Terms and Conditions Intervalid GmbH

1. Object of agreement

1.1 These Terms and Conditions apply to the provision of SaaS Services by Intervalid GmbH (the "Contractor") for the customer (the "Principal"). SaaS Services shall mean the following:

Provision, hosting and, if applicable, operation of the agreed software on the Contractor's systems.

Provision of data center services to the extent necessary for the use of the agreed software as well as data backup and data storage.

1.2 Access to the Contractor's systems by the principal shall take place via remote data transmission or Internet with data encryption. The Contractor shall be entitled to use a third-party provider (SaaS Partner) selected by it for the provision of the SaaS Services pursuant to clause 1.1. The Contractor shall inform the principal of the intended use of a SaaS Partner.

2. Description of services

2.1 The hardware and software for the SaaS Services as well as the server-side data transmission bandwidth required for operation shall be provided by the Contractor. The maintenance of the software shall also be carried out by the Contractor.

2.2 The Principal shall receive the non-exclusive, non-transferable right, limited to the term of the Agreement, to access the software provided by the Contractor via remote data transmission or the Internet with data encryption in order to use it for its own business purposes, exclusively in the exercise of its business activities; this shall be limited to the maximum of the parameters agreed between the contracting parties in each case (e.g. number of employees, number of companies). The principal shall be obliged to inform the Contractor immediately in the event that a threshold value of the parameters (e.g. number of employees, number of companies, etc.) is exceeded.

2.3 The Principal is not entitled to use the Software beyond the use permitted under this Agreement, to have it used by third parties or to make it accessible to third parties.

2.4 The Contractor shall endeavor to keep the agreed SaaS Services available seven days a week from 00.00 to 24.00 hrs. However, 100% system availability cannot be guaranteed. The systems are generally available Monday through Friday from 9:00 a.m. to 6:00 p.m. in monitored operation, and at all other times and on public holidays in unmonitored operation. Interruptions of availability are necessary to perform maintenance, updates or backups. Scheduled interruptions of availability are generally carried out outside monitored operation. If interruptions become necessary during monitored operation, the Contractor shall inform the principal in due time, at the latest one working day before the interruption.

2.5 All data of the principal shall be backed up daily. The data backup shall take place Monday to Sunday between 5:00 p.m. and 9:00 a.m.. In addition to the daily backup, a monthly backup is made at the end of the month. Daily backups are kept for 14 days, monthly backups for 12 months. After this period, the backups can be deleted by the Contractor, unless the principal gives written instructions to restore the data.

In this case, the costs and expenses for the data restoration shall be borne by the principal.

2.6 For data security reasons, the Contractor shall protect access to the data by means of adequate firewalls. Furthermore, the Contractor shall provide adequate virus protection.

2.7 Any form of training, technical consulting, troubleshooting at the principal's site, system settings at the Principal's site such as configuration of the firewall, establishment of the remote data transmission connection and similar services shall expressly not be included in the scope of services of the SaaS Services.

2.8 During office hours, a hotline with first and second level support is available to the principal for problem reporting (weekdays Monday to Thursday, 8.30 a.m. to 5 p.m., Friday 8.30 a.m. to 3 p.m.). The hotline is the principal's direct contact for all inquiries within the scope of the SaaS Service.

3. Obligations of the Principal

3.1 The entry, management and processing of data shall be the sole responsibility of the principal. The Contractor shall not check this data for plausibility or accuracy. The principal assures that all content stored by him on the Contractor's systems is free of third party rights and can be freely used, copied or changed.

3.2 The Principal undertakes to comply with the provisions of the Data Protection Act and the General Data Protection Regulation as amended from time to time, in particular regarding the processing of personal data of the Principal by the Contractor or a SaaS Partner within the scope of the SaaS Services. The principal shall indemnify and hold harmless the Contractor and its SaaS Partners for all violations of data protection regulations that are not due to the Contractor's gross negligence.

3.3 The hardware and software as well as data transmission bandwidth required for access to the SaaS Services at the Principal's site shall be provided by the Principal and the Principal shall be solely responsible for this. In this context, the principal shall in particular ensure that they are updated (security updates, etc.), properly operated and adequately protected against viruses.

4. Remuneration

4.1 Unless otherwise agreed, all SaaS Services provided by the Contractor shall be invoiced annually in advance. The prices according to the offer shall apply. All prices are net in Euro plus statutory value added tax.

4.2 All prices are indexed and are linked to the CPI 2015 (VPI 2020). Price adjustments shall be made on the anniversary of the first billing date after activation. Extraordinary price adjustments beyond this shall be announced by the Contractor at least 3 months in advance. If the Principal does not accept such an extraordinary adjustment, he shall be entitled to terminate this Agreement. If he does not terminate by the time the price adjustment comes into effect, this shall be deemed as acceptance.

5. Duration and Termination of the Agreement

5.1 The SaaS Service may be terminated by either party subject to a two-month notice period to the end of any calendar quarter. For a period of one year from acceptance of the offer by the principal, both parties waive the right of termination to which they are entitled under this clause of the Agreement.

5.2 An extraordinary right of termination shall exist in the event of serious breaches of the Agreement if the contractual condition is not restored within a reasonable grace period and all damage resulting from the breach is compensated.

5.3 The Contractor shall have a right of extraordinary termination of this contractual relationship in the event of the opening of insolvency proceedings against the principal's assets or the rejection of an application for the opening of such proceedings for lack of sufficient assets.

5.4 Any termination shall be made in writing. The termination may also be sent by email.

5.5 The Principal's data stored on the servers of the Contractor or a SaaS Partner shall be downloaded by the Principal to its local system in due time before the day of the termination of the Agreement. Standard exports shall be provided by the Contractor for this purpose. The Contractor shall irrevocably delete the data as well as the access IDs after expiry of the relevant statutory retention obligations.

6. Warranty

6.1 When providing SaaS Services, the Contractor shall use professional efforts for the provision of services. However, the Contractor cannot guarantee an uninterrupted and error-free operation of hardware, software and data connections as well as the completely undisturbed provision of the SaaS Services.

6.2 In the event of malfunctions and complaints, the principal shall immediately inform the Contractor in writing about the detailed circumstances and possible causes of the malfunction and, if possible, support the Contractor in the search for the cause of the malfunction.

6.3 The Contractor shall take reasonable measures to prevent the loss of data of the principal, for example by protecting against unauthorized access (both physical and electronic). If data loss occurs due to improper operation of the SaaS Services by the Principal, the Principal shall bear the costs for the expenses on the part of the Contractor which are necessary for the recovery of the lost data.

6.4 If defects occur which are subject to a possible warranty obligation and which do not relate to the availability, the principal shall give the Contractor a reasonable period of time and opportunity to remedy the defect. If the remedy fails, the remuneration owed by the principal for the month in question shall be reduced to the extent of the impairment of the service provision. In the event of serious defects which directly and substantially impair the use of the software, the principal shall have the right to terminate the Agreement prematurely.

7. Liability

7.1 The Contractor shall in no case be liable for the success intended by the principal with the use of the SaaS Services. The Contractor shall only be liable for the loss of data if it has not fulfilled its obligation to back up data. Liability for system malfunctions caused by incompatibility of the components available on the principal's system or existing misconfigurations or outdated drivers is excluded in any case.

7.2 The services of the Contractor are merely aids for compliance with the obligations under the relevant data protection regulations by the principal, who shall remain solely responsible for compliance with these obligations. The Contractor shall not assume any liability in this respect.

7.3 The Contractor shall not be responsible for disruptions of the Contractor's connection to the Internet if the disruptions are due to failures of its access provider. The latter shall not be regarded as an auxiliary party of the Contractor.

7.4 In any case, the amount of damages shall be limited to the annual fee.

8. Liability for sample templates

8.1 The Contractor shall not be liable for sample templates provided by him or third parties. This shall apply in particular to their usability, correctness and legal conformity.

8.2 The Principal shall be obliged to observe the terms of use of sample templates of third parties. This applies in particular to sample templates of the company Advisera Expert Solutions Ltd. Their terms of use are (as of 01.12.2021) available at https://advisera.com/de/allgemeine-geschaefts-und-nutzungsbedingungen/#terms-of-use-for-documentation-templates.

9. Miscellaneous

9.1 If individual provisions of these Terms and Conditions are or become invalid or ineffective in whole or in part, this shall not affect the validity and effectiveness of the remaining provisions. The invalid or ineffective provision shall be replaced by a valid and effective provision that most closely approximates the contractual purpose set forth in these Terms and Conditions.

9.2 Subsidiary agreements and amendments to these Terms and Conditions must be in writing in order to be valid.

9.3 The exclusive place of jurisdiction for all disputes arising from or in connection with this Agreement shall be Vienna, Inner city.

The Agreement and all matters relating to or arising out of this Agreement shall be exclusively governed by Austrian law without the application of its conflicts of laws rules and excluding the UN Convention on Contracts for the International Sale of Goods.