

GENERAL TERMS AND CONDITIONS

of the ITSDONE Group of Companies

Status as of September 1st, 2016

These general Terms and Conditions are basically formulated for legal transactions between companies. If they are also utilised for transactions with consumers, they shall only apply insofar as they do not contradict any mandatory provisions of the first main section of the Austrian Consumer Protection Act, Federal Law Gazette 140/1979 in its respective current version. It is also important to note that a gender-conscious notation has been omitted for reasons of better readability; insofar as person-related terms are used, they apply to women and men equally.

1. GENERAL

- 1.1. The terms and conditions at hand (hereinafter referred to as "T&Cs") apply to all deliveries and (service) performances, rendered by the companies of the ITSDONE Group (ITSDONE Holding GmbH, ITSDONE Applications GmbH, ITSDONE Services GmbH, ITSDONE IT Products GmbH, ITSDONE IT Technology GmbH) - hereinafter referred to as "ITSDONE" - for a contractual partner - hereafter referred to as "CP".
- 1.2. The T&Cs at hand shall also apply to future transactions between the contractual parties, even if no further reference is made to the same when contracts will be concluded in future. The most recently revised version, valid at the point in time of the conclusion of the contract, shall be authoritative.
- 1.3. Upon the conclusion of the contract, the T&Cs shall become an integral part of the contract and are accepted by the CP in their entirety. In case of the use of general terms and conditions, conditions of purchase and the like, the CP agrees to assume that in doubt the ITSDONE T&Cs shall apply, even if the conditions of the CP remain unobjected. Contract fulfilment negotiations on the part of ITSDONE shall not be interpreted as acceptance terms and conditions deviating from the T&Cs at hand.
- 1.4. Possibly ineffective or unenforceable individual provisions of the agreements made, including the provisions of the T&Cs at hand, shall not affect the validity of the remaining provisions. Any ineffective provision shall be substituted by an appropriate provision, which most closely approximates to the sense and economic purpose of the invalid or unenforceable provision.
- 1.5. Declarations and commitments regarding programme functions, (technical) properties or dates stated by ITSDONE employees that are not agreed in the written contract documents are only binding for ITSDONE if they are expressly confirmed by ITSDONE to the CP in writing.

2. OFFERS

- 2.1. Offers from ITSDONE are non-binding. The CP enters into a binding contract by submitting a contractual offer. ITSDONE is entitled to accept a contractual offer contained in an order within 14 days. A contractual relationship between ITSDONE and the CP is only concluded upon a written order confirmation by ITSDONE. The commencement of a service or the dispatch of an invoice shall be equivalent to the confirmation of an order.

3. SERVICES

- 3.1. In contracts (in particular service contracts) agreed operating, reaction and recall times shall relate to customary conditions.
- 3.2. Technical data made available to the CP in the form of offers, brochures or other informative materials only represent approximations. They do not have to correspond to the latest state of the art technology. They are not relevant for the determination of a deliverable and shall not constitute warranted characteristics.

Services:

- 3.3. The exact scope of services to be rendered by ITSDONE is specified in respective SLAs for the CP. Unless otherwise agreed, ITSDONE shall render its services during normal ITSDONE business hours.
- 3.4. The facilities and technology to be utilised by ITSDONE for the to be rendered performance and services shall be based on the qualitative and quantitative performance requirements of the CP, which are to be determined on the basis of the information provided by the CP. On request, ITSDONE shall furnish the CP with a new and appropriate offer, if new requirements of the CP necessitate a change of the services or the deployed technology.
- 3.5. ITSDONE is entitled to change the means used for rendering the services at its own discretion,

unless an impairment of due services is to be expected.

- 3.6. Services rendered by ITSDONE that exceed the respective agreed scope and are utilised by the CP shall be remunerated by the CP on the basis of the actually incurred cost for staff and material. Unless explicitly agreed otherwise, this shall also apply for training services. The respectively valid ITSDONE rates shall be applied as settlement prices.
- 3.7. Third party services mediated by ITSDONE on the request of the CP shall only constitute contracts under the respective third party terms and conditions between the third party and the CP. ITSDONE shall only assume responsibility for the services it provides itself, unless ITSDONE explicitly agreed to act as general contractor for such services.

Hardware and Software:

- 3.8. Hardware is delivered with the properties featured during its production by the manufacturer at the time of order. ITSDONE is entitled to deliver dissimilar hardware, unless such hardware is at least equivalent and has no significantly different functions.
- 3.9. If the CP orders licensed third party software via ITSDONE, the CP shall accept both the performance of the software and the license agreement of the third party. This also applies to ITSDONE in its entirety.
- 3.10. If ITSDONE makes software products available to the CP or, within the scope of the services, allows the CP to use software products, the CP shall be granted the non-exclusive, non-transferable, non-sub-licensable right, limited to the duration of the contract, to use such software products in unchanged form.
- 3.11. Unless otherwise agreed, the CP will not be granted any further rights to such software products. The CP's rights pursuant to §§ 40 (d) and 40 (e) of the Austrian Copyright Act are not affected hereby.
- 3.12. Unless expressly agreed otherwise, all above stated consented rights of use for the CP shall only take effect once the agreed remuneration is paid in full.

4. PERFORMANCE PERIODS

- 4.1. Unless otherwise agreed, the period of performance shall commence at the latest of the following dates:
- Date of confirmation of order;
 - Date on which the CP has complied with all technical, commercial and/or financial preconditions for which the CP is responsible under the contract;

- Date on which ITSDONE received a down payment or payment security that is due prior to the delivery.

- 4.2. In individual cases the agreed delivery period can - except for absolute fixed-date transactions - be exceeded by 30 days for special or internal reasons, without the CP being able to derive delay claims of any kind.
- 4.3. No breach of contract shall be constituted insofar and as long as obligations can not be properly fulfilled on time due to force majeure, such as war, terrorism, natural disasters, fire, strike, lockout, embargo, governmental interventions, loss of power, loss of means of transport, failure of telecommunication networks or data lines, legislative changes after conclusion of the contract that impact the services or due to other non-availability of products.
- 4.4. In cases where ITSDONE is in default of performance, the CP may declare the threat of withdrawing from the contract subject to setting a reasonable grace period (of at least 8 weeks) by registered letter. The right to withdraw from the contract shall only arise for the part of the performance or delivery that constitutes such default.

5. TRANSFER OF RISK

- 5.1. Unless otherwise agreed in writing, the contractual place of performance (place of fulfilment) shall be at the ITSDONE corporate headquarters.
- 5.2. The transfer of risk to the CP takes place with the dispatch of the delivery/service object, i.e. when the goods have been handed over to a transport company or have left the ITSDONE warehouse. This also applies if ITSDONE bears the costs of transport. The purchase of transport insurance or other insurance covers is at the sole discretion of the CP. If a delivery/service object is not shipped, the transfer of risk to the CP takes place upon handover.
- 5.3. In cases of downloads, cloud storage and when sending data over the Internet, the risk of loss or corruption of data shall pass to the CP as soon as the network interface is crossed.
- 5.4. The hand-over shall be deemed to have taken place once the CP is in default of acceptance.

6. RESERVATION OF OWNERSHIP

- 6.1. ITSDONE reserves the title to all ITSDONE supplied hardware and software products until all outstanding accounts receivable have been completely settled. ITSDONE reserves the rights of use for licensed software. During the retention of title, the CP is obligated to handle all goods with care. The CP is obligated to commission required maintenance or inspections at his own expense. The CP is obligated to immediately notify ITSDONE

in writing of any third party access to the goods, especially on enforcement measures and on possible damage or destruction of the goods. The CP is obligated to immediately notify ITSDONE on any change in possession of the merchandise and on the change of the CP's address. The CP shall compensate ITSDONE for all incurred damages and costs resulting from a breach of this obligation and from applying necessary intervention measures to prevent third party access to the goods.

- 6.2. If insolvency proceedings, pre-proceedings or reorganisation proceedings are instituted with respect to the CP's assets, ITSDONE shall be entitled to claim the reservation of title and/or to reserve rights of use. The same applies in the event that a default in payment is claimed despite a grace period of at least eight days. The assertion of such rights is only deemed as withdrawal from the contract, if served as a written declaration by ITSDONE. In case of the assertion of such rights, ITSDONE shall be entitled to demand full settlement of all outstanding accounts receivable and/or to seek compensation up to the amount of such claim by exploiting the goods and/or the rights of use under retention of title.

7. CP'S DUTIES OF PARTICIPATION, COOPERATION AND FACILITATION

- 7.1. The CP undertakes to support all measures (incl. participation in specifications, tests, inspections, etc.) required for unhindered commencement, speedy delivery and completion of the performances to be rendered by ITSDONE. The CP further undertakes to take all necessary measures not included in the scope of ITSDONE, which are however necessary to ensure the overall performance of the contract. This also includes third-party support to the CP.
- 7.2. ITSDONE at its sole discretion will render some of the services on site at the CP's premises. For such purpose the CP shall, at its own risk and free of charge, facilitate the network components, connections, power supply current incl. peak voltage equalisation, emergency power supplies, installation spaces for systems, workspaces as well as infrastructure to the extent and quality required (e.g. air conditioning) by ITSDONE for the provision of services. The CP is in any case responsible for complying with the requirements for the operation of the hardware as required by the respective manufacturer. Likewise, the CP shall ensure room and building safety, including protection against water, fire and unauthorised access. At its premises, the CP itself shall be responsible for special safety precautions (e.g. security cells).
- 7.3. By the agreed deadlines, the CP shall provide all information, data and documents in the manner specified by ITSDONE and/or shall provide
- unhindered access to the information, data, test data and documents required by ITSDONE to perform the contractual services. This includes - to the extent required - access to the CP's IT systems and to the individual components of the network (LAN, WAN / router & switches), firewalls, servers, databases, storage systems, including backups as well as the disclosure of the passwords and log-in credentials (some with administrator privileges) required. Access to sensitive information of the CP should preferably take place in the presence of a qualified CP representative in order to be able to assist with information about the site, to optimise the workflow and in order to preclude any problems that might arise from such access at a later date.
- 7.4. In addition, the CP shall also keep the data and information provided to ITSDONE, in order to be able to reconstruct possibly lost or damaged data at any time.
- 7.5. Default of acceptance shall be constituted, provided, the CP fails to fulfil any obligations to cooperate despite a written warning.
- 7.6. The CP undertakes to comply with any possible rules or regulations of Austria, the European Union or the United States of America, when exporting goods delivered by ITSDONE or providing the services rendered by ITSDONE to a foreign buyer. The CP shall be liable to ITSDONE for any damage arising from a breach of these obligations.
- 7.7. Any change to the operating conditions or the installation location of components at the deployment location supervised by ITSDONE must be agreed with ITSDONE in advance and the relevant service contract(s) must be adjusted where necessary. In such case, ITSDONE shall be entitled to appropriately increase the service fee and to change the response time. ITSDONE shall be entitled to refuse the service for the affected components, if the CP fails to notify ITSDONE of such changes.

8. SERVICE DISRUPTIONS AND WARRANTY

- 8.1. ITSDONE is obligated to contractual delivery and/or performance.
- 8.2. The warranty period for deliveries and services - irrespective of the underlying legal titles of such deliverable (purchase agreement or as part of a service contract) - is 6 months. If a software license agreement is concluded between the CP and a software vendor that provides for a shorter period, such shorter period is also deemed to be agreed between the CP and ITSDONE.
- 8.3. The burden of proof that a defect was already present at the time of delivery always and in any case resides with the CP; the presumption of defectiveness in accordance with § 924 Austrian Civil Code (ABGB) is precluded. Incidentally, the full burden of proof for all claims, in particular for the defect itself, for the time of discovery of the

- defect and the timeliness of the notification of defects also resides with the CP.
- 8.4. The warranty period basically commences (e.g. when supplying hardware and standard software) upon the delivery or dispatch and for customised features and customised software upon its acceptance and/or partial acceptance. The CP's rights of recourse pursuant to § 933b Austrian Civil Code (ABGB) are precluded.
 - 8.5. Only reproducible deviations of the functionality of the software and/or systems from the agreed functionality, which already existed at the time of acceptance, provided that this significantly impairs the use of the software and/or systems, shall constitute a defect of performance. Faulty functioning resulting from deficiencies of the environment (hardware, operating system, software of the CP or third parties, entries) for which the CP bears responsibility shall not constitute a defect.
 - 8.6. If a defect results from a violation of the CP's participation and/or duties of cooperation and facilitation or from other acts or interventions by the CP, e.g. misuse, unauthorised work material, import of unauthorised software (tools, versions, etc.), unauthorised access and changes to the system or improper handling and extraordinary connections or damage during transport, any obligation to eliminate defects free of charge shall be precluded. In these cases and despite possible restrictions, the services rendered by ITSDONE are considered to be performed in compliance with the contract.
 - 8.7. The CP shall assist ITSDONE in the elimination of defects and shall provide all information required. The CP shall immediately assert all encountered defects to ITSDONE in writing or by email, provided, they can be identified by reasonable investigation. Any additional troubleshooting effort resulting from a late notification shall be born by the CP. Hidden defects or the absence of warranted characteristics shall also be asserted immediately after discovery.
 - 8.8. After receiving a notification of defects ITSDONE shall be entitled at its sole discretion to give instructions for the removal of the defect or to take any other appropriate troubleshooting measures, such as the submission of data carriers or information sheets, which are suitable for the correction of the defect. If such measures should not be successful, ITSDONE will, at its sole discretion, replace the affected delivery or repeat the affected service or carry out the necessary improvement works. Multiple rectifications shall be permitted. As long as ITSDONE takes the measures to remedy the situation described above, the CP shall not be entitled to claim a reduction of remuneration (price reduction) or a cancellation (rescind) of the contract. If and when ITSDONE replaces goods under warranty, the CP is obligated to return the originally delivered goods to ITSDONE immediately.
 - 8.9. Costs incurred by unfounded notification of defects must be born by the CP on the basis of the actual expense and according to the respectively applicable hourly rates of ITSDONE.
 - 8.10. ITSDONE assumes no warranty obligation for used goods.
 - 8.11. If ITSDONE is entrusted by the CP with the storage of any kind of goods, ITSDONE shall not be liable for any damage resulting from storage, unless it can be demonstrated that such damage results from blatant gross negligence or intent under the responsibility of ITSDONE.
 - 8.12. Any hardware or third party software products provided to the CP by ITSDONE are primarily governed by the applicable warranty conditions of the manufacturer/supplier of such products.
 - 8.13. As concerns third-party products, ITSDONE is entitled, at its sole discretion, to assign the manufacturer and/or supplier to perform the corrective action or to assert the rights of the respective claims to the CP. The warranty, guarantee and maintenance provisions specified by the manufacturer and/or supplier shall apply.
 - 8.14. There shall be no warranty on the part of ITSDONE for programmes that are processed or subsequently altered by programmers of the CP and/or by third parties.
 - 8.15. The warranty applies only to the amendment or supplement, if the subject of the contract is to modify or supplement an existing programme.
 - 8.16. The costs for support, fault diagnosis as well as fault and malfunction elimination, which reside in the responsibility of the CP as well as other corrections, amendments and supplements will be performed by ITSDONE against payment. This also applies to the correction of faults when programme amendments, supplements or other interventions have been performed by the CP or by a third party.
 - 8.17. ITSDONE does not assume any responsibility for a continuous operability of components or systems.

9. LIMITATIONS OF LIABILITY

- 9.1. ITSDONE shall be liable under the statutory provisions for damages only insofar as intent or blatant gross negligence can be demonstrated; the burden of proof rests with the CP. The liability for slight negligence, compensation for consequential damages and financial losses, business interruption, lost savings or profits, loss of interest and damages from third party claims against the CP are precluded.
- 9.2. Indemnity claims shall expire 6 months after the date at which the CP gained knowledge of the damage and the injuring party; however no later than three years after the conclusion of the contract; in the case of on-going service contracts, no longer than three years following the provision of the service in question.

- 9.3. Burden of proof rests with the CP for any indemnification law based claims, particularly the damage itself, the economic extent of the damage, the cause of the damage, and any fault on the part of ITSDONE or attributable to persons associated with ITSDONE, the degree of fault, and the date upon which the CP gained knowledge of the damage in question.
- 9.4. Any claims for recourse against ITSDONE asserted by the CP or third parties under the title of "product liability" within the meaning of the Austrian Product Liability Act, are precluded, unless the claimant proves that the defect was caused at least grossly negligent in the sphere of ITSDONE's responsibility.
- 9.5. In any case and based on the above provisions, compensation for data or software destruction only applies, if the CP fully complied with his obligations to proper computer operation (e.g., documented data backup and retrieval of at least three generations) and such liability does not relate to the restoration of such data. The restoration of data is not precluded, but the restoration of data is limited to a total maximum of EURO 10,000, provided, data backup is expressly agreed as a performance.
- 9.6. In all cases where ITSDONE, despite the above limitations of liability, is obligated to compensation, such compensation shall be limited irrespective of its legal basis to the greater of the following amounts: EURO 200,000.00 or the price paid for the product or service (for recurring fees, the fee for 3 months will be applied instead of the price) for the product or service that caused the damage or is the object of the claim or is directly related to the damage.

10. PERSONNEL

- 10.1. In the contract, the CP shall nominate knowledgeable and competent points of contact, which can make or arrange for necessary decisions and can be available within a reasonable timeframe.
- 10.2. ITSDONE employees shall not enter into an employment relationship with the CP, even if they are acting on the premises of the CP.
- 10.3. The CP shall not be entitled to give instructions - of any kind - to ITSDONE employees and shall direct all requests regarding the provision of services exclusively to the contact person designated by ITSDONE.
- 10.4. The contractual parties shall ensure that their respective employees or third parties attributable to them, carefully handle all assets and technologies utilised and any assets surrendered by ITSDONE or the CP; the contractual parties shall be mutually liable to one another for occurred damages.
- 10.5. Insofar as agreements between the parties stipulate that CP employees shall be taken over by

ITSDONE, a separate written agreement is required for such purpose. The relevant provisions of the Austrian Employment Contracts Adjustment Act (AVRAG) shall apply.

- 10.6. During the term of the contract and up to one year after the end of the contract, the CP undertakes not to hire and/or entice away ITSDONE employees deployed to perform the services, be it directly or via third parties. For each case of contravention, the CP undertakes to pay ITSDONE a penalty in the amount of the gross annual salary the employee(s) in question most recently received from ITSDONE.
- 10.7. ITSDONE shall be entitled to engage third parties for carrying out all or part of its contractual obligations.

11. PRICES, TERMS, CONSEQUENCES OF DEFAULT

- 11.1. The remuneration to be paid by the CP and the applicable terms derive from the respective contract. All prices quoted by ITSDONE are in Euros exclusive of value added tax. The CP shall also be liable for all taxes and charges and any levies or duties associated with the underlying agreement and its implementation. In cases of sales shipment, a lump sum delivery surcharge is added to the price.
- 11.2. ITSDONE shall be entitled to appropriately adjust its prices, provided, a change of costs for labour (due to provisions in collective agreements or internal works agreements) or for other measures, required for the fulfilment of the contractual performance (such as cost of materials, licenses, energy, transportation, third-party works, financing, etc.) should arise. ITSDONE shall promptly notify the CP on any cost increase that exceeds 15%. Insofar as inevitable cost overruns of more than 15% are concerned, a separate agreement is not required and such costs can be invoiced without further notice.
- 11.3. Unless otherwise agreed, order changes and additional orders can be invoiced at reasonable prices by all means.
- 11.4. Unless contractually agreed otherwise, hardware and one-off payments shall be invoiced after delivery or performance, and on-going fees shall be paid monthly in advance. Invoices raised by ITSDONE shall be due for payment without charges and without any deduction within 14 days from the invoice date. These terms of payment analogously apply for partial invoices. Payments shall be deemed to be effected on the day ITSDONE can freely dispose of such funds.
- 11.5. Unless otherwise agreed, 50% of the journey times of ITSDONE employees are rated as working time. Journey times shall therefore be remunerated at 50% of the agreed service rates. Insofar as a performance is rendered outside Vienna, Austria, the CP shall also reimburse the

- travel costs and actual expenditure for any overnight stays ("Civil Servant Scheme"). Travel and associated cost shall be reimbursed based on the presentation of the documents (copies).
- 11.6. Unless contractually agreed otherwise, familiarisation-training requirements for CP employees shall be invoiced based on the respectively applicable ITSDONE service rates.
- 11.7. For contracts concluded for a (definite or indefinite) duration (e.g., service and maintenance contracts, operator services and the like) a value retention is expressly agreed for of all compensation claims. The monthly-published Austrian Central Statistical Office Consumer Price Index 2010 (VPI 2010) or its replacement index shall be applied as a measure to calculate the value retention. An index adjustment of prices will take place with effect of January 01 of each year. The percentage for the fee adjustment for the next twelve months shall be calculated by comparing the index of the month the contract is concluded with the January index. For the subsequent contract years, this process is repeated with the current indices, where the January index of the previous year shall serve as the basis for comparison.
- 11.8. In case of a default or a significant deterioration of the CP's assets (e.g., credit downgrade by creditor protection associations or insolvency insurances, open entries in judicial execution register), ITSDONE shall be entitled make the service performance subject to (further) advance payments or the provision of other securities by the CP at an appropriate level.
- 11.9. Default in payment shall occur, without requiring any reminder from ITSDONE on the 15th day following the invoice date. If the CP defaults on payments, ITSDONE shall be entitled to interest on arrears at the rate of 8% above the base rate and to all costs necessary for the enforcement of the claim. Compound interest may be charged; compound interest is charged at the rate of 8% above the current base rate. If the CP is in default for more than 30 days, ITSDONE shall also be entitled to suspend all services, to immediately accelerate maturity for all services already rendered irrespective of any payment periods and to withdraw from the contract.
- 11.10. In case of default of payment, the CP is obligated to immediately return the goods and the licensed software products to ITSDONE on demand. A return request by ITSDONE is only deemed as withdrawal from the contract, if expressly declared as such by ITSDONE in writing. ITSDONE shall be entitled to freely exploit reserved property, goods and the rights of use of licensed software products elsewhere, whereby the resulting proceeds shall be set off against the claims against the CP. In case of default, ITSDONE is also entitled to make future supplies/services of any kind subject to advance payment or

guarantee of future charges (also applies to charges for concluded on-going contracts).

- 11.11. The CP is not entitled to assign its rights and obligations under the agreements concluded with ITSDONE or to transfer them to third parties.

12. OFFSETTING PROHIBITION

- 12.1. The CP shall only be entitled to offset against ITSDONE claims, provided, ITSDONE has either accepted the CP's claims in writing or if such claims have been ascertained by court.

13. TERMINATION OF CONCLUDED ON-GOING CONTRACTS

- 13.1. Service contracts are concluded for an indefinite period, unless expressly agreed otherwise in writing.
- 13.2. Both the CP and ITSDONE may terminate on-going contracts to the end of each calendar year by giving six months' notice.
- 13.3. Unless contractually agreed otherwise, the CP waives his right to termination for the first three years of a contract term.
- 13.4. Unless contractually agreed otherwise in writing, the authorisation to use the software licensed by ITSDONE shall also end when the termination of a concluded on-going contract takes effect.

14. DATA PROTECTION

- 14.1. ITSDONE will comply with the provisions of the Data Protection Act and the Telecommunications Act when handling personal data and apply the necessary technical and organisational data protection measures for ITSDONE's sphere of responsibility. ITSDONE undertakes itself and in particular obligates its employees to observe the provisions of § 15 Austrian Data Protection Act.
- 14.2. ITSDONE shall not be obligated to examine the admissibility of the data processing ordered by the CP with respect to data protection regulations. The CP shall ensure the admissibility of transferring personal data to ITSDONE and the processing of such data by ITSDONE. The CP shall particularly ensure that the access to and processing of personal data (including emails) of the CP, his employees or third parties does not violate any data protection regulations by ITSDONE and, the CP shall indemnify ITSDONE in this regard against any and all claims and in any event.
- 14.3. ITSDONE shall take all reasonable measures to protect the data and information of the CP stored at ITSDONE premises against unauthorised access by third parties. However ITSDONE shall not assume responsibility should third parties nevertheless succeed in illegally obtaining access to such data and information.

- 14.4. With the conclusion of the contract, the CP gives its consent that the data related to this business transaction may be transmitted to subcontractors involved in the execution of the contract. Furthermore and until further notice, ITSDONE shall be entitled to mention the name of the CP and to provide rough information on the project for reference purposes (in brochures, on the website, etc.).

15. CONFIDENTIALITY

- 15.1. Each contracting party shall assure the other party, to treat all information and trade secrets obtained from the other party and from others in connection with this agreement and its implementation strictly confidential and shall not disclose such information to third parties, insofar as it is not generally known, or was already known to the receiving party without involving a breach of confidentiality or was verifiably independently developed by the recipient or must be disclosed under a final administrative or judicial decision.
- 15.2. ITSDONE specifically undertakes to treat all the data and information revealed to ITSDONE during the contract period by the CP, incl. insight into the business of the CP, information about CP employees and any weaknesses in the CP's information technology strictly confidential and to prevent third parties from gaining access/knowledge of such data and information.
- 15.3. This also applies to secure storage of CP data at the ITSDONE premises and the dissemination of information to only those ITSDONE employees that are directly involved in the provision of contractual services. Involved employees must internally sign appropriate confidentiality agreements.
- 15.4. Subcontractors associated to ITSDONE are not considered as third parties insofar as they are bound by a corresponding confidentiality obligation.
- 15.5. For all parties, the obligation of confidentiality persists even after termination of the contract.

16. GOVERNING LAW AND PLACE OF JURISDICTION

- 16.1. Austrian law exclusively applies, excluding the UN sales law and the rules of conflict of law principles.
- 16.2. Place of jurisdiction for any and all disputes shall be the court responsible for the territory of the ITSDONE headquarter. However ITSDONE shall also be entitled to issue proceedings in the court at the CP's place of general jurisdiction.

17. VALIDITY

- 17.1. These General Terms and Conditions become valid for all contracts concluded after the 01st September 2016.