binding if issued by RWS in writing. Electronic purchase orders are binding only if so agreed between RWS and service provider in a written agreement.

3. Execution

3.1. The service provider is required to provide RWS with regular progress reports concerning the work; until the end of the services, the service provider shall gather all the necessary inputs under his own responsibility. The service provider shall notify RWS immediately of all circumstances that could jeopardise proper contractual fulfillment.

3.2. If physical access to a RWS location is required for the purpose of performance, the service provider shall adhere to RWS's company rules, particularly the safety regulations and site rules, with which it will be provided on request.

4. Subcontracting

4.1. The service provider may only enlist subcontractors to render services to RWS on its behalf – in full or in part – with the prior written approval of RWS.

4.2. RWS is entitled to require the service provider to enlist a specific third party. In this case, RWS shall bear the consequences of the third party's defective services, provided that the service provider proves that it hired the subcontractor correctly and monitored him properly.

4.3. The commissioned third party shall remain responsible to RWS for the rendering of the services.

5. Remuneration and expenses

5.1. To the extent agreed, RWS undertakes to pay a remuneration. In this case, the service provider renders the services at fixed prices or on a time and material basis subject to an upper remuneration limit (cost ceiling). Service provider shall inform of the cost types, quantity structure and cost rates in its offer.

5.2. The remuneration covers all services agreed in the contract and required to fulfil the contract. The remuneration covers, in particular, expenses (accommodation, travel and transport costs, etc.), licence fees, as well as taxes and duties without any deductions.

6. Payment terms

6.1. Unless otherwise agreed, the payments become due once the service has been rendered. RWS shall settle invoices that are issued according to due date within 60 calendar days of invoice receipt.

6.2. RWS reserves the right to return erroneous, unverifiable invoices for

correction. The payment period starts running again when the corrected invoice is issued.

6.3. Where partial payments (prepayments and down payments, interim billing payments or payments on account) are agreed, RWS is entitled to request security from the service provider at the service provider's expense.

7. Delivery times and default

7.1. In the event of a failure to meet the deadlines triggering default (contract where time is of the essence), the service provider shall be deemed to be in default automatically; in other cases, the service provider shall be deemed in default following a reminder by RWS and the granting of a reasonable grace period.

7.2. No partial or advance deliveries may be made without RWS's written consent.

7.3. RWS must be notified in writing without delay of any impending default by the service provider.

7.4. If the service provider enters into default, it shall owe a payment for each day of delay equal to 1% of the total remuneration, but subject to a total maximum of 10% of the total remuneration. This shall still be owed even if the services are accepted without reservation. This payment does not release the service provider from the other contractual obligations; it shall, however, be set off against the payable damages. Fault on the part of RWS itself and force majeure are excepted.

8. Place of performance

Unless otherwise agreed, the place of performance is the premises of RWS.

9. Termination

9.1. Both parties are entitled to effect ordinary termination of the contract in writing at any time.

9.2. In the event of the contract being dissolved in accordance with Subclause 9.1 above, the service provider shall be entitled to remuneration in respect of the services already rendered.

9.3. In the event of ordinary termination at an inopportune time, the right to claim damages is reserved.

10. Instructions and cooperation

10.1. RWS has the right to issue binding instructions. Once issued, binding instructions can be modified or revoked. Electronically issued binding instructions have the same status as written binding instructions, unless they represent an amendment to the contract. Mere suggestions and proposals by RWS do not constitute binding instructions and are irrelevant as regards proper fulfilment of the contract.

10.2. RWS shall provide the service provider in good time and in full with all the documentation, information, permits, physical and digital access rights, etc. that it needs for the purpose of rendering its services.

11. Emerging intellectual property rights

11.1. The works and intellectual property rights (copyrights, patent rights, etc.) that are created by the service provider or its employees, or by commissioned third parties, in the course of fulfilling the contract, particularly those pertaining to documents, concepts and individual software – including source code, program description and documentation in written or machine-readable format – produced specifically for RWS, belong to RWS, unless otherwise contractually agreed.

11.2. Intellectual property rights (copyrights, patent rights, etc.) that are generated in the course of fulfilling the contract but are not part of the subject matter of the contract belong to RWS if they have been created by persons clearly associated with RWS in the form of employees, hired workers, third-party contractors or other business

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partners;
the service provider if they have been created by its personnel or third parties that it has engaged;
RWS and the service provider, if they have been jointly created by RWS's and the service provider's personnel or by third parties that they have engaged. The parties mutually agree not to charge licence fees and are entitled to grant their rights to third parties or to grant rights of use to third parties without the consent of the other party.
11.3. Both parties shall retain rights of use and disposal over any ideas, processes and methods not protected by law, but without any obligation of disclosure.

12. Pre-existing intellectual property rights

12.1. Pre-existing intellectual property rights (copyrights, patent rights, etc.) remain with the service provider or third party. Where the rights belong to third parties, the service provider guarantees that it possesses the relevant rights of use, disposal and distribution.
12.2. In respect of pre-existing intellectual property rights, RWS is granted a non-exclusive, transferable right of use unrestricted in time, space and substance within the scope of the purpose of the contract. The service provider undertakes not to establish any rights to these pre-existing intellectual property rights that could be used to counter the usage and disposal possibilities envisaged with regard to the subject matter of the contract.
12.3. In the case of standard software, this right includes the use of the hardware and its successor systems as foreseen in the contractual document. In the event of a change in the operating system or a higher performance class, the change to and extension of the right of use require the approval of the service provider. The service provider may only refuse approval on important grounds. The changes to and extensions of the rights of use shall be billed on the basis of the estimates in the original cost basis.
12.4. RWS is entitled to make copies of the standard software for backup and archiving purposes.
12.5. Both parties shall retain rights of use and disposal over any ideas, processes and methods not covered by legal protection, but without any obligation of disclosure.

13. Infringement of intellectual property rights

13.1. The service provider shall contest claims by third parties due to the infringement of intellectual property rights without delay, and at its own expense and risk. If a third party initiates legal proceedings against the service provider, the service provider must inform RWS of this in writing without delay. If the third party asserts the claims directly against RWS, the service provider shall participate in the dispute at RWS's first request in accordance with what is possible under the relevant legal rules of procedure. The service provider undertakes to pay all costs (including the payment of damages) that RWS incurs as a result of the case and any out-of-court settlement of the legal dispute. RWS is entitled to claim these costs regardless of any fault on the part of the service provider. The right to assert further legal claims due to defects of title in the service rendered to RWS remains unaffected. In the event of an out-of-court settlement, the service provider is only required to pay the agreed payment to the third party if it has consented to the payment in advance.
13.2. If RWS is prevented from using the contractually owed services, in whole or in part, due to claims asserted on the basis of intellectual property rights, the service provider has the choice either to modify its services in such a way that they no longer infringe any third-party rights but still conform to the contractually owed service scope or, at its own expense, to obtain a licence from the third party. If the service provider fails to implement either of these options within a reasonable period or if it breaches one of the obligations specified in Article 12, RWS shall be entitled to terminate the contractual relationship prematurely with immediate effect and to assert other legal claims, particularly injunctive relief and/or damages.

14. Confidentiality

14.1. The parties shall treat as confidential all information that is neither common knowledge nor in the public domain and use it exclusively to fulfil the purpose of the concluded contract. The parties shall also ensure that it is treated confidentially by their employees and any enlisted specialists. In cases of doubt, the information is to be treated as confidential.
14.2. A party's confidential information does not include information that:
- was already known to the other party before it was granted access thereto by the disclosing party;
- was in or enters the public domain without this being attributable to the other party;
- was lawfully divulged to the other party by a third party and without any restrictions on its disclosure;
- was developed by the other party itself without using or referring to the confidential information of the protected party;
- must be disclosed to a regulatory, administrative or other authority because of a legally binding court order. In this case, the party required to disclose the information must inform the other party of the court order without delay and must support any protection orders sought by the other party.
14.3. This confidentiality obligation takes effect even before conclusion of the contract and applies for a period of three years following the end of the contractual relationship.
14.4. The forwarding of information to third parties is not permitted without the consent of the other party.
14.5. Advertising and publications relating to specific services connected with the contractual relationship require the written consent of the other party. Without written permission from RWS, the service provider may not advertise the fact that a collaboration with the service provider exists or existed, and may not mention RWS as a reference.
14.6. If one of the parties violates the above confidentiality obligations it shall, unless otherwise agreed, owe the other party a payment, except where it proves that it is not at fault. The amount of this payment per violation shall be 10% of the total remuneration or, in the case of recurring remuneration, 10% of the annual remuneration, but subject to a total maximum of EUR 50 000.00 per case. This payment does not release the violating party from the confidentiality obligation; it shall, however, be set off against the payable damages. This is without prejudice to any consequences under criminal law.

15. Data protection

In connection with the contract that is subject to these GTC Services, each party may gain access to personal data (e.g. name, roles, business units, contract details and communication details) of employees, representatives, consultants, agents, contractors and other personnel ('personal data') employed by the other party. Unless otherwise expressly agreed, the parties agree to act as independent controllers within the meaning of the Austrian Data Protection Act in relation to said personal data in each case. Personal data is only to be processed within the scope of the applicable act, with application of appropriate protection measures (e.g. technical and organisational measures, data security measures, and so on) and only for the purpose of concluding and performing the contract, particularly purchase orders, payment processing, customs duties, taxes, import/export management, customer relationship management, operational accounting and general administrative purposes. Each party shall inform its own personnel that personal data is being processed by the other party in accordance with the applicable legislation. Further explanatory information about data processing at RWS can be found in the relevant RWS data privacy statements (see www.RWS.com/en/privacy).

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16. Compliance

16.1. The service provider shall comply with applicable legal standards, particularly with the competition and antitrust laws, industrial safety and child protection regulations (e.g. in relation to conflict resources), the ban on human trafficking and the Core Conventions of the International Labour Organisation, the regulations against forgery or for the protection of health and the environment (e.g. directives such as REACH and RoHS), as well as all applicable export control regulations. The service provider must comply with the current Code of Conduct for RWS Business Partners, with which it will be provided on request.

16.2. The service provider undertakes not to accept any financial or other favours by virtue of which the person bestowing them expects or is rewarding an unfair advantage. Similarly, the service provider undertakes to comply with the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions of 17 December 1997 also in private business transactions.

16.3. The service provider shall contractually oblige its employees, subcontractors, sub-suppliers and other third parties engaged for the purpose of fulfilling the contract to comply with this Article.

16.4. If the service provider violates the above compliance obligations, it shall owe a contractual penalty, unless it proves that it is not at fault. The amount of this penalty per violation shall be 10% of the total remuneration or, in the case of recurring remuneration, 10% of the annual remuneration, but subject to a total maximum of EUR 50 000.00. This payment does not release the service provider from its contractual obligations; it shall, however, be set off against the payable damages. This is without prejudice to any consequences under criminal law.

17. Assignment and pledging

17.1. The contractual relationship or any rights and duties arising from it can only be transferred or assigned with the prior written consent of the other party. Irrespective of this, RWS is entitled to assign rights and duties arising from the contract to another RWS Group company at any time.

18. Applicable law and place of jurisdiction

In all other respects, the substantive law of Austria shall apply, excluding its conflict of law rules under private international law (United Nations Convention on Contracts for the International Sale of Goods)). The place of jurisdiction is the court in Vienna with subject-matter jurisdiction for the location of RWS's headquarters.

The ordinary courts at the place of business of RWS shall have exclusive jurisdiction over all disputes that arise from or in connection with the contractual relationship.