1 Validity

The following General Terms and Conditions (GTC) shall apply to all contractual relationships between our company Softwaro GmbH – hereinafter referred to as the Contractor, AN, we or the Provider – and the Customer – hereinafter also referred to as the Client or AG – and shall apply to all orders, commissions, and services, unless express deviating agreements signed by both parties have been made. In case of unclear wording the GERMAIN version prevails!

1.1 Company (Contractor, AN, Provider)

Softwaro GmbH
Linzer Straße 61/5
A-4840 Vöcklabruck

Legal form: Limited Liability Company (Gesellschaft mit beschränkter Haftung)
Business activity: Software for fleet management and IoT, telematics, software services,
B2B Software-as-a-Service, and trade in goods of all kinds
Share capital: EUR 35,000
Tax number: 53 337/7271
UID/VAT: ATU82117816
Commercial Register Number: FN 653001 x
EORI Number: ATEOS1000155274
D-U-N-S® Number: 30114577

2 Offers and Orders

2.1 Our offers and prices are non-binding and subject to change, as well as subject to errors and technical modifications. Product descriptions in brochures, advertisements or on our website do not constitute a binding offer.

2.2 Offers must be confirmed in writing by the Customer by signing the offer. The transmission of the signed acceptance may also take place electronically (e.g. by e-mail or via an electronic signature procedure). If expressly provided for in the offer, a simplified ordering process (e.g. by written confirmation via e-mail or an online platform) may be used. In such case, the simplified confirmation replaces the signature and constitutes binding acceptance of the offer.

2.3 A contract shall only be concluded once we subsequently send an order confirmation or an invoice. We reserve the right to refuse orders without giving reasons.

2.4 It is not permitted to modify or delete individual parts of the offer unless the Provider has expressly approved this in writing. In such a case, a new offer will be issued so that the entire work can be ordered in its amended form.

3 Delivery Dates

3.1 The Provider undertakes to comply with agreed performance and completion dates to the best of its knowledge and belief. Compliance with delivery dates is, however, subject to timely, complete and proper self-supply by upstream suppliers or manufacturers.

3.2 Delivery delays resulting from force majeure or other unforeseeable circumstances not attributable to the Provider – in particular operational disruptions, strikes at suppliers, transport damage, or incomplete or subsequently amended information or documents of the Client – shall not give rise to any liability of the Provider.

3.3 The delivered hardware shall remain the unrestricted property of the Provider until full payment has been made.

4 Prices and Payment Terms

4.1 Our offers, order confirmations and invoices contain all relevant details concerning prices, payment terms, currency, and method of payment. In the event of deviations from the agreed payment terms, we are

entitled to charge reasonable additional costs. Software and hardware shall remain our property until the purchase price has been paid in full.

4.2 All prices are quoted in euros, plus the applicable statutory value added tax and any transport and packaging costs. In the case of partial deliveries or partial services, we are entitled to issue partial invoices..

4.3 The Customer shall examine invoices without delay and shall communicate any objections in writing and with reasons within the payment period. Upon payment, the performance shall be deemed duly accepted. In the case of direct debit payments, the period for invoice objections is thirty (30) days from the invoice date. Objections submitted after this period cannot be taken into consideration.

4.4 After three unsuccessful reminders, we may transfer the claim to a collection agency or assert it in court. From the third reminder level onwards, we are entitled to suspend our services until full payment has been made. If further invoices become due during an ongoing collection or court proceeding, these may be pursued without further reminder.

4.5 In the event of default in payment, default interest shall apply pursuant to Section 1333 of the Austrian Civil Code (ABGB) (in business transactions 9.2 % above the base interest rate), and reimbursement of collection and enforcement costs shall be deemed agreed. Warranty claims or notices of defects shall not entitle the Customer to defer payment or withhold payments.

4.6 If a payment remains outstanding despite a reminder and the granting of a reasonable grace period, we may temporarily suspend our services or access to the systems. In the event of prolonged or repeated delay in payment, we are entitled to terminate the contract without notice after a reasonable grace period..

4.7 We accept no liability for damages, losses or consequential costs incurred by the Customer due to suspension or deactivation resulting from payment default. Responsibility for any resulting disadvantages lies solely with the Customer.

4.8 Regardless of the reminder level, we reserve the right to initiate immediate legal proceedings in the event of repeated payment delays. In such cases, we are entitled to assert default interest pursuant to Section 1333 ABGB and collection costs pursuant to Section 458 UGB

4.9 A claim shall be deemed settled only when it has been paid unconditionally and in full. Payments made by the Customer with comments, reservations, or conditions precedent shall not be accepted by the Provider. Such payments shall be immediately refunded to the Customer and shall not be considered as payment until made unconditionally and without reservation..

5 Contract Terms and Termination of Service Contracts

5.1 Mutual Minimum Contract Term

Unless otherwise agreed in the offer, the mutual minimum term for both the Customer and the Provider for all service contracts shall be twenty-four (24) months, rounded up to the next full month. The contract start date is the delivery date of the respective ordered software.
Example: Contract start date 20 March 2023 → minimum term until 31 March 2025.

5.2 Termination of the Overall Contract

Both parties may terminate the overall contract, including all devices, by giving eight (8) weeks' written notice prior to the end of the minimum term. In the event of termination of all devices, the remaining software fees shall be payable until expiry of the minimum term.
Example: Contract start 20 March 2023 → minimum term until 31 March 2025 → notice of termination must be given by 31 January 2025.

For overall contracts with annual billing, the contract shall automatically renew for one (1) additional year after expiry of the minimum term, unless a written termination by the Provider or the Customer is received at least eight (8) weeks before the end of the contract year. Billing continues until the end of that contract year.
Example: Contract start 20 March 2023 → minimum term until 31 March 2025 → termination on 10 June 2025 → contract/payments continue until 31 March 2026.

For overall contracts with quarterly billing, after expiry of the minimum term a notice period of one (1) quarter to the end of the quarter applies. The contract ends on the last day of the next quarter following receipt of termination. Billing continues until the end of that next quarter.
Example: Contract start 20 March 2023 → minimum term until 31 March 2025 → termination on 10 June 2025 → contract/payments continue until 30 September 2025.

For overall contracts with monthly billing, after expiry of the minimum term a notice period of three (3) months to the end of the month applies. The contract ends on the last day of the third month following receipt of termination.
Example: Contract start 20 March 2023 → minimum term until 31 March 2025 → termination on 10 July 2025 → contract/payments continue until 31 October 2025.

5.3 Termination of the Overall Contract

If all individual devices or services have been terminated, the overall contract automatically ends upon expiry of the respective contract term.

5.4 Written Form and Effectiveness

Terminations must be made in writing by post or by e-mail and shall take effect upon receipt by the respective other contracting party. The Provider shall confirm receipt of termination in writing upon request.

5.5 Minimum Information for Termination of Individual Devices or Service Contracts

A termination of individual devices or service contracts must contain the clear designation of the respective device or product to ensure unambiguous identification (e.g. the IMEI number in the case of a telematics device). The initiation of deletion of the device from the software shall also be deemed a termination request and shall only become legally effective after written confirmation by the Provider.

5.6 No Automatic Reduction

Inactive devices as well as unused or archived services do not automatically lead to a reduction in billing. Even if the Customer does not use the products and services, they must be paid in accordance with the contractual agreement.

5.7 Reactivation of Devices or Overall Contracts

Reactivation of deleted or terminated devices is only possible subject to technical feasibility and is subject to a fee. A processing charge of at least EUR 75 per device plus statutory VAT will be applied.
Reactivation of a terminated overall contract requires a separate offer.

5.8 Data Deletion

Upon termination of the overall contract, all related data will be irreversibly deleted on the following working day. Upon termination of an individual device contract, the associated device data will likewise be permanently deleted on the following working day. The Customer is responsible for securing and exporting all required data in good time before the end of the contract. In accordance with the provisions of the GDPR, the Provider shall provide open, standard data formats for this purpose.

6 Extraordinary Right of Termination

The Provider reserves the right to terminate contracts with immediate effect for good cause without observing the agreed minimum contract term. Important reasons exist in particular if:

- the Client is repeatedly or materially in default of payment,
- insolvency proceedings are opened over the Client's assets or such opening is rejected for lack of sufficient assets,
- the Client commits acts of deception or unlawful conduct, or provides materially false information during the conclusion or performance of the contract.

Consequences of Extraordinary Termination:
In the event of extraordinary termination by the Provider, the Provider is entitled to immediately suspend all services and access. Reimbursement of payments already made is excluded.

7 Hourly Rates, Flat Rates, Additional Costs, Travel Expenses

7.1 The prices of the Provider indicated in offers, price lists, and online shops are exclusive of the applicable statutory value added tax and may be adjusted at any time. New prices shall apply from the time of notification. An annual adjustment of prices shall take place taking into account the rate of inflation or the development of labour costs in accordance with the applicable IT collective agreement.

7.2 If additional costs arise or deviations from the agreed flat rates occur that are not attributable to the Provider and that exceed the originally calculated working time, such costs shall be invoiced based on the actual effort according to the applicable hourly rates.

7.3 Flat rates for services are based on performance during normal working hours. If work is carried out outside these hours at the Customer's request, a surcharge of fifty percent (50%) on the hourly rates shall apply; for work on weekends and public holidays, the surcharge shall be one hundred percent (100%) on the hourly rates.

7.4 Travel and accommodation expenses shall be invoiced to the Customer in accordance with individual agreements, official mileage allowances, or based on substantiated travel receipts. Travel time shall be deemed working time and shall be charged at the respective agreed hourly rate

8 Technical Documentation

8.1 The technical documentation is provided online by the Provider and serves as the binding basis for the order. It contains essential information regarding the software application, vehicle installation, service availability, limitations, installation requirements, SIM cards, and support.

9 Customer Requirements (General)

9.1 The active cooperation of the Customer during installation, support, and troubleshooting is required. The Customer shall provide remote access free of charge in accordance with the specifications set out in the Provider's technical documentation and shall support the Provider by performing the necessary tests at no cost.

9.2 If the Customer uses its own SIM cards, the handling of these SIM cards shall be entirely the Customer's responsibility. All efforts and expenses incurred by the Provider in connection with these SIM cards shall be charged to the Customer. This includes, in particular, costs for dealing with deactivated or blocked SIM cards and any related administrative efforts.

9.3 The Customer undertakes to inspect the products and software delivered by the Provider without delay. If the Customer identifies defects within ten (10) working days after delivery, a written defect report containing a precise description of the defects must be submitted to the Provider. If no written defect report is received within this period, the delivered products and software shall be deemed automatically accepted after the ten-day period has expired.

9.4 In the event that support is required, remote access must be provided by the Customer. The administrative additional costs for the setup and provision of this remote access shall be invoiced separately by the Provider.

9.5 If no remote access or only delayed remote access for support purposes is available, responsibility for this shall rest solely with the Customer. The Provider shall not be liable for any damage resulting from a missing or delayed remote connection..

10 Customer Requirements for Own Software Installation

10.1 If the Customer operates its own installation of the software on its own servers, the Customer is solely responsible for carrying out regular data backups, for providing and maintaining the databases, as well as for updating the operating system and all other required components.

10.2 Furthermore, the Customer shall ensure that all relevant safety regulations are observed and that the infrastructure used complies with the technical specifications agreed with the Provider.

11 Use of Third-Party Services, Software and Products

The standard licence for vehicle tracking includes the use of map data from OpenStreetMap. The accuracy of this map data and any errors therein are outside the Provider's sphere of influence and are not subject to warranty. Continuous availability of the map data is not guaranteed and may vary over time. When using programs, components, or devices of third parties, the Customer accepts the respective licence terms and performance descriptions of these third-party providers. The Provider has no influence over such terms or characteristics and cannot amend them.

12 Warranty and Warranty Exclusions

12.1 The warranty period shall be twelve (12) months from delivery. For batteries and accumulators, a standard market warranty period of six (6) months shall apply. If a defect subject to warranty exists, the Provider may, at its discretion, repair or replace the defective goods or parts, or request their return for rectification. The Customer shall have no claim to price reduction or contract termination.

12.2 The warranty applies exclusively to the Customer and expires once the goods are passed on to third parties (except authorised resellers). Rectification of a defect does not extend the original warranty period. Only reproducible defects may be asserted under a warranty claim..

12.3 For hardware products, the Provider warrants that they are free from material, design, and manufacturing defects at the time of delivery. The warranty applies only when the devices are used with the standard settings pre-configured by the Provider. Malfunctions or disturbances resulting from improper installation, incorrect connection, or unmet customer-side requirements do not constitute warranty defects. Wear parts (e.g. batteries) and defects caused by improper handling, dirt, vibration, overvoltage, moisture, temperature damage, or connected accessories are excluded from warranty.

12.4 To verify a warranty claim, the Customer must complete a return form (RMA) and return the affected devices to the Provider. There is no automatic entitlement to a replacement device. All costs for transport, replacement, or on-site inspection shall be borne by the Customer.

12.5 For purchased software products, the Provider shall, in the event of serious errors ("software does not operate as described"), provide a solution ("bug fix") in the next possible update. The Customer acknowledges that, due to their complexity, software and firmware cannot be delivered entirely free of errors, even after extensive testing, and that insignificant software errors do not entitle the Customer to an update.

12.6 For software products or software versions for which support has already been discontinued (e.g. outdated or discontinued versions), the Provider assumes no warranty and provides no free support..

13 Software Maintenance and Error Correction

Software maintenance includes all services necessary to maintain the operational readiness of the software, in particular troubleshooting, error correction, operation of the software, and further development. Maintenance also includes the continuous adaptation of the software to statutory and technical framework conditions.

13.1 Error Classes and Technical Support

Critical Errors (Class 1): The proper use of the software is impossible or unreasonably restricted. The error has a serious impact on data quality and/or security (software not operational, data loss).
Severe Errors (Class 2): The proper use of the software is seriously impaired. The error significantly affects use and/or security or data protection (limited software access, processing problems).
Minor Errors or General Support Enquiries (Class 3): These include user enquiries or minor limitations or isolated cases of non-transmitting devices, data evaluations, or specific software behaviour. The error/enquiry has no material effect on the overall software, data quality, and/or security.

14 Technical Support

14.1 Technical support, whether provided by telephone, e-mail, or in person, is generally subject to a fee. Billing takes place either under a service contract or based on actual time spent at the current rates..

14.2 Support requests are handled exclusively via the support system, stating the Customer's e-mail address and in accordance with the requirements of the technical documentation. Support relates solely to the software and end devices supplied by the Provider.

14.3 Support requests from customers or contact persons who cannot be clearly identified and are not known to the Provider as authorised support contacts cannot be processed for data protection reasons. In case of doubt, proof of identity may be requested by e-mail.

14.4 Due to varying call volumes, there is no entitlement to uninterrupted telephone availability.

14.5 New support requests are analysed and answered within a maximum of two (2) working weeks. Processing occurs in order of receipt, taking into account urgency and the nature of the problem. Solutions are provided at the latest in the next software update..

14.6 Support cases are processed only if no outstanding invoices at reminder level 3 are overdue.

14.7 For server customers, the remote support tool (installed as a service on the server) must be accessible. Otherwise, additional costs may arise for the setup, installation, and execution of updates.

14.8 The Customer (AG) shall be informed in advance by the Provider (AN) if an activity is not an error but a billable service (non-included service). Additional charges (e.g. overtime surcharges) must be expressly approved by the Customer.

14.9 In-person or telephone training, on-site service, on-site replacement, or on-site inspection are generally subject to a fee. Billing is carried out in accordance with the respective offer.

14.10 Support requests from customers or contact persons who cannot be clearly identified and are not known to the Provider as official support contacts of the Customer cannot be processed for data protection reasons. In doubtful cases, proof of identity may be requested by e-mail.

14.11 For discontinued ("end-of-life") products or old device firmware for which the manufacturer has already ceased support, no support guarantee can be provided.

15 Non-Included Services (According to Actual Effort)

Technical support that exceeds the warranty services described above shall be billed according to the actual effort and at the applicable current rates, unless otherwise agreed in writing. This applies irrespective of whether the service is provided by telephone, by e-mail, online, or on site.

The following services are in particular not included:

- User training as well as related travel expenses,
- More than two remote queries per device and year or more than a total of sixty (60) minutes of support for vehicle installation and for device checks in the event of problems or configuration remote queries; any additional effort shall be charged at the current support hourly rate,
- Additional effort arising because the Customer does not provide the required prerequisites for updates or installations (e.g. missing remote access, missing server provision, incorrect SIM cards, improper installation of end devices),
- Effort caused by improper vehicle installation or incorrect connection of end devices that impairs the software function,
- IT activities that could also be performed by the Customer (e.g. restarts, manual evaluations),
- Rectification of errors caused by the Customer or by third parties (e.g. changes to standard settings),
- Emergency assignments outside office hours as well as expedited handling of problems,
- Changes to end-device settings via remote updates,
- Performance optimisation measures (e.g. in the case of slow servers),
- Modifications and extensions of the software (e.g. new functions, reports, software adaptations, or interfaces),
- Reinstallation of the software on other servers (e.g. in the event of a server change),
- Data imports, restorations after data loss, or adaptations of interfaces following system crashes, insofar as technically possible,
- Removal of viruses and rectification of damage caused by viruses,
- Adaptations of systems or settings due to statutory changes,
- Increased network operator costs for SIM cards in roaming,

Updates for maps and end devices.

16 Withdrawal from Contract

16.1 Should it become apparent in the course of the work that performance of the order in accordance with the service description is actually impossible, legally inadmissible, or contrary to good morals, the Provider shall immediately inform the Client thereof. If the Client does not adapt the service description so that performance becomes possible and admissible, or fails to create the necessary prerequisites, the Provider reserves the right to refuse execution. If the impossibility of performance is due to the Client's omission or to a subsequent change of the service description by the Client, the Provider is entitled to withdraw from the order. In this case, the Client shall bear all costs and expenses incurred up to that point as well as any dismantling or removal costs.

Withdrawal from the contract, order, or purchase by the Customer is only possible with the express written consent of the Provider. In the event that the Provider agrees to the cancellation, the Provider reserves the right to charge, in addition to the services rendered and costs incurred, a cancellation fee of at least fifty percent (50 %) of the outstanding order or contract value. If a higher cancellation fee is stipulated due to contractual binding periods, that fee shall apply. Products already delivered must be returned by the Customer to the Provider at the Customer's own expense.

17 Liability, Exclusions of Liability and Data Loss

The Provider shall be liable for damages solely within the framework of the statutory provisions and only where intent or gross negligence can be proven. Liability for slight negligence is excluded, as is compensation for consequential damages, pure economic loss, loss of savings, loss of interest, or damage resulting from claims by third parties against the Customer, even if the Provider has been advised of the possibility of such damages. This expressly includes, without limitation, losses arising from loss of profit, business interruption, loss of business information, or financial loss..

Exclusions of Liability:

- Conditions of Use: Compensation claims are excluded if the Customer fails to comply with the conditions for installation, commissioning, and use (as per the technical documentation) or with official approval requirements.
- Network and System Dependencies: Due to dependency on external networks and possible disturbances (e.g. inaccurate GPS signal, vehicle faults, GSM failures, internet or network outages), the Provider gives no guarantee for uninterrupted, continuous, or error-free operation of the software or devices, nor that all software errors can be remedied.
- Data Accuracy and Currency: Continuous guarantee of the timeliness, accuracy, and completeness of recorded data and logs is not possible.
- Dependence on Mobile Network Operators: The functionality of supplied SIM cards and transmission technologies depends on upstream suppliers and mobile network operators (e.g. coverage, technical deployment of 2G, 3G, 4G). The Provider shall not be liable for disturbances caused by network operators or for adverse structural changes in the networks (e.g. loss of frequencies or modified network coverage).
- Accessory Data: The Provider provides no warranty for inaccurate or missing data from accessories (e.g. sensors, engine data, tachograph data, steering time data, or spreading data) that depend on installation and connected devices.
- System Availability during Maintenance: During updates or maintenance work on central system components, the availability of the software systems may be restricted.
- Data Transmission and Technical Limitations: The Provider accepts no liability for data or messages not transmitted, transmitted only partially, or transmitted slowly, nor for force majeure or technical limitations of the devices used.
- Data Export and Backup: The Customer is solely responsible for regularly exporting data and maintaining backups. The Provider assumes no liability for data loss.
- Reports and Official Recognition: The Provider gives no guarantee that reports (e.g. trip logs, driver's licence checks) will be accepted by third parties such as tax authorities, as such recognition is outside the Provider's control. However, the Provider undertakes, as part of product maintenance, to

continuously develop the functionality of the trip log in line with current statutory requirements and administrative practice to ensure the best possible recognition in the future.

- AI Systems and External Interfaces: The Provider assumes no liability for the results of analyses, recommendations, or decisions generated by AI systems. The same applies to the availability, completeness, and accuracy of third-party interfaces or data obtained therefrom.

18 Data Protection, Confidentiality and Copyright

18.1 The Provider processes customer data exclusively for the purpose of fulfilling the contractually agreed services and complies with the provisions of the GDPR. Processing of personal data is governed by the Provider's standard data processing agreement, which forms part of the contract. Individual adjustments to this agreement are generally not envisaged; any additional effort required for such adjustments shall be charged separately.

18.2 The Customer is solely responsible for complying with all applicable laws and regulations in connection with the use of the software, in particular data protection and IT security requirements. The Customer shall ensure that unauthorised third parties have no access to the software and that access data are kept securely.

18.3 After termination of the contract or deletion of data for data protection reasons, the Customer shall no longer have access to the affected data sets of individual or all devices..

18.4 The Customer undertakes not to disclose to third parties any IP access data, passwords, or other confidential information provided and to comply with data protection provisions.

18.5 The Customer is not entitled to reproduce, imitate, modify, or combine the supplied hardware components with third-party products. Design documents such as plans, drawings, technical sketches, samples, catalogues, brochures, illustrations, and similar items shall remain the intellectual property of the Provider together with all associated rights..

19 Licence and Usage Rights

The Customer shall receive, for the duration of the contract, a non-exclusive and non-transferable licence to use the software provided. Any transfer, rental, or sub-licensing to third parties is prohibited without the Provider's express written consent. The Customer may use the software only within the agreed scope of use..

20 Availability and Service Level Agreements (SLA)

The Provider undertakes to ensure an availability of the SaaS services of 99.1 % on an annual average, excluding scheduled maintenance works that are announced in advance. The Provider shall not be liable for outages caused by force majeure, third-party providers, or circumstances beyond the Provider's control.

21 Updates and Modifications

The Provider reserves the right to update the software to provide improvements, security updates, or new functionalities. Such modifications may extend or adapt the software's functionality. Material changes that could significantly affect use shall be communicated to the Customer in advance.
The software complies with the requirements of the EU Cyber Resilience Act and includes its own CE Declaration of Conformity, which governs and documents the mandatory patch management.

22 Written Form and Collateral Agreements

All agreements intended to form part of the contract, as well as all arrangements between the Provider and the Customer in connection with the execution of the contract, must be made in writing. This also applies to any subsequent amendments to the contract. Oral or e-mail side agreements are invalid.

23 Place of Performance and Applicable Law

Austrian law shall apply, excluding the UN Convention on Contracts for the International Sale of Goods (CISG), even if the order is executed abroad.
The place of performance and jurisdiction shall be the competent court at the Provider's registered head office in Austria.

24 Miscellaneous

24.1 The contract and these General Terms and Conditions, as well as all rights and obligations arising therefrom, shall equally apply to any legal successors of the contracting parties. Transfer to universal successors does not require separate approval by the other party.

24.2 The Provider is entitled to amend or adapt the General Terms and Conditions, the data processing agreement, and technical documentation at any time. All changes shall be published online and shall take effect upon publication.