

General Terms and Conditions condignum SAAS

December 2024

1. preamble

CONDIGNUM GmbH, FN 504524y, Commercial Court Vienna, Prinz Eugen Straße 70/2/1, 1040 Vienna, (hereinafter referred to as "condignum") develops, distributes and manages software in the field of cyber security, risk management and compliance.

These GTC govern the rights and obligations between condignum and condignum's customers.

2. Scope of application

2.1 These GTC govern the business relationship between condignum and customers of condignum, both on a paid and free-of-charge basis (such as in the course of Proof of Concepts). Condignum provides services on the basis of these GTC. The mere use of condignum's services by the customer has the effect that these GTC form the basis of such a business relationship and thus become effective.

2.2 In addition to these GTC, the current price lists of condignum (which are made available in the respective offer), as well as any other individually agreed contractual provisions in written form, apply.

2.3 If the client has its own GTC, the client confirms by using the services of condignum that only these GTC apply to the contractual relationship between condignum and the client. If the client has its own GTC, these deviating GTC only apply if condignum expressly expresses its consent in writing.

2.4 Individual agreements must be made in writing (company signature). Informal declarations by condignum (also by e-mail) are not binding.

2.5 Condignum is entitled to amend these GTC unilaterally. The Customer shall be notified of the amendment in writing at least one month before it comes into effect. The customer is entitled to object to the amendment in writing within four weeks of receipt of the email. The amendment shall be deemed accepted and binding if the user has agreed to the amendment or has not objected to it within the four-week period.



3. Services from Condignum

3.1 Condignum provides the Customer with a system for cyber security tasks consisting of several modules and services (if any) (hereinafter referred to as the "Product"). The Customer benefits from ongoing further development of the Product and in return acknowledges that temporary maintenance times may occur in the course of updates and upgrades.

3.2 Condignum reserves the right to discontinue the Product and all specifications of the Product for technical or operational reasons. Condignum shall notify the Customer of such discontinuation at least one month before it takes effect, at least by e-mail.

3.3 Condignum is only responsible for the services provided by condignum itself. Should the customer involve a third party - for whatever reason (such involvement requires prior written confirmation from condignum in any case), the customer shall not have any claims against condignum and condignum shall be indemnified and held harmless by the customer.

4. Obligations of the customer

4.1 The customer undertakes not to use any technical equipment, software or other data that could lead to an impairment of condignum's system. The client is not permitted to make any changes to the product himself.

4.2 The customer must ensure that its employees and third parties attributable to it handle the product provided by condignum with care. The customer is liable to condignum for any damage caused willfully or negligently by the customer or its vicarious agents and companies.

4.3 The client undertakes not to misuse condignum products, not to make them available to third parties, not to sell them for its own account or for the account of a third party or otherwise not to trade in them.

4.4 The customer must treat condignum's products with care and store them in such a way that third parties cannot access them. The customer is liable to condignum for all damages in the event of a breach of its obligations.

4.5 If the customer's products, which it purchases from condignum, are blocked due to events for which it is responsible, the customer is liable to condignum for the costs incurred for this as well as for the costs incurred by it under the contract.

4.6 The customer expressly agrees to be named by condignum as a reference customer. It is noted that condignum agrees the use of customer logos with the customer before publication.

4.7 Condignum supports you in the digital mapping of your ISO 27001 standard in the platform. The platform does not include a license to use the standard within your company. The user bears sole responsibility for correct licensing and Condignum cannot be held liable for any license violations.



5. Terms of use

5.1 The customer undertakes to use the product provided by condignum only in accordance with these GTC and in particular not to use the provided service or storage space (cloud instance) to store or distribute illegal content.

5.2 The customer undertakes vis-à-vis condignum to assume sole responsibility for compliance with the legal provisions. Furthermore, the customer undertakes not to use the contractual services in any way or to allow others to use them in any way that leads to the impairment of third parties or endangers condignum's security or operations. In any case, the customer shall indemnify and hold condignum harmless in full against all third-party claims arising from the breach of these obligations upon first request.

6. Performance disruptions

6.1 Condignum provides the Product to the Customer. Condignum is not liable for service disruptions and direct or indirect damage caused to the Customer as a result. In particular, connection errors (which may or may not be in the sphere of condignum) or necessary maintenance work by condignum may lead to service disruptions.

6.2 The customer undertakes to assist condignum free of charge in the rectification of service disruptions. The client shall inform condignum immediately of any service disruptions so that they can be rectified as quickly as possible.

6.3 The customer undertakes to take all necessary measures to ensure that condignum's services are not impaired.

6.4 Condignum cannot exclude the possibility of data loss or other impairments, in particular due to impairments of the Customer's internet connections in the course of synchronization processes. Condignum is not liable for this, irrespective of any fault on the part of condignum or one of its subcontractors.

7. Guarantee and liability

7.1 Condignum assumes no warranty and liability in the event of failure of the product, regardless of the cause of the failure.

7.2 Condignum shall only be liable in the event of intent and gross negligence, and in the event of personal injury also in the event of slight negligence.

7.3 Condignum shall not be liable for damage to the Customer's end devices, third-party damage or indirect damage such as loss of earnings or loss of profit. Warranty and liability for damages suffered by the customer as a result of delays in projects due to non-performance or defective performance of condignum's products is also expressly excluded. condignum is also not liable for lost savings, lost data, indirect and consequential damages as well as damages from third-party claims. If liability cannot be



excluded due to legal regulations, the liability for each event causing damage is limited to EUR 3,000.00 and EUR 5,000.00 towards all injured parties. If the total damage is higher, the compensation claims of the individual injured parties shall be reduced proportionately.

7.4 Condignum is not liable for damages and defects caused by changes to the software, changes to the necessary system settings or application errors.

7.5 Insofar and as long as obligations cannot be fulfilled on time or properly due to force majeure, such as war, terrorism, natural disasters, fire, strike, lockout, embargo, sovereign intervention, failure of the power supply, failure of means of transportation, failure of telecommunications networks or data lines, changes in the law affecting the products after conclusion of the contract or other non-availability of products, this shall not constitute a breach of contract.

7.6 High-risk environment: The product may contain components that react negatively to errors or in which errors are only recognized later and corrected in the course of the usual patches. The product has not been designed and is not intended for use in hazardous environments requiring fail-safe (fault-tolerant) performance or in any other application where failure of the product could lead directly to death, personal injury, severe property damage or environmental damage.

7.7 The Customer's terminal equipment and the internet connection are not the subject of Condignum's performance. Condignum is not liable for damages and defects that are beyond its control (in particular disruptions of public communication networks, inadequate system requirements, etc.). Current system requirements for the use of condignum can be found in the FAQ section at www.app.condignum.com.

8. Rights of use to software products and documents

8.1 Insofar as condignum provides the customer with products or enables the customer to use products as part of the services, the customer is entitled to the non-exclusive, non-transferable, non-sublicensable, limited right to use the software products in unaltered form, which can be withdrawn unilaterally by condignum at any time.

8.2 For third-party software products provided to the client by condignum, the respective license terms of the manufacturer of these software products take precedence over the provisions of this point 8.

8.3 Unless a separate agreement is made, no further rights to software products are transferred to the client. In particular, the client does not acquire any rights whatsoever to the product, in particular no trademark, patent or other intellectual property rights.

8.4 All documents provided to the client by condignum, in particular the documentation for software products, may not be reproduced or distributed in any way, whether for payment or free of charge.



9. Secrecy

9.1 The customer assures condignum to treat all trade secrets brought to its attention in connection with this contract and its execution as such and not to make them accessible to third parties, unless they are generally known, or were already known to the recipient beforehand without an obligation of confidentiality, or are communicated or provided to the recipient by a third party without an obligation of confidentiality, or have been demonstrably developed independently by the recipient, or must be disclosed due to a legally binding official or judicial decision.

9.2 Subcontractors engaged by condignum are not considered third parties if they are subject to a confidentiality obligation corresponding to the content of this point.

9.3 Violations of the confidentiality obligation result in the client being liable to condignum for all damages.

10. Term and cancellation

10.1 Unless expressly agreed otherwise, contracts between condignum and the customer are concluded for an indefinite period. The client waives the right to terminate the contract for the period specified in the product descriptions or individual agreements.

10.2 Both condignum and the customer can terminate contracts concluded for an indefinite period at the end of the billed period. The termination must be made in writing.

10.3 Extraordinary termination by condignum with immediate effect - in this case the customer is not entitled to any claims against condignum - is possible in particular under the following conditions:

10.3.1 The client provides incomplete or incorrect information or fails to provide required evidence.

10.3.2 The client is in default of payment for 14 days; a grace period is not required;

10.3.3 There is reasonable suspicion that services are being misused - including by third parties.

10.4 Condignum is entitled to demand a security deposit (deposit, surety, bank guarantee from an institution authorized in the European Economic Area) from the Customer instead of terminating the contract immediately if there is a reason for termination. Furthermore, Condignum shall be entitled to demand advance payment such as 6 months advance payment by the Customer in the event of a reason for termination listed in this Section 10.

11. Copyright

11.1 All property rights and copyrights as well as industrial property rights to the software, the technical content, the printed accompanying materials and every copy of the software and the content belong to condignum or subcontractors of condignum. The software is protected by copyright laws and international copyright treaties as well as by other laws and agreements on intellectual property. The software is licensed, not sold.

11.2 Use of the on-premise version: The customer may only use this in accordance with the specifications of its contractual partner for this service and only in connection with the services in question.



11.3 Backup copies: The customer may not make any backup copies of the software, with the exception of the copies which the customer may make in the context of using the redistribution software.

11.4 The Customer is not entitled to reverse engineer, decompile or disassemble the Software unless (and only to the extent) expressly permitted by applicable law notwithstanding this restriction.

11.5 Transfer restrictions: The customer may neither license the software to third parties nor distribute a sublicense for it, nor lend, lease or otherwise transfer it. The end user is not authorized to directly or indirectly transfer or distribute the software to third parties

11.6 The temporary allocation of subcontractor access in accordance with the product description is granted if necessary.

11.7 Creative Commons: All contents of this activity, in particular texts, source code and graphics, are protected by copyright. Unless expressly indicated otherwise, the copyright lies with condignum GmbH. Content published under the "Creative Commons" license is marked as such. They may be used in accordance with the specified license conditions.

12. Information duties

12.1 The client shall inform condignum immediately of any changes in address or other essential information. If the client fails to do so, the declarations from condignum are deemed to have been delivered even if they were delivered to the last valid means of communication.

12.2 The client accepts that condignum can also send legally significant declarations to the client by email, SMS or other electronic media (this also applies to invoices, which may be electronically signed in order to comply with the provisions of the Value Added Tax Act). Declarations shall be deemed to have been received as soon as the customer can retrieve or take note of them under normal circumstances.

12.3 Non-registered mail shall be deemed to have been received within 2 working days of posting.

13. Terms of payment and other financial conditions

13.1 Unless otherwise stated, all amounts are exclusive of the currently applicable VAT and other charges.

13.2 Basic fees are charged in advance for the respective billing unit.

13.3 The customer shall bear all bank charges and other expenses associated with the transfer.

13.4 For late payments, the customer shall be charged interest on arrears at a rate of 15% p.a. of the outstanding amount, plus reminder fees. The necessary and appropriate costs incurred for the intervention of lawyers and debt collection agencies shall be borne by the customer.



13.5 A deduction of discounts and any rebates is excluded and will not be granted.

13.6 Payments by the Customer shall always be credited against the oldest debt.

13.7 Condignum is entitled to unilaterally raise the prices for its products appropriately and shall inform the Customer thereof in good time, but at least 1 month in advance.

13.8 Invoices shall be deemed accepted if no objection is raised in writing within 3 months of invoicing and the Customer does not take legal action within a further 2 months.

13.9 Offsetting by the customer against claims against condignum is excluded. A right of retention on the part of the customer is also excluded.

14. Other regulations

14.1 Should one or more provisions of these GTC be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid or unenforceable clause.

14.2 The assertion of a reduction of more than half is excluded vis-à-vis condignum.

14.3 Any disposal by the Customer of the rights or obligations existing under the contract requires the prior written consent of condignum. However, condignum is entitled to transfer contracts to a third party without the customer's consent. In this case, these GTC continue to apply to the contractual relationship, unless otherwise unilaterally determined by condignum.

14.4 Condignum is entitled to use third parties in whole or in part to fulfill its obligations.

14.5 Austrian law applies exclusively, even if the product is used abroad or any other reference to a foreign country is made. The reference norms provided for in Austrian law and the UN Convention on Contracts for the International Sale of Goods are excluded.

14.6 Any disputes shall be subject exclusively to the local jurisdiction of the competent court in Vienna Innere Stadt. The place of fulfillment is also Vienna Innere Stadt.

