

General Terms and Conditions (GTC)

dotparc IT GmbH

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These General Terms and Conditions ("GTC") apply to all services provided by dotparc IT GmbH ("dotparc") to businesses as defined by the Austrian Commercial Code ("UGB") ("Customer"). Deviating or supplementary agreements are only valid if expressly agreed upon in writing. Consumer transactions are excluded.

1. Definitions

1.1 Framework Agreement: A framework agreement between dotparc and the customer, which sets out basic conditions for multiple orders or offers.

1.2 Offer: An offer, an order confirmation or a service and price list that specifically defines the scope of services, the prices, start dates, the duration and, if applicable, attachments (e.g. SLA, service description).

1.3 Scope of services: A project-specific scope of services including milestones, acceptance(s), deliverables and, if applicable, a test and acceptance procedure (UAT).

1.4 SLA (Service Level Agreement): An appendix or agreement containing support rules, priorities, and target values for response and status update times. An SLA is only valid if it is expressly agreed upon in the offer, service description, or framework agreement, or attached as an appendix.

1.5 MSP (Managed Service Provider / Managed Services): A service model in which dotparc, as a Managed Service Provider, provides defined operational, support, and administrative services for the customer's IT environment, typically on a recurring and ongoing basis, within the agreed scope of services as defined in the offer and/or service description and, where applicable, the SLA. MSP services include, in particular, the handling of support requests and incidents, as well as agreed operational and administrative tasks; additional services and change requests are not included unless explicitly commissioned.

1.6 Service hours: Monday to Friday from 08:00 to 17:00 (Europe/Vienna), unless otherwise stipulated in the SLA or the offer.

1.7 Working day: Monday to Friday (excluding public holidays at dotparc's headquarters), unless expressly agreed otherwise.

1.8 Text form: Email, ticket in the ticketing system or a comparable electronic form with permanent reproduction.

1.9 Scope of services: The contractually owed services according to the offer, service description and/or SLA.

1.10 Performance Results: Results created within the scope of projects, in particular concepts, designs, configurations, documentation, scripts, source code, deployments, websites, implementations and reports, insofar as these are described in the service description or the offer.

1.11 Additional services: Services that are not included in the agreed scope of services.

1.12 Change Request: Any change or addition to the agreed requirements, in particular regarding scope of functions, design, interfaces, schedule, priorities or operating rules.

1.13 Goodwill payment: A voluntary payment without acknowledgment of any legal obligation and without establishing an entitlement for the future.

1.14 Targets: Non-binding target specifications (e.g. response times) that are subject to the cooperation of the customer and the availability of suitable resources.

1.15 Hardware/Goods: Physical goods, in particular notebooks, desktop PCs, monitors and accessories.

1.16 Manufacturer's warranty: A voluntary warranty provided by the manufacturer or supplier according to its terms and conditions.

1.17 RPO (Recovery Point Objective): The maximum tolerable period for which data may be lost in the event of a recovery.

1.18 RTO (Recovery Time Objective): The maximum tolerable time until a service or system is restored to an agreed minimum level of functionality.

1.19 RMA (Return Merchandise Authorization): Procedure for the return and processing of repair, exchange, or warranty claims for hardware/goods. RMA includes, in particular, product identification (e.g., serial number), defect description, inspection, authorization for return, shipping and processing instructions, and – depending on the case – repair, exchange, or return shipment. The actual processing can be carried out by dotparc and/or the manufacturer/distributor.

1.20 GDPR: Regulation (EU) 2016/679 (General Data Protection Regulation).

1.21 Data Processing Agreement (DPA): An agreement pursuant to Article 28 GDPR that governs the processing of personal data by dotparc as a data processor on behalf of the customer as the controller. A DPA includes, in particular, the subject matter and duration of the processing, the type and purpose of the processing, the categories of data subjects and data, technical and organizational measures (TOMs), provisions regarding sub-processors, as well as support services and audit rights.

1.22 UAT (User Acceptance Testing): An agreed-upon testing and acceptance procedure in which the customer examines the performance results defined in the service description or offer against specified test criteria within an agreed timeframe and either declares acceptance or reports specifically identified defects in writing. UAT is only valid if it is expressly stipulated as an acceptance procedure in the service description or offer.

1.23 Clock Stop: A contractually agreed interruption or pause of agreed time measurements and target values (in particular schedules, response or status update times) **as long as** the provision of services or processing is **significantly** blocked or delayed by circumstances beyond dotparc's control. This includes, in particular, the customer's lack of or delayed cooperation (e.g., outstanding access, information, approvals) as well as outstanding services or feedback from third-party providers. During a Clock Stop, the relevant deadlines/target values do not continue to run; once the blockage is removed, they resume or are rescheduled appropriately.

2. Scope, inclusion, ranking

2.1 These General Terms and Conditions become part of the contract if dotparc refers to their validity in the offer or framework agreement and the customer has the opportunity to take note of them in a reasonable manner before concluding the contract (e.g. via PDF or link).

2.2 Any differing terms and conditions of the customer shall only apply if dotparc expressly acknowledges them in writing; silence shall not be deemed as consent.

2.3 Order of precedence in case of discrepancies: In case of discrepancies between contractual documents, the following order of precedence applies:

- (1) Offer / description of services including attachments,
- (2) SLA (if agreed),
- (3) Framework agreement (if agreed),
- (4) these General Terms and Conditions,
- 5) other documents.

If the SLA and/or framework agreement are not agreed, the respective items are superseded without replacement.

2.4 If a framework agreement exists, these General Terms and Conditions shall apply in addition, unless the framework agreement contains deviating provisions.

3. Conclusion of contract

3.1 Offers are non-binding unless they are expressly designated as binding.

3.2 The contract is concluded by signing or accepting an offer (text form is sufficient). **A framework agreement may be concluded additionally.** In this case, individual services are commissioned by means of an offer or a service description, unless the framework agreement already contains the essential service and price parameters relevant to the respective service (in particular, scope of services, remuneration, commencement and duration).

3.3 Amendments and additional instructions can be agreed upon in text form, unless written form is mandatory.

4. Scope of services, service standard, third-party providers

4.1 The scope of services is defined in the offer and/or service description. Unless a specific work or result obligation has been expressly agreed upon, dotparc will provide the services at a cost-effective and economically reasonable rate.

4.2 Services provided by third-party providers (e.g., Microsoft, providers, manufacturers, domain registrars) are subject to their respective terms and conditions. dotparc is not liable for disruptions outside of dotparc's control; dotparc will coordinate appropriately within the scope of the agreed services.

4.3 For third-party services passed through (e.g. licenses, subscriptions, other third-party services), the respective provider terms and conditions apply.

4.4 For hardware/goods, dotparc is obligated to deliver the goods specified in the offer. Minor deviations, model changes, or successor products are permissible, provided they are equivalent and reasonable for the customer.

4.5 Use of subcontractors / freelancers: dotparc is entitled to use subcontractors and freelancers to fulfill its contractual obligations. dotparc remains responsible to the customer for the proper performance of the contract. Insofar as the use of subcontractors involves **data processing** within the meaning of the GDPR, their involvement – where necessary – will be governed by a separate **data processing agreement** (including provisions on sub-processors). The customer acquires **no direct claims** against the subcontractors or freelancers used by dotparc.

5. Customer's duty to cooperate

5.1 The customer shall provide all access, information, contact persons, and approvals necessary for the performance of the services in a timely manner. For web and development projects, the customer shall deliver the required content and assets (e.g., texts, images, corporate identity/branding) in a timely and legally compliant manner.

5.2 Delays due to a lack of or insufficient cooperation will result in corresponding schedule changes. Target values are only valid if the customer cooperates in a timely manner. If progress is blocked by the customer or third parties (e.g., pending approvals, response times from third-party providers), agreed schedules and target values will be suspended for the duration of the blockage ("clock stop").

5.3. Unless otherwise agreed, any contributions and cooperation provided by the customer shall be free of charge.

6. Additional services, change requests, goodwill

6.1 Additional services and change requests can be suggested by either party. dotparc will only provide these after separate written approval from the customer and will invoice them according to the actual time and materials expended or the terms agreed upon in the offer or service description. Where necessary, dotparc will provide the customer with an estimate of the scope, time required, and anticipated costs in advance.

6.2 Approval threshold: Additional services or change requests with anticipated costs exceeding EUR 1,500 (net) require the customer's explicit written approval before implementation.

6.3 Goodwill gestures are provided voluntarily and without entitlement; this does not create any entitlement to future free services.

7. Projects, performance results, acceptance, UAT

7.1 Performance results are considered delivered as soon as dotparc makes them available (e.g. via link, handover, repository or ticket) and, if applicable, provides the agreed documentation.

7.2 Acceptance Deemed (Standard for Web/Design/Setup/Implementation): Deliverables are deemed accepted if the customer does not notify the client of specific defects in writing within 10 business days of delivery. In the case of a justified complaint, dotparc will rectify the defects within a reasonable timeframe.

7.3 Complex Software / UAT (if agreed): For complex software projects, an acceptance procedure with User Acceptance Testing (UAT), test criteria and acceptance protocol can be agreed upon instead of section 7.2; the details are set out in the service description or the offer.

7.4 Distinction between a Defect (Bug) and a Change Request:

a) A defect/bug exists if there is a reproducible deviation from requirements expressly agreed upon

in writing (offer/service description) or if an error significantly impairs the agreed functionality.
b) A change request exists for any enhancement, optimization, design change, additional function, adaptation to new conditions (e.g., changes to third-party APIs), browser/device extensions, or other changes that were not expressly agreed upon. Change requests are treated as additional services in accordance with section 6.

7.5 The obligations to inspect and give notice of defects pursuant to Section 377 of the Austrian Commercial Code (UGB) apply to hardware/goods as per clause 11.4; for projects, acceptance is primarily governed by clauses 7.2 and 7.3.

8. Managed Services (MSP) – Support and Incident Handling

8.1 Support framework and service hours: dotparc provides support services within the scope of the agreed services. Unless otherwise stipulated in the offer, the service hours defined in section 1.6 shall apply.

8.2 Prioritization and control: dotparc prioritizes requests and incidents according to impact and urgency and is entitled to adjust priorities during processing (reclassification).

8.3 Best Effort and Third-Party Dependencies: dotparc provides support and operational services at a commercially reasonable cost. Resolution times are not guaranteed and may depend, in particular, on third-party providers, system conditions, customer cooperation, and the availability of suitable resources. dotparc will inform the customer of the progress at reasonable intervals.

8.4 Support outside of service hours: Support outside of service hours is provided at a cost-effective rate and subject to the availability of suitable resources; 24/7 availability is not guaranteed unless expressly agreed.

8.5 SLA and optional on-call duty: Response and status update times, priority definitions, and any extended on-call duty periods only apply if they are expressly agreed upon in the offer and/or in an SLA. Service credits /penalties are not owed unless expressly agreed upon.

9. Web design / software development – rights, source code, third-party components

9.1 Pre-existing rights (Background IP): dotparc retains all rights to pre-existing templates, libraries, tools, frameworks, know-how and generic components.

9.2 Rights of use (non-exclusive): After full payment, the customer receives a simple, non-exclusive, perpetual and geographically unlimited right of use to the agreed performance results for their own business purposes, unless otherwise agreed in the offer.

9.3 Transfer of rights only after payment: Usage rights are only transferred upon full payment of the relevant invoice or milestone payment.

9.4 Source code/repository: The release of source code, repository access or build / deployment pipelines is only owed if this is expressly agreed in the offer or the service description.

9.5 Third-party components/Open Source: The respective license terms apply; this may result in different rights and obligations.

9.6 Customer Content & Indemnification: The customer warrants that they possess the necessary rights to the content provided and indemnifies dotparc against any third-party claims. dotparc will inform the customer immediately of any such claims.

9.7 Software Deliveries; Updates/Maintenance: Insofar as dotparc provides software, scripts, automations, configurations, or other digital work results, dotparc is **not obligated to provide ongoing updates, upgrades, security updates, or adjustments to changed environments, interfaces, or legal requirements**, unless this is expressly agreed upon as a maintenance/support service in the offer or service description. Any update or maintenance services must be commissioned and paid for separately.

9.8 Accessibility (BaFG / BGStG) : Unless expressly agreed upon in the offer or service description, dotparc is not obligated to create or test accessibility (in particular within the meaning of the Accessibility Act – BaFG – or relevant accessibility regulations). Accessibility can be commissioned as a **separate additional service**, provided it is technically and economically feasible; the scope, criteria (e.g., WCAG level), and remuneration must be agreed upon separately.

10. Hosting, domains, availability, backups, RPO/RTO

10.1 Hosting and domain services are subject to the offer and terms of the respective providers.

10.2 No availability guarantee exists unless expressly agreed upon in the SLA or offer. Maintenance may cause interruptions; dotparc will announce maintenance work in advance whenever possible.

10.3 Backups only upon request: Data backup is the customer's responsibility unless explicitly agreed upon. Agreed-upon backups do not replace the customer's own independent backup strategy.

10.4 Recovery Point Objectives (RPO/RTO): RPO/RTOs apply only if they are expressly agreed upon in the offer and/or the SLA. RPO/RTOs are planning and target values, not a guarantee, as recovery can depend, in particular, on the extent of the damage, data consistency, third-party providers, access rights, and the customer's cooperation. Without an express agreement, dotparc is not obligated to achieve any specific RPO/RTO.

11. Hardware and merchandise sales

11.1 Delivery will be made in accordance with the offer; installation or configuration services are only owed if these are expressly agreed upon.

11.2 Delivery dates are target dates unless expressly agreed upon as fixed dates. Delivery is subject to timely delivery to us by our suppliers. Partial deliveries are permitted, provided they are reasonable for the customer. Equivalent replacement products are permitted in the event of product unavailability.

11.3 Transfer of Risk (B2B): The risk passes to the customer upon handover to the carrier. In the event of delayed acceptance, the customer shall bear any additional costs incurred.

11.4 § 377 UGB (clear for hardware/goods): The customer must inspect the goods immediately and report any defects immediately in text form; if he fails to do so, the goods are deemed approved, insofar as § 377 UGB is applicable.

11.5 Retention of title: Title to the goods remains with the seller until all claims have been paid in full.

11.6 Price Adjustment: Hardware prices are based on distributor or manufacturer terms. Price changes up to the point of delivery may be passed on; dotparc will inform the customer before delivery. Additional costs (e.g. shipping) may be billed separately.

11.7 The warranty is governed by the statutory regulations for B2B transactions. dotparc is entitled, at its own discretion, to first attempt repair or replacement. No warranty is provided for wear and tear, improper use, or unauthorized modifications. Section 914 of the Austrian Civil Code (ABGB) is hereby expressly excluded.

11.8 A manufacturer's warranty exists exclusively according to the manufacturer's terms and conditions; dotparc assumes no additional warranty unless expressly agreed.

11.9 Returns and cancellations are generally excluded in B2B transactions (except as a gesture of goodwill). Cancellation is only possible with dotparc's consent; restocking or cancellation fees may be charged. RMAs are processed according to section 1.19 and the dotparc or manufacturer's procedures.

11.10 The customer is responsible for data backup and data deletion before repair or return; dotparc's liability for data loss is excluded to the extent permitted by law.

12. Prices, partial payments, invoicing, payment, suspension of services

12.1 Prices are net prices plus VAT (currently 20%, where applicable).

12.2 The payment term is 14 days from the invoice date, unless otherwise agreed.

12.3 Partial payments/milestones (standard for projects): Unless otherwise agreed, dotparc may invoice projects according to milestones (e.g. 40/40/20) or monthly based on effort; details are provided in the offer or the service description.

12.4 Payment default: The statutory default interest rates for business transactions and reasonable collection costs shall apply.

12.5 Suspension of Services (Process): In the event of late payment, dotparc is entitled, after (i) issuing a reminder, (ii) setting a reasonable grace period, and (iii) giving prior notice, to appropriately reduce or suspend services, provided this is objectively justified. Emergency, safety-critical measures may be excluded or agreed upon separately after a risk assessment.

12.6 Offsetting is only permitted with undisputed or legally established claims; the customer is only entitled to rights of retention arising from the same contractual relationship.

12.7 On-site services, travel time and expenses: If services are provided on-site at the customer's location at the customer's request or for objective reasons, **travel time is considered working time** and will be billed at the agreed hourly rates, unless otherwise stipulated in the offer or service description. In addition, reasonable travel and incidental expenses (e.g., mileage, train/flight, accommodation, parking fees, daily allowances) may be billed upon presentation of receipts or according to agreed flat rates.

13. Confidentiality

13.1 Both parties shall treat confidential information as secret and use it exclusively for the purpose of fulfilling the contract.

13.2 Excluded are information that (i) is publicly known, (ii) was lawfully obtained from third parties, or (iii) must be disclosed due to a legal obligation.

13.3 Confidentiality shall apply during the term of the contract and for three years thereafter, unless mandatory law requires longer periods.

14. Data protection, data processing agreement

14.1 The parties shall comply with the applicable data protection regulations, in particular the GDPR.

14.2 Data Processing Agreement (DPA) Trigger: Insofar as dotparc processes personal data on behalf of the customer in the course of providing services (data processing on behalf of the customer), the parties will conclude a DPA based on a dotparc template before commencing this processing. These Terms and Conditions do not replace any legally required DPA.

14.3 The customer remains responsible for legal bases and information obligations, unless expressly agreed otherwise.

15. Liability, Security Cooperation

15.1 dotparc is liable for intent and gross negligence in accordance with statutory provisions. In cases of slight negligence, dotparc is only liable for breaches of essential contractual obligations and only for typical, foreseeable damages.

15.2 To the extent permitted by law, liability for indirect damages, lost profits and consequential damages is excluded.

15.3 Liability Cap

a) **Managed Services (MSP):** dotparc's total liability is limited – to the extent permitted by law – to the

fees actually paid by the customer for the affected Managed Services in the 12 months preceding the event giving rise to the claim. b) **Projects (Service Description/Project Performance):** dotparc's total liability is limited – to the extent permitted by law – to the net project value of the respective offer or service description from which the claim arises.

15.4 Manufacturer's warranty: dotparc is not liable for claims arising from manufacturer's warranty; these must be asserted against the manufacturer, insofar as applicable.

15.5 Security (No Guarantee & Cooperation): dotparc cannot guarantee absolute protection against all attacks. The customer is obligated to cooperate with agreed-upon security measures (e.g., MFA, patch/update compliance, access policies, timely approvals). Failure to comply may affect liability, target values, and scheduling and performance planning (clock stop or contributory negligence).

15.6 Statute of limitations: Claims for damages by the customer against dotparc shall become statute-barred **within one year from knowledge** of the damage and the liable party, **but at the latest within two years** from the provision of the respective service, delivery or work.

16. Warranty / Defects

16.1 Services are generally provided at a cost-effective rate; warranty is provided to the extent permitted by law.

16.2 In the case of contractual work results, dotparc is initially entitled to rectification. **The application of Section 924 of the Austrian Civil Code (ABGB) is mutually excluded.**

16.3 In particular, a defect does not exist if the cause lies in changes made by the customer or third parties, improper use, missing updates or third-party components.

16.4. Warranty period: The warranty period for services, deliveries and work performed by dotparc is 6 months from the date of handover.

17. Force Majeure

17.1 Definition: Force majeure refers to events beyond the reasonable control of the affected party that were unforeseeable or unavoidable even with the exercise of due diligence and that wholly or partially prevent or unreasonably impede the fulfillment of contractual obligations. This includes, in particular, natural disasters, fire, floods, war, terrorism, riots, strikes/labor disputes (including those of third parties), epidemics/pandemics, official orders, energy or supply shortages, widespread disruptions of telecommunications networks/the internet, failures of data centers or third-party cloud infrastructures (e.g., Microsoft), cyberattacks with mass impact (e.g., DDoS), and similar events.

17.2 Legal consequences: The affected party is released from its performance obligations for the duration and to the extent of the effects; deadlines are extended accordingly. Claims for payment for services already rendered remain unaffected.

17.3 Duty to inform and mitigate damages: The affected party shall immediately inform the other party in writing of the occurrence, expected duration and effects of the force majeure event and shall take reasonable measures to limit its effects.

17.4 Permanent Impairment: If force majeure lasts longer than 30 calendar days or if it is foreseeable that a significant service cannot be provided permanently, both parties are entitled to terminate the affected part of the service in writing without notice; further claims are excluded to the extent permitted by law.

18. Term, Termination

18.1 Contract durations and notice periods are set out in the offer and/or framework agreement. If no such provision exists, a continuing obligation can be terminated with three months' notice to the end of the month.

18.2 Extraordinary termination for good cause: Each party is entitled to terminate contractual relationships with immediate effect for good cause. A significant reason for termination exists in particular if:

a) the other party culpably breaches essential contractual obligations and fails to remedy the breach within the given period despite written warning and the setting of a reasonable grace period; b) the customer is in default of payments due for more than 14 calendar days despite a reminder and a grace period, or repeatedly defaults on payments; c) insolvency proceedings are opened against a

party's assets or are dismissed for lack of assets, or a party suspends payments; d) the performance of the services becomes permanently impossible or unreasonable for legal reasons (e.g., official prohibition, sanctions); e) the customer fails to provide necessary cooperation (e.g., access/authorizations) for a period of 30 calendar days despite a reasonable request, thereby significantly blocking the performance of the services; f) the customer fails to implement minimum security measures contractually agreed upon or necessary for the protection of the systems (e.g., MFA, blocking of compromised accounts) despite a request and a reasonable deadline, thereby causing a significant disruption. A risk arises. Where reasonable, a warning with a deadline is required before issuing an extraordinary termination; in cases of particularly serious breaches of duty, the warning may be omitted.

19. Contract termination / handover

19.1 After termination of the contract, dotparc will support an orderly handover to a reasonable extent. Unless included in the offer, this will be done on a time and materials basis at the agreed hourly rates.

19.2 dotparc may reduce or remove access and administrator rights after the end of the contract, once there are no more outstanding services to be provided and the handover has been agreed upon.

20. Final Provisions

20.1 Place of performance: Registered office of dotparc.

20.2 Applicable Law: Austrian law applies, excluding international conflict of laws rules and the UN Convention on Contracts for the International Sale of Goods.

20.3 Place of jurisdiction: Klagenfurt am Wörthersee, Austria, to the extent permitted.

20.4 Should individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected.

20.5 Updated terms and conditions apply to new contracts; for existing contractual relationships only if expressly agreed or if the offer provides for this.

20.6 Language version / authoritative version: These Terms and Conditions are written in German. If a translation (e.g., an English version) is provided to the customer, it is for informational purposes only. **In the event of discrepancies, contradictions, or differences in interpretation, only the German version is authoritative and legally binding**, unless mandatory legal provisions stipulate otherwise.

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