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General Terms and Conditions

morpheus GmbH

Version 2026.1

Based on the Austrian Federal Economic Chamber (WKÖ) General Terms and Conditions for the Sale and Delivery of Organizational Services, Programming Services, and Rights of Use for Software Products (B2B), Edition 2018.

General Terms and Conditions – morpheus GmbH

1. Scope and Validity of the Contract

1.1. All orders and agreements shall become legally binding only if they are confirmed in writing and duly signed by the Contractor. They shall be binding only to the extent specified in the order confirmation.

The Customer's purchasing conditions are expressly excluded for the present legal transaction and the entire business relationship.

Unless otherwise stated, quotations are non-binding.

2. Services and Acceptance Testing

2.1. The subject matter of an order may include:

- Consulting services
- Customization services
- Technical workshops and analyses; preparation of concepts
- Development of customized software
- Delivery of library (standard) software
- Acquisition of software usage rights
- Granting of exploitation rights
- Assistance with commissioning (migration support)
- Telephone support
- Software maintenance
- Creation of software media
- Training services
- Other services

2.2. Customized organizational concepts and software shall be developed based on the binding information, documentation, and resources provided completely by the Customer.

This also includes practical test data and adequate testing facilities, which the Customer shall provide in due time during normal business hours and at its own expense.

If the Customer already operates the test environment using live production data, the Customer shall be solely responsible for safeguarding such production data.

2.3. The basis for developing customized software shall be a written specification prepared by the Contractor, subject to payment, on the basis of the documents and information provided by the Customer, or alternatively provided by the Customer itself.

The Customer shall review the specification for correctness and completeness and confirm its approval in writing.

Any subsequent requests for changes may require separate agreements regarding deadlines and pricing.

2.4. Customized software or software modifications shall be formally accepted by the Customer within no later than four weeks after delivery for the respective software package.

Acceptance shall be documented in a written acceptance protocol confirming that the software complies with the agreed specification using the test data described in Section 2.2.

If the Customer allows the four-week period to expire without acceptance, the software shall automatically be deemed accepted upon expiry of that period.

Use of the software in live production shall in any event constitute acceptance.

Any defects, meaning deviations from the agreed written specification, shall be sufficiently documented and reported to the Contractor, who shall endeavor to remedy them as quickly as possible.

Where material defects exist that prevent commencement or continuation of productive operation, a renewed acceptance procedure shall take place after correction.

The Customer shall not be entitled to refuse acceptance due to minor defects.

2.5. When ordering library (standard) software, the Customer confirms that it is familiar with the scope of functions of the ordered software.

2.6. Should it become apparent during performance that execution of the order according to the agreed specification is factually or legally impossible, the Contractor shall immediately inform the Customer.

If the Customer does not amend the specification or otherwise establish the conditions necessary for performance, the Contractor may refuse performance.

If impossibility results from the Customer's omission or from subsequent changes requested by the Customer, the Contractor shall be entitled to withdraw from the contract.

The Customer shall reimburse all costs, expenses, and any dismantling costs incurred up to that point.

2.7. Software media, documentation, and specifications shall be shipped at the Customer's expense and risk.

Training and explanations requested beyond the agreed scope shall be invoiced separately.

Insurance shall only be arranged upon the Customer's request.

2.8. The Contractor expressly points out that compliance with accessibility requirements for websites within the meaning of the Austrian Federal Disability Equality Act (Bundes-Behindertengleichstellungsgesetz - BGStG) is not included in the quotation unless expressly requested by the Customer.

If accessibility has not been agreed, the Customer shall be responsible for verifying that the delivered services comply with the requirements of the Federal Disability Equality Act.

Likewise, the Customer shall ensure that all content provided by it complies with applicable legal requirements, particularly competition law, trademark law, copyright law, and administrative law.

In cases of slight negligence, or where any duty to warn has been fulfilled, the Contractor shall not be liable for the legal compliance of content supplied by the Customer.

3. Prices, Taxes, and Fees

3.1. All prices are stated in euros and are exclusive of VAT. They apply solely to the present order. Unless otherwise agreed, prices are ex works from the Contractor's registered office or place of business.

3.2. For library (standard) software, the list prices valid on the delivery date shall apply.

For all other services—including organizational consulting, programming, training, migration support, telephone support, and similar services—the actual time spent shall be charged at the rates applicable on the date the services are performed.

Any deviation from the estimated effort underlying the contract price that is not attributable to the Contractor shall be charged according to the actual effort incurred.

3.3. Travel expenses, daily allowances, and accommodation costs shall be invoiced separately according to the rates applicable at the time.

Unless otherwise agreed, travel time shall be regarded as working time.

4. Delivery Date

4.1. The Contractor shall use its best efforts to meet the agreed completion (delivery) dates as accurately as possible.

4.2. The targeted completion dates can only be met if the Customer provides all necessary work, documentation, and information in full by the deadlines specified by the Contractor, including, in particular, the specification approved by the Customer in accordance with Section 2.3, and fulfills its obligations to cooperate to the required extent.

Delivery delays and cost increases resulting from incorrect, incomplete, or subsequently amended information, data, or documentation provided by the Customer shall not be the

responsibility of the Contractor and shall not constitute default on the part of the Contractor. Any additional costs arising therefrom shall be borne by the Customer.

4.3. For orders comprising several units or software programs, the Contractor shall be entitled to make partial deliveries and issue partial invoices.

5. Payment

5.1. Invoices issued by the Contractor, including value-added tax (VAT), shall be payable within 21 days of receipt of the invoice, without deduction and free of charges.

The payment terms agreed for the overall contract shall apply accordingly to partial invoices.

5.2. For orders comprising several units (e.g., software programs and/or training courses, or implementation in stages), the Contractor shall be entitled to issue an invoice upon delivery of each individual unit or service.

5.3. Compliance with the agreed payment dates is an essential condition for the Contractor's performance of the delivery and fulfillment of the contract.

Failure to comply with the agreed payment terms entitles the Contractor to suspend ongoing work and withdraw from the contract.

The Customer shall bear all costs arising therefrom, including any loss of profit.

In the event of late payment, default interest shall be charged at the customary bank rate.

If the Customer defaults on two instalments under an agreed instalment payment plan, the Contractor shall be entitled to declare the entire outstanding amount immediately due and payable and to call due any accepted bills of exchange or other negotiable instruments.

5.4. The Customer shall not be entitled to withhold payments due to incomplete overall delivery, warranty or guarantee claims, or alleged defects.

6. Copyright and Right of Use

6.1. Upon payment of the agreed remuneration, the Contractor grants the Customer a non-exclusive, non-transferable, non-sublicensable, and perpetual right to use the software on the hardware specified in the contract and within the scope of the number of licenses acquired, including simultaneous use at multiple workstations where covered by the purchased licenses.

The Customer is furthermore entitled to use all work results created by the Contractor under the contract solely for its own internal business purposes.

All other rights shall remain vested exclusively in the Contractor.

The Customer's participation in the development of the software shall not give rise to any rights beyond those expressly granted under this agreement.

Any infringement of the Contractor's copyright shall give rise to claims for damages, and full compensation shall be payable in such cases.

6.2. The Customer is permitted to make copies of the software for archival and backup purposes, provided that:

- the software does not contain an express prohibition by the licensor or any third party; and
- all copyright notices, proprietary notices, and ownership markings are reproduced unchanged in every copy.

6.3. If disclosure of the software interfaces is required to achieve interoperability with the software covered by this agreement, the Customer shall commission the Contractor to provide such disclosure against reimbursement of the associated costs.

If the Contractor fails to comply with this request and the Customer decompiles the software in accordance with the applicable copyright laws, the results of such decompilation may be used exclusively for achieving interoperability.

Any misuse shall give rise to claims for damages.

6.4. If software is supplied to the Customer for which a third party is the copyright holder or licensor (for example, standard software published by Microsoft), the grant of usage rights shall be governed exclusively by the license terms of the respective licensor or manufacturer.

7. Right of Withdrawal

7.1. If an agreed delivery deadline is exceeded solely due to the Contractor's fault or unlawful conduct, the Customer shall be entitled to withdraw from the respective order by registered letter, provided that the agreed performance has not been substantially completed even within a reasonable grace period granted by the Customer, and the Customer is not responsible for the delay.

7.2. Force majeure, labor disputes, natural disasters, transport restrictions, and any other circumstances beyond the Contractor's reasonable control shall release the Contractor from its delivery obligations or entitle it to reschedule the agreed delivery date.

7.3. Cancellation of an order by the Customer shall only be effective with the Contractor's prior written consent.

If the Contractor agrees to such cancellation, it shall be entitled to charge, in addition to payment for services already rendered and costs incurred, a cancellation fee amounting to 30% of the total project value that has not yet been invoiced.

8. Warranty, Maintenance and Modifications

8.1. The Contractor warrants that the software will perform the functions described in the accompanying documentation, provided that the software is operated on the operating system specified in the contract.

8.2.1 Correction of defects is subject to the following conditions:

- the Customer has sufficiently described the defect in a defect report so that it can be identified and reproduced by the Contractor;
- the Customer provides the Contractor with all documentation and information necessary for correcting the defect;
- neither the Customer nor any third party attributable to the Customer has modified or interfered with the software; and
- the software has been operated under the intended operating conditions in accordance with the documentation.

8.2.2 Under the warranty, repair (rectification of defects) shall in all cases take precedence over price reduction or rescission of the contract. Where a defect claim is justified, the Contractor shall remedy the defects within a reasonable period, provided that the Customer enables the Contractor to carry out all investigations and remedial measures necessary for identifying and correcting the defects. The statutory presumption of defect pursuant to Section 924 of the Austrian Civil Code (ABGB) is expressly excluded.

8.2.3 The Contractor shall, free of charge, carry out any corrections and additions that become necessary prior to acceptance of the agreed services due to organizational or programming defects for which the Contractor is responsible.

8.3. The Contractor shall charge separately for support services, incorrect fault diagnosis, and the correction of errors or malfunctions attributable to the Customer, as well as for any other corrections, modifications, or additions.

This also applies to the correction of defects where software modifications, enhancements, or other interventions have been carried out by the Customer itself or by third parties.

8.4. The Contractor shall not be liable under the warranty for defects, malfunctions, or damage resulting from:

- improper operation;
- modifications to operating system components, interfaces, or parameters;
- use of unsuitable organizational tools or data storage media where specific media are prescribed;
- abnormal operating conditions, including deviations from the prescribed installation or storage conditions; or
- transport damage.

8.5. The Contractor's warranty shall cease to apply to software that has subsequently been modified by the Customer's own programmers or by third parties.

8.6. Where the subject of the contract is the modification or enhancement of existing software, the warranty shall apply only to the modifications or enhancements.

Such work shall not reinstate or extend any warranty relating to the original software.

8.7. Warranty claims shall become time-barred six (6) months after delivery.

9. Liability

9.1. The Contractor shall be liable to the Customer for demonstrably culpable damage only in cases of gross negligence or willful misconduct. This limitation shall apply accordingly to damage caused by third parties engaged by the Contractor.

The Contractor shall have unlimited liability for personal injury caused through its fault.

9.2. Liability for indirect or consequential damages—including, but not limited to, loss of profits, costs associated with business interruption, loss of data, or claims asserted by third parties—is expressly excluded.

9.3. Claims for damages shall become time-barred in accordance with the applicable statutory provisions, but in any event no later than one (1) year after the injured party became aware of both the damage and the identity of the liable party.

9.4. Where the Contractor performs the services with the assistance of third parties and warranty and/or liability claims arise against such third parties in connection therewith, the Contractor hereby assigns such claims to the Customer.

In such cases, the Customer shall pursue its claims primarily against those third parties.

9.5. Where data backup has been expressly agreed as part of the services, liability for data loss shall, notwithstanding Section 9.2, not be excluded. However, liability for the restoration of lost data shall be limited to 10% of the total contract value per claim, up to a maximum of EUR 15,000.

Any warranty or damages claims of the Customer exceeding those expressly provided for in this Agreement, regardless of the legal basis on which they are asserted, are excluded.

10. Loyalty

10.1. The Parties undertake to remain mutually loyal.

During the term of this Agreement and for a period of twelve (12) months following its termination, neither Party shall solicit, recruit, or employ—whether directly or indirectly, including through third parties—any employee of the other Party who has participated in the performance of the contractual services.

A Party breaching this provision shall pay liquidated damages equal to one annual gross salary of the employee concerned.

11. Confidentiality

11.1. The Contractor shall ensure that its employees comply with the provisions of Section 6 of the Austrian Data Protection Act (Datenschutzgesetz - DSG).

12. Miscellaneous

12.1 Should any provision of this Agreement be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected.

The Parties shall cooperate in good faith to replace the invalid or unenforceable provision with a valid provision that most closely reflects its intended economic purpose.

13. Final Provisions

13.1 Unless otherwise agreed, this Agreement shall be governed exclusively by the laws of Austria applicable to contracts between businesses, even where the services are performed outside Austria.

The exclusive place of jurisdiction for any disputes arising out of or in connection with this Agreement shall be the court having subject-matter jurisdiction at the Contractor's registered place of business.

Where the Customer is a consumer within the meaning of the Austrian Consumer Protection Act (Konsumentenschutzgesetz), the foregoing provisions shall apply only to the extent that they do not conflict with mandatory provisions of that Act.

Mediation Clause:

In the event of any dispute arising out of or in connection with this Agreement that cannot be resolved amicably, the Parties agree to seek an out-of-court resolution by appointing a registered mediator pursuant to the Austrian Civil Mediation Act (Zivilrechts-Mediations-Gesetz - ZivMediatG), preferably one specializing in commercial mediation (Business Mediation) from the list maintained by the Austrian Federal Ministry of Justice.

If the Parties cannot agree on the appointment of a commercial mediator or fail to reach agreement on the substance of the dispute, legal proceedings may be commenced no earlier than one (1) month after negotiations have definitively failed.

If mediation is not initiated or is terminated without resolution, any subsequent court proceedings shall be governed by Austrian law.

All necessary costs incurred in connection with a prior mediation, including the fees of any legal counsel engaged, may, as agreed by the Parties, be claimed as pre-litigation costs in any subsequent court or arbitral proceedings.