

1. General

1.1 docu tools GmbH, Seilerstätte 5/8, 1010 Vienna (hereinafter referred to as "docu tools"), develops, distributes, and manages software in the field of project documentation and defect management.

1.2 Contracting parties (hereinafter referred to as the "customer") are companies as defined by § 1 para 2 KSchG with which docu tools concludes a contract for services in the aforementioned areas of activity.

2. Scope of Application

2.1 These General Terms and Conditions (hereinafter referred to as "GTC") shall apply exclusively to all transactions between docu tools and the customer, including the provision of services free of charge during test phases.

2.2 Conflicting terms and conditions of the customer are only effective if they are expressly accepted by docu tools in writing.

2.3 In addition to these GTC, current price lists from docu tools (available at www.docu-tools.com) and any other contractual provisions individually agreed in writing shall apply (signature). Informal statements by docu tools (including by E-Mail) are not binding unless docu tools or a customer agreement provides otherwise.

2.4 These GTC can be changed by docu tools at any time at its own discretion. The customer shall be notified of such a change, which shall apply to the customer after two months; such notification may be made by E-Mail. The customer shall be entitled to object to the change in writing within four weeks after receipt of the E-Mail. Unless the customer objects, the change is considered accepted and binding. docu tools separately points out the option to object and the legal consequences mentioned above in the notification E-Mail.

3. docu tools' services

3.1 docu tools offers a software solution for professionals in the field of documentation, in particular in architecture, the construction industry, facility management and the real estate industry, as well as other disciplines based on documentation. Thanks to its unique networking capability, the software solution helps all parties involved in managing complex projects with ease (hereinafter referred to as the "product"). The customer is provided with a software system consisting of several modules (if applicable) which is subject to ongoing updates and further developments. If necessary or requested, further services such as an installation service, programming, training, conversion support, telephone consultation, etc. are also provided.

3.2 docu tools software is offered as a Cloud-based solution. This Cloud service is hosted by AWS – Amazon Web Services. All data and its automatic backups are stored within the EU in Amazon's data centre in Frankfurt (Germany). Data created with docu tools will be downloaded and uploaded via SSL endpoints using the HTTPS protocol. AWS is a secure, reliable technology platform with certificates and audits that are recognised in the industry: PCI DDS Level 1, ISO 27001, FISMA Moderate, FedRAMP, HIPAA, SOC 1 (formerly referred to as SAS 70 and/or SSAE 16) and SOC 2 audit reports. Services and data centres have multi-layered security systems that ensure the integrity and protection of customer data.

3.3 Only at the express request of the customer, docu tools' entire application can be stored locally on different data service centres, provided these data centres meet the relevant technical hardware and software requirements. This service has to be paid for separately unless stated otherwise in the offer.

3.4 docu tools expressly reserves the right to modify or discontinue the product and all specifications thereof, whether for technical or operational reasons. The customer must be informed of this in writing, e.g. by E-Mail, at least two months before it takes effect.

4. Obligations of the customer

4.1 In order to be able to use the products offered by docu tools, each customer must register in advance on <https://cloud.docu.solutions>, define access data, provide the required data (name, contact, payment details, etc.) and define a master user (company owner). Registration using incorrect data is of course not permitted. The master user can register exclusively adult employees from their company as additional users under their own responsibility as part of its organisation, whereby there is no separate contractual relationship between them and docu tools.

4.2 The customer agrees not to use any technical equipment, software, or other data that could interfere with docu tools' system. In particular, the customer is not permitted to make changes to the product on their own authority.



4.3 The customer must ensure that their employees and third parties attributable to them handle the product carefully and protect it from access by third parties. The customer is liable to docu tools for any damage caused deliberately or negligently by the customer or their vicarious agents.

4.4 Products from docu tools may not be misused by the customer, given or sold to third parties, or traded in any other way.

4.5 If it becomes necessary, due to events under the customer's responsibility, to block the product the customer obtained from docu tools, the customer shall be liable to docu tools not only for the costs incurred for this, but also for any costs incurred under the contract.

4.6 The customer agrees to be named by docu tools as a reference customer, whereby docu tools agrees on the use of customer logos, project data, etc. with the customer before publication.

4.7 In particular, the customer undertakes not to use the product or the provided service and storage space for storing or distributing illegal content.

4.8 Sole responsibility for compliance with legal regulations in connection with the use of the product provided by docu tools lies with the customer.

4.9 The customer undertakes not to use the product in any way or to hand it over to others which would impair third parties or endanger docu tools' safety or operation. The customer shall fully indemnify and hold docu tools harmless from and against any third-party claims arising from a breach of these obligations.

4.10 The customer shall inform docu tools immediately of any changes in address or other essential information. Otherwise, statements from docu tools on the latest docu tools communication option announced by the customer shall be deemed to have been delivered. Any costs incurred due to incorrect information (e.g., incorrect bookings due to wrong account information) are to be borne by the customer.

4.11 The customer accepts that docu tools can also send them legally important statements by E-Mail, SMS, or other electronic media, if necessary with the addition of an electronic signature (this also applies to invoices).

4.12 Statements are deemed to have been received as soon as the customer can access them or take note of them under normal circumstances.

5. Prices and payment terms

5.1 The list prices valid on the day of delivery shall apply to individual products.

5.2 For all other services offered, the amount of work shall be charged at the rates valid or individually agreed on the day the service is provided. Deviations from a time expenditure underlying the contract price, for which docu tools is not responsible, will be charged according to actual expenditure.

5.3 The costs for travel, daily and overnight expenses shall be invoiced to the customer separately. Transit time is accounted for as working time.

5.4 All amounts are (unless otherwise stated) plus statutory value added tax and any other charges.

5.5 Unless otherwise agreed, a price for a licence is due immediately with the order and must be paid in advance.

docu tools offers the following payment options:

- Bank transfer
- Credit card payment
- PayPal

5.6 Immediately after receipt of payment or proof of payment by sending a bank confirmation (including by Fax or E-Mail), the ordered product or the corresponding access data will be sent.

5.7 The customer shall be charged default interest of 8.5% per annum of the outstanding amount for late payments; reminder fees shall be added as well as the necessary and appropriate costs incurred for the intervention of lawyers and collection agencies.



5.8 docu tools reserves the right to provide or deliver its own services only upon complete payment or performance by the customer; until then, the product remains – even in the cases in which ownership does not pass to the customer at all due to the Cloud service – the property of docu tools. docu tools is released from its obligation to perform as long as the customer does not meet their payment obligations.

5.9 Invoices shall be deemed accepted if no objection has been raised in writing within three months of the invoice date and the customer does not take legal action within a further two months.

5.10 docu tools is entitled to raise the prices for its products unilaterally and will inform the customer at least one month in advance.

5.11 Dedication-free payments by the customer shall always be offset against the oldest debt.

5.12 The customer shall not be entitled to offset claims against docu tools. A right of retention on the part of the customer is also excluded.

6. Duration and termination

6.1 When ordering a product on a monthly basis, the customer can terminate the user relationship with docu tools at the end of each month, subject to a notice period of one calendar week, by sending an E-Mail to sales@docu-tools.com in which the customer declares their intention to terminate use.

6.2 Regular termination of contracts concluded for a minimum term of one year is not possible within this minimum term. The customer is obliged to pay the purchase price for the entire minimum term. The contract shall be deemed concluded for an indefinite period thereafter. Termination by the customer is possible at the end of the respectively charged period (year), subject to fourteen days' notice.

6.3 Individual agreements are possible in written form.

6.4 docu tools reserves the right to terminate the user relationship at any time with a notice period of fourteen calendar days, but at the earliest upon expiry of the agreed minimum term.

6.5 Extraordinary termination by docu tools with immediate effect – in this case the customer is not entitled to any claims against docu tools – is possible in particular under the following conditions:

- The customer provides incomplete or incorrect information or does not provide the required proof;
- The customer is in default of payment by at least fourteen days. No deadline extension is necessary;
- Insolvency proceedings have been opened against the customer's assets;
- There is a well-founded suspicion that services are being misused (including by third parties).

6.7 Instead of immediately terminating the contract, docu tools is entitled to require the customer to provide a security (deposit, guarantee, bank guarantee of an institution authorised in the European Economic Area) if there is a reason for termination. Furthermore, docu tools is entitled to demand advance payment, such as six months' advance payment, from the customer if one of the special reasons for termination applies.

6.8 In the event of complete termination of the contractual relationship, docu tools is entitled to delete irretrievably all data created under the docu tools membership within 30 calendar days after the cancellation has come into effect, and after expiry of any statutory retention periods.

7. Suspension of access

7.1 Access to <https://cloud.docu.solutions> can be locked temporarily or permanently, completely or in part, at its sole discretion if there are specific indications that the terms of use and/or applicable law have been breached, or if there is any other legitimate interest in blocking the account. The legitimate interests of the customer will be taken into account when deciding whether to block an account.

7.2 If an account is blocked temporarily or permanently, the customer's authorisation will be revoked and the customer will be informed by E-Mail.

7.3 If an account is locked temporarily, it will be reactivated after the lock period has elapsed or the reason for the lock ceases to be relevant. The customer will be informed thereof by E-Mail.

7.4 Permanently suspended access authorisation cannot be recovered. Permanently blocked persons are permanently excluded from participation in <https://cloud.docu.solutions> and may not re-register on <https://cloud.docu.solutions>. This applies to both registration as a master user as well as registration as a sub-user.



8. Guarantee and liability

8.1 The customer undertakes to take all necessary measures to ensure that the services of docu tools are not impaired.

8.2 If the customer has detected or should have detected a defect (or any faults), such defect as defined by § 377 UGB must be reported within a reasonable period, but never exceeding 14 days. Otherwise, they can no longer assert claims for warranty, for damages due to the defect itself, or due to an error regarding the item defectiveness.

8.3 The customer shall assist docu tools free of charge in remedying defects.

8.4 Furthermore, docu tools assumes no liability for errors, malfunctions or damage resulting from improper operation, modified operating system components, interfaces and parameters, the use of unsuitable organisational means and data media where these are required, abnormal operating conditions (especially deviations from the conditions of installation and storage) or transport damage.

8.5 docu tools does not assume any warranty and liability in the event of total or partial failure of the product or delay of the customer's projects due to non-performance or defective performance of docu tools' products; this is independent of the cause of the failure or defectiveness; the same applies to restrictions due to necessary maintenance work.

8.6 docu tools is only responsible for its own services.

If the customer – for whatever reason – calls in a third party (such a call in requires the prior written consent of docu tools in any case), the customer has no claims against docu tools and docu tools is indemnified and held harmless by the customer.

For products which are subsequently modified by the customer's own programmers or third parties or which are intervened with (changes to the software or the necessary system settings) or in the event of application errors by the customer, any warranty and liability by docu tools shall lapse.

8.7 The customer's end devices and Internet connection are not the subject of docu tools. docu tools is not liable for damages and defects that are not within the sphere of docu tools (in particular connection errors, disturbances of public communication networks, lack of system requirements, etc).

docu tools cannot exclude the possibility that data loss or other impairments may occur within the scope of the synchronisation processes, in particular due to impairments within the scope of the customer's Internet connections. docu tools is not liable in such cases, irrespective of any fault on the part of docu tools or one of its subcontractors.

8.8 The customer is fully responsible for all use and/or other activity on <https://cloud.docu.solutions> that is carried out using their access credentials. Accordingly, the access data must be stored securely by the customer.

8.9 As an order data processor, docu tools is not liable for the content of the customer's data stored by docu tools; the customer is fully and exclusively responsible for its content as the owner of their data.

8.10 docu tools is not liable for damages and consequential damages resulting from restrictions of use, in particular data loss, non-availability of data, omissions, interruptions, loss, deletion, defect, theft, destruction, unauthorised access, changes to content, delays or setbacks in connection with the Cloud.

8.11 As far and so long as obligations arising from force majeure, such as war, terrorism, natural disasters, fire, strikes, lockout, embargo, sovereign interference, interruption in electricity supply, interruption in transport, telecommunication or data line failures, changes in legislation that have an effect on the products after the contract is concluded or non-availability of products for any other reason, cannot be fulfilled properly or in a timely manner, this does not constitute a breach of contract.

8.12 docu tools is only liable in cases of intent and gross negligence, only in cases of personal injury or slight negligence.

8.13 docu tools is not liable for third-party damages or indirect damages such as loss of earnings or loss of profit. docu tools is also not liable for any missed savings, lost data, consequential damage, or damage resulting from third-party claims.



8.14 If liability cannot be excluded due to legal regulations, the liability for each damage-causing event is limited to EUR 5,000.00, to the entirety of the injured party to EUR 10,000.00 or at least to the amount of the liability insurance of docu tools. If the total damage is higher, claims for damages by the individual injured parties will be reduced proportionately.

8.15 A period of six months from knowledge of the defect or damage applies to the assertion of warranty or liability claims by the customer for whatever legal reason; all warranty or liability claims by the customer – irrespective of knowledge – must be asserted at the latest within two years from acceptance of the product, otherwise they can no longer be finally asserted.

9. Rights of use to software products and documents

9.1 If docu tools provides products to the customer or enables the customer to use products as part of the services, the customer has the non-exclusive, non-transferable, non-sublicensable, limited right to use software products in unmodified form, which can be unilaterally withdrawn at any time by docu tools.

9.2 Unless otherwise agreed, no further rights to the software products shall be transferred to the customer. In particular, the customer shall not acquire any rights whatsoever to the product, in particular no trademark, patent, or other intellectual property rights.

9.3 For third party software products provided to the customer by docu tools, the respective licence terms of the manufacturer of these software products shall take precedence.

9.4 All documents provided to the customer by docu tools, in particular documentation on software products, may neither be duplicated nor distributed in any way, whether for consideration or free of charge.

10. Copyright

10.1 All property rights, copyrights, and industrial property rights in the software (including but not limited to images, photographs, animations, video, audio, music, text, and "applets" contained in the software product), the printed accompanying materials, and any copies of the software are owned by docu tools or subcontractors of docu tools. The software is protected by copyright laws and international copyright treaties as well as other laws and treaties on intellectual property. Such software shall be licenced, not sold.

10.2 The customer may use the client software installed on end user devices only in accordance with the requirements of this service and only in connection with these services.

10.3 The customer may only use the redistribution software after expressly consenting to the manufacturer's additional terms.

10.4 The customer may only make a backup copy of the software with the express written consent of docu tools. Excluded from this are the copies which the customer may make within the scope of the use of the redistribution software.

10.5 The customer is not entitled to reverse engineer, decompile, or disassemble the software, unless (and only in this respect) the applicable law expressly permits it, notwithstanding this restriction.

10.6 The customer may not licence, sub-licence, loan, lease, or otherwise transfer the software to any third party. The customer is not entitled to transfer or distribute the software directly or indirectly to third parties.

11. Confidentiality

11.1 The customer assures docu tools that all business secrets that have come to their knowledge in connection with this contract and its execution as such will be kept confidential and not made accessible to third parties, unless they are generally known, were previously known to the recipient without any obligation to secrecy, have been communicated or handed over to the recipient by a third party without any obligation to secrecy, have demonstrably been independently developed by the recipient, or must be disclosed on the basis of a legally binding official or judicial decision.

11.2 The subcontractors consulted by docu tools are not considered third parties, as far as they are subject to a confidentiality obligation corresponding to this point.

11.3 Violations of the confidentiality obligation will result in the customer's liability towards docu tools for all damages incurred as a result.



12. Other provisions

12.1 Any disposal by the customer of the rights and obligations arising from the contract requires the prior written consent of docu tools. docu tools is, however, entitled to transfer contracts to a third party without the customer's consent, whereby these GTC shall then continue to apply to the contractual relationship, unless otherwise unilaterally stipulated by docu tools.

12.2 docu tools is entitled to use third parties in whole or in part to fulfil its obligations.

12.3 The assertion of a reduction of more than half according to § 934 ABGB is excluded vis-à-vis docu tools.

12.4 If any provision of these terms and conditions is not effective, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The ineffective provision shall be replaced by one that comes closest in sense and purpose.

12.5 The contractual relationship shall be governed exclusively by Austrian law excluding the reference standards and to the exclusion of the UN Sales Convention. Place of performance and payment for all services and liabilities is Vienna. The competent court for the City of Vienna is agreed as the place of jurisdiction. Every customer is obliged to sign a written agreement on the place of jurisdiction; should such an agreement not be signed, docu tools is free of performance until it is signed.

Information from the E-Commerce Act (ECG):

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