

GENERAL TERMS & CONDITIONS OF BUSINESS

Status: September 2021

I. SCOPE OF APPLICATION

A. Silicon Alps Cluster GmbH (hereinafter referred to simply as the “Cluster”) enters into cooperation agreements with cooperation partners for current and future services and deliveries in connection with the “Silicon Alps Annual Planning” system exclusively on the basis of these General Terms and Conditions of Business (hereinafter referred to simply as “GTC”). No other general terms and conditions will form part of any contract unless they are first expressly accepted as such by the Cluster in writing.

B. The GTC apply to all Cluster cooperation partners, notwithstanding a provision being made to a different effect in specific items of the respective cooperation agreements.

C. Where references are made to persons in the masculine form in these GTC, they refer to women and men equally.

II. TERMS OF PAYMENT

A. Unless otherwise agreed in the respective cooperation agreement, the prices listed in the “Annual Fee Schedule for Cooperation Partners” apply. Statutory VAT will be additionally charged. The Cluster reserves the right to change prices.

B. The annual fee is due in advance for each calendar year. Invoices are sent electronically. If the date of joining was during the calendar year, the fee will be charged on a pro-rata basis for that year as follows:

- Registration date by the end of Q2 of the respective year: 100 %
- Registration date from Q3 of the respective year: 50 %

C. Invoices in this respect shall be due for payment within 14 days of receipt without deduction, unless agreed otherwise. The Cluster is entitled to charge interest for late payment. The provisions of the Late Payment Act [*Zahlungsverzugsgesetz*] apply here.

D. In the event of payment being late, the Cluster is entitled, after providing written notification, to suspend services until payment has been made in full; the Cluster does not assume any liability for any negative effects here.

E. The Cluster’s obligations are governed exclusively by the scope and content of the cooperation agreement concluded between the Cluster and the cooperation partner.

III. TERMINATION AGREEMENT

The partnership is formed for an indefinite period. The partnership can be dissolved at any time by either contracting parties without giving reasons. In this case, the cooperation partner is not entitled to a pro-rata refund of any annual fees already paid.

IV. DATA PROTECTION AND SECURITY

A. The Cluster is entitled to store and process data and image material, in addition to processing it in accordance with the order (data sheet), to protect its own computers and those of third parties as well.

B. This data, content or other customer data will not be passed on to third parties. The only exceptions when it comes to forwarding data involve legal requirements or demands for processing in accordance with the order or for the purpose of initiating business for the cooperation partner. The contracting partner expressly agrees to this.

C. The Cluster will take all technically reasonable and economic measures to protect the stored data, but it is not responsible if someone manages to unlawfully obtain and use this data. It is hereby precluded by mutual agreement that the contracting party or a third party can assert any claims vis-à-vis the Cluster in such cases.

D. The Cluster is not required to check the entered data for correctness or plausibility in any form, not does it assume any liability therefor. The cooperation partner is required to notify any changes to its master data promptly – cf. Item VIII.

E. Network failures or other technical faults may result in the online services failing and prevent access to the www.silicon-alps.at website. Consequently, the Cluster is not required to ensure uninterrupted operation of the website or that data can be accessed at all times, yet will endeavour to remedy any such disruptions as quickly as possible.

F. The Cluster reserves the right to include the names, e-mail addresses, postal addresses and type of service provided by cooperation partners in a reference list and to make this list available to other cooperation partners and interested parties upon request.

G. The Cluster reserves the right to continue to use the company's data (images and data) collected during the partnership even after the partnership has ended.

H. By entering into a partnership, the cooperation partner gives its express consent within the meaning of section 107 of the Telecommunications Act 2003 [*Telekommunikationsgesetz, TKG*] Federal Law Gazette I No. [BGBI. I Nr.] 70|2003 as amended, to receive electronic information from the Cluster, among other things. Said consent may be revoked by the cooperation partner at any time in writing.

V. "SILICON ALPS" BRAND

A. Rights of use and exploitation

The Cluster is the sole and unrestricted holder of the right to use and exploit the logo composite mark "Silicon Alps".

B. Use

The cooperation partner has the right to use the logo composite mark “Silicon Alps” for what is known as “piggyback marketing” in accordance with the terms of use (specimen) stipulated by the Cluster, provided that the latter has given written consent for said use. The cooperation partner expressly states that it will not derive any future rights, claims or demands from the use of the logo composite mark and that it will indemnify and hold the Cluster harmless in this respect.

C. Using the brand after the contractual relationship ends

If the present contractual relationship is terminated or ended, for whatever legal reason, the cooperation partner must refrain from using the logo composite mark “Silicon Alps” and to demonstrably destroy any marketing material and documents still in its possession.

VI. GUARANTEE; WARRANTY; COMPENSATION FOR DAMAGES

A. The Cluster does not assume any liability for any success resulting from the cooperation of the cooperation partners among themselves nor is the Cluster liable vis-à-vis the respective cooperation partner for any specific success, in particular for the services provided to the cooperation partner by it.

B. The Cluster is not liable for the correctness, completeness or any other properties of data provided to the Cluster by third parties and forwarded unchanged as such, nor for data provided by third parties, processed by the Cluster and then forwarded.

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VII. FURTHER PROVISIONS

The cooperation partner commits to servicing its online partner profile once a year at www.silicon-alps.at (or to make the relevant data available to the Cluster) and to transmit all company-related data in a complete and accurate manner to the Cluster using the partner master data sheet as amended.

VIII. APPLICABLE LAW; PLACE OF JURISDICTION

A. Austrian law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods and to the exclusion of the conflict-of-law provisions of the Austrian IPR Act.

The exclusive place of jurisdiction is the court responsible for the area in which the Cluster has its registered office.

C. Should individual provisions of these GTC clash with any mandatory statutory provisions, the remaining provisions of these GTC will retain their validity.