The German version of the general terms and conditions is binding; the English version is provided for your information only.

## **General Terms and Conditions**

## of Compass-Verlag GmbH for ZEDHIA

These General Terms and Conditions (hereafter: T&Cs) apply to all present and future services provided by Compass-Verlag GmbH, FN 124277k, Commercial Court of Vienna (also referred to hereafter as "Compass") to the contracting partner (hereafter: the "subscriber"). Any terms and conditions of the subscriber that deviate from the T&Cs of Compass-Verlag GmbH shall be invalid.

## **1. SCOPE OF PERFORMANCE**

1.1. Compass shall award the subscriber a non-exclusive right, which is limited to the term of the contract and cannot be transferred to third parties, to use the database contents based on the relevant applicable payment terms and prices for remote data transmission.

1.2. These Terms and Conditions govern the fee-based usage of the Compass databases. The type and scope of the services to be provided shall be based on the provisions of the contract entered into in the individual case. Individual contractual commitments related to availability relate to one year unless otherwise agreed. The subscriber acknowledges and agrees that any changes or additions to the applications, related in particular to the contents and the database software, may be adjusted and/or renewed at any time by Compass or by a company within the same group of companies as Compass. Compass will notify the subscriber in writing 14 days prior to the change if changes of this type cover larger areas, providing details on the content of the change.

1.3. The subscriber shall be entitled to do research in the databases and to use the results for its own purposes; any usage beyond this shall require a written agreement.

1.4. The subscriber must have an adequate Internet connection and acknowledges that the speed of the query of the database contents is primarily dependent on the Internet connection used by the subscriber. The subscriber's employees must be familiar with using web-based electronic data processing applications and have the required level of knowledge in this regard. The subscriber must have obtained an adequate image of the functioning of the services provided by Compass prior to entering into the contract and confirms that it knows the scope of performance in detail. The subscriber has decided on the services provided by Compass based on this knowledge for the use in its business as defined by it. The subscriber must obtain advice on any queries prior to entering into the contract from employees of Compass or from expert third parties, otherwise it will be assumed that the subscriber has all of the information required to use the services offered by Compass in their proper form. Specifications of the subscriber must be provided in written form. No training will be provided by Compass. However, a special written agreement shall be required in the event that training is requested in relation to the functionalities of the queries on the database contents.

1.5. The subscriber acknowledges that the services that form the subject matter of the present contract may also be provided by an affiliated company in the same group of companies as Compass and provides its consent to this.

#### 2. OBLIGATIONS OF THE SUBSCRIBER

2.1. The subscriber shall be under an obligation to pay the fees agreed in the individual contract or the fees according to the latest version of the price list; it is agreed that stable values will be retained in relation to prices. The consumer price index 2005 published monthly by Statistics Austria or the index that officially takes the place of this shall be used to calculate the stable values. The index figure announced for the month in which the contract is signed shall be used as the reference value for adjustments. Upward or downward fluctuations in the index figure of up to 5% shall not be taken into account. This fluctuation range must be recalculated whenever the figure is exceeded upwards or downwards, with the first index figure outside of the relevant margin in all cases forming the basis both for setting the new prices as well as for calculating the new margin. All changes must be calculated to a commercially rounded decimal place. Compass will review the applicability of the stable value clause at regular intervals and at least once per calendar year and shall be entitled to charge any increased amounts resulting from this to the customer. Amounts may not be offset against outstanding claims against Compass.

2.2. Invoice amounts shall be due for payment immediately upon invoice receipt. In the event that consolidated flat rates are agreed, then amounts will be billed at the start of the consolidated flat rate period. Any acquisition of a right by the subscriber is subject to the condition precedent of fulfilment by the latter of its contractual obligations. Payments shall be applied against the oldest outstanding claim in each case. The subscriber shall not be entitled to withhold payments on account of any impaired performance on the part of Compass. In the event of default of payment, the statutory interest on default along with any required reminder and collection expenses shall be charged in accordance with section 1333 of the Austrian Civil Code (ABGB), with this statutory provision also extending beyond its scope of application to legal relations with consumers pursuant to the Consumer Protection Act (KSchG).

2.5. The subscriber must notify Compass without delay in writing of any circumstances that have a negative impact on the requirements for operating the query application. In the event that Compass becomes aware of any circumstances that could restrict fulfilment of the performance by Compass, then Compass will notify the subscriber of this fact and of the consequences resulting from this without delay.

2.6. The subscriber must provide written notification to Compass of changes in name or other designations and of any change to its address, legal form or registered company number. The subscriber must also provide notification without delay of any changes to its master data (in particular of any such data in accordance with 5.1.). In the event that the subscriber does not provide notification of any such changes and does not receive any legally significant statements from Compass as a result, in particular invoices, reminders or cancellations that are sent to the address or e-mail address last communicated by it, then these statements from Compass shall still be considered to have been received.

2.7. The subscriber shall be under an obligation to maintain confidentiality for an unlimited period in relation to all data and information received during fulfilment of the contract by Compass. Any introduction of the data and information received during fulfilment of the contract by Compass into the subscriber's own databases shall also require the prior written consent of Compass.

2.8. The subscriber must at its own initiative adhere to all of the legal standards applicable to usage of the data transmitted, such as the Telecommunications Act or the Data Protection Act. Compass is not subject to any obligation to notify or inform in this regard.

# 3. TERM OF THE CONTRACT/TERMINATION/RIGHT OF WITHDRAWAL

3.1. The contract is concluded for a fixed term. Contracts that are concluded for a period of one year are automatically extended by a further year at the end of the contract period. The contract can be terminated by Compass and the participant with a notice period of 15 days with effect from the last day of each month.

3.2. After purchasing a higher-value subscription, the subscriber shall receive a credit for the new package for the remaining monetary value of its contract still in place at this time.

3.2. Compass shall be entitled to cancel the contractual relationship with immediate effect and without observing a notice period if there is just cause. Just cause in particular includes (a) a breach by the subscriber of its contractual obligations; (b) the opening of insolvency proceedings in relation to the subscriber's assets or a failure to launch insolvency proceedings for lack of assets to cover the costs; (c) default of payment by the subscriber despite the setting of a grace period of 14 days in order to settle the outstanding payment obligations.

3.3. Compass shall also be entitled to block the subscriber's access temporarily in the cases stated above. The subscriber's contractual obligations remain unaffected by this. The block will be lifted if the grounds for the block no longer apply and the subscriber has provided compensation for the costs of the block and the lifting of this.

3.4. As a consumer, the subscriber has no right of withdrawal in accordance with section 18 (1) 11 Remote and External Business Act, as the delivery of digital content that is not stored on a physical data medium begins with delivery prior to expiry of the withdrawal period in accordance with section 11. The consumer acknowledges and agrees with this.

#### 4. WARRANTY AND LIABILITY

4.1. Compass accepts no liability for the fact that its services are accessible without interruption and is not liable for any harm suffered by the subscriber as a result of any disruptions to the query operation. There is only a warranty in place to the extent that there is an express written guarantee from Compass in relation to the particular feature of the subject matter of the performance. Advertising material of any kind whatsoever issued by Compass that contains technical data or quality descriptions does not represent a pledge of promised features. No guarantee of any type whatsoever is

provided as regards to the permanent availability or accessibility of the database contents as a result of the circumstances of the Internet. Compass will notify the subscriber in good time of any interruptions or essential restrictions provided that these are required for maintenance purposes, for completing internal work or for preventing faults. Interruptions of this kind that are announced will not result in any right to a reduction in the subscriber's fee.

4.2. The following limitations of liability are agreed where permitted by statute: Any liability on the part of Compass is completely excluded for loss or damage caused through slight negligence on the part of an executive body, employees or vicarious agents. Any liability on the part of Compass for loss or damage caused through gross negligence on the part of an executive body, employees or vicarious agents is limited to the simple order value for the individual damage event. The total sum of claims for compensation that arise from an individual service provided within a connected time period that can be delimited and to this extent is a consistent service, is considered to be an individual damage event.

4.3. Compass is not liable for the completeness or accuracy of the informational content and/or for lost profit or for financial and consequential loss arising from the use of query results. Compass shall be liable for the fact that the informational content is not changed at the instigation of Compass in such a way that the change has an impact on the value and significance of the information within the scope of the limitations of liability in subsection 1 and the limitations of liability in point 4.2.

4.4. Any claim for compensation by the subscriber shall expire 18 months after the subscriber has become aware of the damage and of the party at fault and in any case 10 years after the damage has occurred.

4.5. The subscriber will notify Compass without delay if claims are asserted against the subscriber on account of the infringement of third-party intellectual property rights based on the use of products that form the subject matter of the present contract or if there is a threat that such claims will be asserted. The subscriber will provide Compass with the option of defending itself against the claim or of procuring the rights in full on pain of forfeiture of the remedy if this is not observed.

## 5. DATA PROTECTION AND DATA SECURITY

5.1. Compass will save and process the personal data of the subscriber (in particular name, company name, postal and email address) along with the data required for accounting and user administration purposes (in particular query quantity, querying office, etc.). Processing is for the purpose of providing the contractual services, invoicing and accounting. The processing is according to Article 6 (1) (b) EU General Data Protection Regulation (GDPR) necessary for the fulfilment of a contract, of which the participant, as a contracting party, is part of. The subscriber expressly consents to the automated processing of this data.

5.2. Compass will take all technically possible and reasonable precautions to protect the stored data. Compass complies with the provisions of the Austrian Data Protection Act and the European Data Protection Regulation. In addition, the processing of publicly available official information is governed, inter alia, by Directive 2003/98 / EC on the re-use of public sector information and the Austrian Act on the Further Use of Information.

5.3. Compass uses Google Analytics, a web analysis service from Google Inc. ("Google"). Google Analytics uses cookies, i.e. text files that are stored on your computer and that enable analysis of your use of the website.

The information produced through cookies on your use of this website (including your IP address) is transmitted to a Google server and stored there. Google will use this information for the purposes of evaluating your use of the website, to collate reports on your web activities for the website operator, and to provide additional services connected with the use of the website and of the Internet.

Google may also transmit this information to third parties if this is prescribed by law or if third parties are processing this data on Google's behalf. Goggle will not under any circumstances allow your IP address to be associated with other data. You may prevent cookies from being saved by using a corresponding setting on your browser; however, we must point out that you may not be able to use all of the functions on this website to their full extent in this case.

By using this website you consent to the processing of the data captured about you by Google in the manner described above and for the aforementioned purpose.

#### 6. RIGHTS TO THE DATA CONTENT

Compass retains all rights to the content, scans and images and the database. The subscriber's right of usage is based on the relevant contracts in place with Compass. Compass also owns the property rights to the compiled work. Any use that goes beyond the agreed right of usage is impermissible and may give rise to claims for compensation.

## 7. FAIR USE

The subscriber will access and use the content from ZEDHIA individually, by the page and proportionately. Only individual extracts may be forwarded. Systematic download of larger connected amounts of data for forwarding purposes is not permitted.

#### 8. FINAL PROVISIONS

8.1. Any amendments or additions to the individual contract must be in written form, as must any revocation of the requirement for written form.

8.2. Any changes or additions to the T&Cs will either be communicated to the subscriber in writing, via e-mail or online with the next login. They will become part of the contract unless the subscriber objects to them in writing within no more than 14 days.

8.3. Austrian law shall be applicable to all contractual relations entered into with the subscriber – with the exception of the United Nations Convention on the Sale of Goods and Austrian international private law. The place of fulfilment and jurisdiction is Vienna.

8.4. In the event that any provision is or becomes void and/or incomplete or infringes the statutory regulations, then this provision that has become void shall be replaced by a legally valid provision that comes closest to it in its economic effects. Any void or incomplete provision shall not affect the validity of the remaining provisions.