



General Terms Version 18

I. Definitions

uTypia: Software- and Service-Range of TRODAT for the Internet.

uTypia solution: a Software/Service solution out of the uTypia Software- and Service-Range for example uTypia professional shop, uTypia standard shop, uTypia basic, uTypia page, uTypia Voucher.

Customer: The party acquiring products in a uTypia solution

TRODAT is represented by TRODAT GmbH of Wels, holder of all rights under this Agreement.

II. Support- Duties of the Licensor

The licensor supports the uTypia solution of the licensee for the duration of the contract.. This support includes:

- Hosting, Firewall,regular Back-ups
- Listing of new Trodat products into the uTypia solution (except in uTypia page)
- Support-Hotline +43 (0) 7242/239-340; uTypia@trodat.net for the Licensee for technical support for Setup and Operation in English and German Language. Available every day from 09.00 a.m. to 17.00 (05.00 p.m.) GMT+1 Time zone except Saturdays, Sundays and on Austrian holidays.
- Alternative Support Hotline 001 732 529 8523 uTypia@trodat.net for the Licensee in English language. Available every day from 09.00 a.m. to 16.00 (04.00 p.m.) Eastern Standard Time (EST - GMT-5) except Saturdays, Sundays and on US- holidays.
- On-Site technical support is not included in the scope of the support duties. On-Site support is not necessary for normal setup or operation. On-Site Support can be specifically requested by the Licensee. The Licensee will receive a written offer of the Licensor for the travel costs, travel and work time charges or alternatively a fixed price offer. Charges will occur only based on purchase orders from the Licensee received in writing.

The scope of the support does not include setting up additional products or Layout templates. Trodat's services are provided at its own discretion, for fair use and without any obligation to provide specified capacity or individual technical specifications.

In regards to uTypia Consumer Next: Magento Standard Features and uC-Next specific extensions are included in the support. (see Feature List in the Product-Data-Sheet.) Optional areas within Magento (for example: Landing Pages, Reports, Extended Product Descriptions, etc.) are not included in the support but can be administered by the Shop Owner. Information can be found in the Magento Manuals and Youtube Videos.

III. Payment

The fees are charged, as agreed in the uTypia License agreement.

The fees may be changed by the Licensor with advance written notice of 90 days. The fees may not be increased by more than 15% per year. Increases are in particular possible due to higher taxes, labor costs, or price increases in the Hosting services or Software Licenses used.

In case of payment delay, late-payment interest in the amount permitted by law is hereby agreed.

If there are delays in the setup process due to the licensee, the Licensor can invoice the open setup-fee within 6 month of the contract date; and from then on the minimum and transaction fees.

IV. Internet Address

Every uTypia solution shall be operated under its own URL (internet address). The Licensee may choose from among a number of URLs made available by TRODAT.

If another URL shall be used, the Licensee shall bear the costs for setting up that URL and for the costs of the domain, as well as indemnify and hold Trodat harmless in this respect. For uTypia satellite only URLs made available by TRODAT may be used.

V. Duties of the Licensee

The Licensee must provide an email address where the order data is send to. If the Licensee has the right to perform administration tasks, the Licensee must provide for internet access, email address and up-to-date internet browser. The Licensee is solely responsible for availability and full functionality of the infrastructure listed above. The Licensee shall ensure to be attainable on short term in order to enable any required coordination with Trodat, as well as to immediately implement any technical measures, cooperation and assistance services requested by Trodat.

The Licensee shall keep its login data for accessing the administration area strictly confident. During login, Trodat may verify, if the provided password is in accordance with the used account, only.

TRODAT is web designer and webmaster of the uTypia solution. The Licensee here expressly consents to having TRODAT modify and adapt the contents of the uTypia solution as well as further publishing them in order to maintain functioning of uTypia or to improve or advertise it. TRODAT shall be entitled to install the Trodat-Logo and also the uTypia Logo on the uTypia solution of the Licensee. This will be limited to the top banner and the footer section. The Licensee shall not have any access to webpage design. TRODAT shall announce intended modifications by email 5 days in advance. The Licensee shall not be entitled to request any graphical or technical shop design or any specified development or upgrade.

The Licensee shall be solely responsible for any provided content, like logos or terms and conditions, as well as to comply with the legal framework applicable to the operation of the shop, in particular the implementation of information duties according to e-commerce and distance selling provisions.

Trodat provides the Licensee with the technical infrastructure, only, and shall not become party of any contract concluded between the Licensee and its customers via the shop. Thus, performance of any orders, in particular the delivery of goods and billing is at the Licensee's sole discretion.

The Licensee is aware of the precise contents of the uTypia solution (not yet adapted to the Licensee's specifications). The Licensee hereby declares its express agreement with the content of the uTypia solution, as well as the technical standards and specifications, including the firewall and availability. The Licensee hereby accepts that the shop is provided "as is" without any warranties.

VI. Duration and Termination

This Agreement shall be concluded for an unlimited term. This Agreement can be ordinary terminated by both parties at any time in writing or via email with 6 months advance notice before date of termination. In case of termination by the Licensee, no reimbursement of amounts already paid shall apply (e.g. uTypia basic fee).

Notwithstanding the agreed duration of this Agreement, the Licensor shall be entitled to terminate the agreement with immediate effect without giving rise to compensation claims by the Licensee

- if the other party's assets are subject to composition proceedings or
- if application for bankruptcy has been dismissed for want of sufficient assets;
- at the Licensor's sole discretion, in particular if the Licensee infringes any rights derived from intellectual property, e.g. due to any provided content or used domains, as well as if third parties assert claims against the Licensor;
- at the Licensor's sole discretion, if the Licensee breaches material provisions of this Agreement or uses Licensor's content against the provisions of this Agreement or infringes Licensor's intellectual property;
- or if despite corresponding written warning and the setting of a 14-day second deadline fees owed have not been paid.

Upon effective termination of the Agreement, for whatever reason that may occur, TRODAT shall no longer be obligated to forward any eventual orders placed via them with the Licensee. TRODAT shall not be liable for any loss of data or customers in this connection.

VII. Confidentiality

The Licensor hereby states on behalf of TRODAT as well that no use shall be made of confidential information, customer names, telephone numbers or contact persons received by the Licensee's customers for their own business purposes. Thus, the Licensor shall merely be the Licensee's data processor according to Sec 10 and 11 Austrian Data Protection Act. For solution of technical problems connected with uTypia, TRODAT shall be entitled to have access to such information. The Licensee hereby takes note of the fact that TRODAT monitors the uTypia solution for the purpose of generating data analysis, buyer behaviour and improvements on uTypia and evaluates information such as site hits and link-stream data in an anonymous manner. The Licensee shall be solely responsible for obtaining any required consent declaration by data subjects or approvals by the competent data protection authorities, as well as for preparing all necessary steps to enable data transfer to Licensor as its data processor.

The Parties hereby agree that all information brought to their knowledge by the other party, and thus relating to the latter's company, in connection with the use of the facilities covered by this Agreement shall be treated in confidence and may not be disclosed to third parties without the consent of the party concerned. Information which is generally known or disclosed to the party in question by third parties shall not be affected hereby.

The Licensee agrees to be named as a reference customer by TRODAT.

VIII. Limited Warranty and Liability

The Licensee hereby expressly accepts that the Licensor is not obliged to provide any technical specification or specified capacity and that thus technical outage of the system, as well as delay in data transfer and updates, may occur. Thus, unlimited availability of uTypia Solution is not agreed and the Licensor assumes no responsibility for any outage, delays, incompleteness, transmission errors or any other errors arising during the use of uTypia Solution as well as any financial consequences deriving thereof. The Licensor is liable for damages caused by intent and gross negligence, only, which has to be proved by the Licensee. In case of gross negligence, the Licensor's liability shall be limited to the amount for the most

recently paid annual fee or, in the first year, to the amount of the setup fee. The Licensee is aware of the technical risks and limitations of the internet. It shall also bear liability for proper functioning of data transmission wiring where the latter are connected with its equipment.

Notice is hereby expressly given that due to the public nature of the internet, the to some extent non-encrypted transmission of the data belonging to the Licensee and the latter's customers occurs at Licensee's own risk. TRODAT shall not be liable for security, completeness, timeliness or accuracy of transmission of data or other information via uTypia Solution.

This shall not establish any contractual relationship between the Licensee's customers and TRODAT. The Licensee shall indemnify and hold TRODAT harmless against all claims raised by the customer, as well as any claims by third parties, authorities or courts that may be raised against TRODAT due to the Licensee's provided content, used domain or breach of legal provisions during the use of the shop.

IX. Intellectual Property

The Licensee hereby accepts that TRODAT shall be exclusively entitled to all provided content, documents, brands, designations, domain names, trade names, IP numbers, internet design, software and other creations within the meaning of copyright law, thus all rights subsumed under the umbrella concept of intellectual property rights. The Licensee shall be granted a non-exclusive right to use the above mentioned intellectual property according to the provisions of this Agreement and for its duration, only. Any transfer of rights or use for other purposes not defined in this Agreement is explicitly prohibited. The Licensee shall therefore be obligated to take such rights into account and to immediately notify TRODAT of any infringement thereof. Only with separate authorisation from TRODAT shall the Licensee be entitled to take action on its own behalf against infringements. This notwithstanding, the Licensee shall be obligated to provide any support requested by TRODAT in prosecution of any eventual infringements, including beyond the duration of this Agreement. The Licensee shall make available, if so requested, any eventual documents and affidavit in support of TRODAT or its contractual partners.

TRODAT provides - depending on the licensed uTypia product – fonts to create layouts within uTypia. TRODAT takes responsibility for the correct licensing of these provided fonts. Any other fonts require a separate agreement.

Fonts from the “uTypia Font pool” are provided free of charge. The licensed uTypia product determines how many fonts are available. The fonts are provided according to their corresponding license agreements. The detailed license terms and intellectual property information are provided in the uTypia shop administration area and hereby accepted by the Licensee. The Licensee shall indemnify and hold TRODAT harmless against all claims arising from any breach of these license terms.

X. Miscellaneous

Amendments and supplements to this Agreement must be in writing. The same shall also apply to any deviation from this form requirement. No ancillary verbal understandings have been reached.

Any notice via email shall be qualified as in writing, in case it is sent to the Licensee's email address as stated above in Clause V or as regards the Licensor to uTypia@trodat.net or any subsequent email address disclosed by the parties.

The terms of this Agreement shall apply to any further purchase of uTypia products and/or uTypia add-ons from Trodat by the Licensee.

The mere failure to press claim to any right shall not signify any waiver thereof; any waiver must be expressly stated.

The Licensor shall be entitled to transfer its rights and duties arising from this Agreement to any third party with discharging effect. In this case, the Licensor will inform the Licensee in writing.

Should a provision of this Agreement be void, rescinded or unenforceable, in full or in part, then this shall have no impact on the other provisions. The Parties shall instead obligate themselves, in lieu of the void provisions, to agree on a new provision corresponding to the void provision's sense and purpose.

This Agreement shall be exclusively subject to material law of the Republic of Austria with express exclusion of any CISG applicability as well as any and all principles on conflicts of law.

All disputes arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity shall be finally settled under the Rules of Arbitration of the International Arbitral Centre of the Austrian Federal Economic Chamber in Vienna (Vienna Rules) by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be Vienna, Austria. The language of the arbitral proceedings shall be German. The Arbitral Tribunal shall decide in the final award which Party has to bear the costs of the arbitration including the fees of counsel.

All fees and payments connected with the setting up of this Agreement shall be borne by the Licensee; the latter shall likewise be liable for taxes and tariffs resulting from the fulfilment of orders in connection with this Agreement.

The Licensor shall be entitled to unilaterally amend the General Terms as well as the Add-on Agreement for Data Processing at any time upon prior notice. The amended General Terms as well as the Add-on Agreement for Data Processing shall be provided to the Licensee at least 14 days before the entry into force. If the Licensee does not object to the amended General Terms or the Add-on Agreement for Data Processing within 14 days in writing by registered mail, the new General Terms or the Add-on Agreement for Data Processing shall apply. If the Licensee does object in time, the former General Terms or the former Add-on Agreement for Data Processing shall still be valid. However, in the latter case, the Licensor is entitled to terminate the Agreement for good cause within 14 days upon receipt of the Licensee's objection.

The Parties hereby agree that this Agreement shall only take effect upon being signed. There shall be no mutual obligation prior to that.