1. Contractual terms and conditions for IT services

1.1 Application

1.1.1 These contractual terms and conditions apply exclusively to orders placed; insofar as applicable provisions are missing therein, the law applies exclusively. Deviating conditions of business of the contractor - insofar as they are permissible at all under public procurement law - are only binding for the client when expressly acknowledged in writing, by fax or electronically.

1.1.2 The contractor acknowledges the exclusive validity of these contractual conditions on submission of the offer, acceptance or performance of the order.

1.1.3 The terms and conditions of the contract also apply without restriction to all contractual adaptations as well as to additional, reduced and unpredictable additional work.

1.1.4 This English Version of the GTC IT is merely a translation for the convenience of a non-German speaking contractor. If the English version of the GTC IT becomes part of the contract, the German version of this GTC IT shall take precedence and be decisive regarding the legal relationship between the contracting parties. The German version can be found online ("konzern.oebb.at" under "About the group / for suppliers") or will be sent upon request.

1.2 Representation of contracting parties, project organisation

1.2.1 Representation of the client

1.2.1.1 The performance of the agendas reserved for the client and to be taken care of by the client as well as the supervision of the performance of the service is incumbent on the client's representative named to the contractor (hereinafter referred to as the "client's representative"), whose instructions must always be followed without delay by the contractor, but also by its subcontractors and suppliers.

1.2.1.2 Instructions from other persons are only to be followed by the client's representative if confirmed in writing, electronically or by fax.

1.2.2 Representation of the contractor

1.2.2.1 Insofar as the contractor or its shareholders or statutory bodies authorised to represent the contractor do not themselves perform their duties in the performance of the assigned work, they are to immediately name to the client a natural person authorised to do so, who must also be proficient in the German language, as a representative; upon request, this person is to be identified by means of a certified power of attorney. This power of attorney must at least cover the receipt of instructions (cf. 1.2.1.1), the determination of prices and the recording of invoices, the conclusion of settlements and the representation of the contractor in all other legal matters.

1.2.2.2 The client is entitled to reject the named authorised representative of the contractor immediately, but also later for good cause; in this case the contractor is to immediately appoint another suitable authorised representative.

1.2.2.3 The contractor is entitled to appoint another person as authorised representative instead of the person named only for good cause and only with prior notice. The two preceding paragraphs apply correspondingly.

1.2.2.4 The authorised representative of the contractor is to be available at all times during working hours (on business days from Monday to Thursday between 7:00 a.m. and 6:00 p.m. CET, Friday between 7:00 a.m. and 2:00 p.m. CET); this results in no additional costs to the client.

1.2.2.5 Notifications of any kind in connection with the performance of the order sent by fax or electronically are only to be legally effective if they are sent to the fax number or electronic address of the client's representative.

1.2.2.6 The authorised representative of the contractor is responsible for the continuous supervision of the workforce employed by the contractor as well as by the subcontractors and suppliers engaged by the contractor, in particular for compliance with all regulations, especially the "Special Regulations on Entering Railway Facilities" known to the contractor in accordance with 2 of these General Terms and Conditions, as well as for compliance with the required discipline by the workforce and to keep regular contact with the client's representative; the contractor is to demonstrably make its staff aware of these regulations and, in addition, contractually oblige the subcontractors and suppliers it engages to comply with these regulations.

1.2.3 Consortium

If the contractor is a consortium (ARGE), it is obliged to designate an authorised representative to the client. Furthermore 1.2.2 applies correspondingly.

1.2.4 Project Organisation

1.2.4.1 The authorised representative of the contractor assumes the role of the project manager for the services ordered by the client, except for those projects where the contractor's performance does not consist of deliveries or creation of a work, but only the provision of personnel. Changing the person acting as project manager or the offered key personnel in the current project without compelling reason is only permissible with the written, electronic or faxed consent of the client. Termination by the project manager is only deemed as a compelling reason if the contractor proves that the Project Manager refuses to continue to work for the Project as a self-employed person despite an offer by the contractor

(this must be submitted to the client).

1.2.4.2 The contractor is, unless otherwise agreed, to prepare an estimate of the effort required for software development and customisation tasks in accordance with a common estimation method (e.g. function point method as per IFPUG version 4.2.x FPM, story points, expert estimates) as early as possible and report it after each project phase.

1.2.4.3 The project manager is to prepare a project plan in sufficient detail in accordance with the specifications of the contract (work packages in the scope of pre-agreed person days with specification of the function points or similar units of performance as well as the dependencies of the work packages on each other) and update it as mutually agreed in the project and submit it to the client representative or (see 1.2.4.8) to the project steering committee. A target/actual comparison must be provided.

1.2.4.4 The project manager is to maintain a project manual in accordance with the ÖBB Group standard - based on international best practices - in which at least the following project control mechanisms are described, unless more detailed requirements are defined by the contractor in the course of the tender:

- Structure, process organisation
- Rules of cooperation
- Document control
- Stakeholders (such as project staff, involved (sub-) companies, members of the project steering committee, etc...)
- Quality assurance
- Change management
- Job specifications
- Milestones

1.2.4.5 The project manager is to prepare a record of the results of each meeting in the format of the word processing system commonly used by the client and send it to all participants, the representatives of the client and the contractor as well as other parties concerned within one week of the meeting.

1.2.4.6 If not already available, the contractor is to prepare a specification sheet (or detailed specifications).

1.2.4.7 Unless otherwise defined, all documents listed in this section are prepared or submitted for approval by the contractor within the milestone schedule defined with client.

1.2.4.8 A Project Steering Committee (PLA) is to be established for larger projects, which is to comprise high-ranking members from both contracting parties. The tasks of the PSC are monitoring deadlines, budgets and the decision on issues which could not be resolved in the project teams and between the representatives of the contractor and the client. The PSC meets on an ad hoc basis and at the request of the representatives of the client or contractor.

1.2.5 Project implementation

1.2.5.1 Projects are to be conducted in German, unless otherwise agreed in the invitation to tender.

1.2.5.2 The contractor is not to use any subcontractors other than those specified in the offer or contract for the performance of the contract without the prior written, faxed or electronic consent of the client.

1.2.5.3 The contractor is to keep a disruption report for the duration of its maintenance obligation, which is to include each maintenance action with date, each change in the version status of the IT component and all troubleshooting with date, failed or maintained IT component, error class, duration of the failure, hardware or software error messages, cause of the incident, type of remedy and name of the maintenance technician. On the basis of the disruption report, the contractor is to send the client a monthly summary report in writing, electronically or by fax.

1.3 Document verification

1.3.1 The contractor is obliged to check the performance documentation (such as plans, descriptions, specifications or requirement specifications) provided by the client without undue delay (in particular whether they are complete and comprehensible and whether they enable an optimum solution for the client in terms of function, quality and cost for the service to be provided by the contractor combined with services of third parties) and to immediately notify the client in writing, electronically or by fax of any identifiable defects and reservations about the intended type of performance when exercising due care, but no later than within a period not exceeding two weeks from the provision of the performance documentation. The contractor approves the performance documents with the commencement of the work.

1.3.2 Performance documentation originating from the contractor of third parties may not be used prior to approval by the client. The release note is not to relieve the contractor of its duty to inspect and warn, nor of its liability.

1.4 Official permits

The contractor is, of its own accord and at its own expense, to obtain all official permits or consents of third parties necessary for the performance of its work;

the contractor is to indemnify and hold the client harmless in the event of a claim by the client for such a reason.

1.5 Performance - implementation

1.5.1 Principles

1.5.1.1 The contractor always performs the services it owes under the contract within the scope of its business in accordance with the contract or have them performed under its responsibility; it owes solely the achievement of the performance target described by the client in the performance specification (this is the success of the contractor's services objectively derivable from the contract). It remains solely responsible for the provision of its contractual services once the client has approved, signed or stamped the plans, drawings, calculations and/or other design documents it submits, or if the client has provided a note confirming the inspection of these; it is not even partially relieved from its duty to warn as well as its liability for the contracted services as a result in this regard. The contractor is to impose on its subcontractors and suppliers the obligation to observe the rules it is subject to, in particular the "Special Regulations on Entering Railway Facilities" specified under 2, and is responsible for this to the client.

1.5.1.2 Services and rights of use not expressly mentioned in the contract are nevertheless to form the subject matter of the contract insofar as they are necessary for the contractual provision of the services and their functional capability as well as for the achievement of the performance objective described in

1.5.1.1 the contractor is entitled to not charge any separate or additional remuneration for such services.

1.5.1.3 When performing the service, the contractor is to comply not only with the statutory provisions and official directives, but also with the generally recognized state of the art.

1.5.1.4 The client assumes no liability whatsoever towards the contractor by instructing or admonishing the contractor to comply with the statutory provisions, the official regulations and the generally recognised state of the art.

1.5.1.5 If the contractor has concerns about the legality, correctness or expediency of the instructions of the client's representative, about the provision of materials or other items or about services of other contractors and in general if there are circumstances which prevent performance in accordance with the contract, the contractor is to notify the client of these concerns or circumstances in writing, electronically or by fax without undue delay, but no later than within two weeks of becoming aware of them, and propose suitable measures to the client to remedy or improve them.

1.5.1.6 If the contractor has undertaken to take over goods delivered directly to the place of performance on behalf of the client and provided by the client, the contractor is to inspect them without delay, notify the client without delay in the event of any concerns about the goods and in any case keep them in safe custody.

1.5.1.7 The contractor's materials, tools, machines and other aids are brought in exclusively at the contractor's risk and expense. The client also assumes no liability for the items brought in if the client leaves storage rooms or spaces to the contractor.

1.5.1.8 Resources and materials provided by the client are to be checked by the contractor for their suitability prior to their use. The contractor is solely responsible for the use of such objects; the risk also rests with the contractor entirely.

1.5.1.9 Workers provided by the client to the contractor on a case-by-case basis for the performance of its services are in this respect vicarious agents of the contractor. This does not include workers assigned by the client in the course of fulfilling its obligations to cooperate.

1.5.1.10 The contractor is to leave the place of performance and other locations of the client it has used clean and free of objects brought in. If as part of the service provision non-preventable or reusable packing materials or any other rubbish accrues, the contractor is to dispose of at this at its own risk and expense in accordance with the applicable legal provisions.

1.5.1.11 If the contractor fails to comply with these obligations (1.5.1.10), the client is entitled to have the necessary precautions taken by third parties at the contractor's risk and expense, even without setting a grace period.

1.5.1.12 Insofar as provided for by law or in accordance with generally recognised standards, objects of performance must exhibit an ÖVE test mark, CE conformity mark or an equivalent safety mark recognised by the EU.

1.5.1.13 The contractor is to provide all relevant documents (e.g. CE declaration of conformity, test reports, technical construction files)

for the verification of required criteria within a period of 14 days upon request by the client.

1.5.1.14 The contractor warrants that its contractual services - insofar as deliveries are concerned - during their entire service life (including disposal) - are environmentally friendly insofar as they comply with the relevant Community and Austrian legal provisions as well as generally accepted standards and limit values.

1.5.1.15 Any risk of adverse effects of the packaging as well as any costs incurred as a result of this is borne by the contractor. If, by way of exception, the client bears the costs of packaging, the client is charged the cost of sales and these are to be shown separately in the invoice; in this case, too, the contractor bears the risk of adverse consequences of the packaging. Any additional fees or costs, such as deposits or disposal costs, are also borne by the contractor.

1.5.1.16 The contractor ensures that the packaging material is collected or taken back; if the contractor fails to comply with this obligation, the client is entitled to have it disposed of by third parties at the contractor's risk and expense.

1.5.1.17 The contractor always disposes of or take back for disposal, at its own risk and expense and in strict compliance with all relevant regulations for the protection of the environment, the supplies or such residues of supplies which, after intended use, are to be considered hazardous iste. If the contractor does not comply with this obligation immediately, the client is entitled to have the disposal conducted by third parties at the contractor's risk and expense.

1.5.1.18 If the contractor expressly also assumes the recovery or disposal of the goods it has delivered after their intended use (e.g. batteries), it thereby assures the client that it or the subcontractor it has commissioned for this purpose is a waste collector or waste handler authorised to collect or handle this type of waste and that it undertakes environmentally compatible recovery or disposal of this waste. The contractor indemnifies and holds the client harmless in this respect.

1.5.1.19 The contractor further warrants to not only comply with the legally binding or generally recognized social standards in its contractual services, but also actively and to the greatest possible extent take into account the client's efforts for social responsibility (decent work, social inclusion, accessibility, design for all, fair trade).

1.5.2   General requirements for services
The contractor undertakes in the case of all services,
(1) to comply with all relevant third-party specifications, such as the maintenance regulations for hardware or specifications concerning the customization of software or also the relevant standards of telecommunications and electrical engineering,
(2) to assign a specialist to the project for all relevant activities, who is also available to the client for information,
(3) to perform all services, but in particular also maintenance and operating services, in such a way that the agreed availability and response times as well as other quality parameters of affected IT components do not deteriorate,
(4) to provide all services in such a way that the results correspond to the advanced state of the art at the time of acceptance of the specifications and, in particular, are also based on tools (program development environments, ...) and basic components (hardware, operating system, database system, ...) in their latest version, unless otherwise agreed,
(5) to check the existence of the quality criteria for purchased components as soon as possible,
(6) to keep the firmware belonging to the delivered hardware up to date for the entire useful life of the hardware specified in the individual case - if no useful life is specified in the individual case, a useful life customary in the market is deemed as specified - and to provide the client with all new firmware updates and upgrades or new versions of the firmware free of charge, irrespective of the existence of any maintenance agreement, and to provide information free of charge that enables the client to perform an independent update or upgrade of the firmware,
(7) in the event that a complete system is the subject of the contract, to maintain the market standard of the complete system and - irrespective of whether the supply of spare parts is the subject of the contract - to ensure the deliverability of compatible spare parts components and/or additional components for the complete system for the entire useful life of the complete system specified in the individual case - if no useful life is specified in the individual case, a useful life customary in the market is deemed as specified - in accordance with these

provisio
ns. The period of use commences with the acceptance of the entire system free of defects by the client.
In the event that any component of the overall system (whether software, hardware or otherwise) becomes unavailable or no longer meets market standards during its useful life, the contractor is obliged to replace such component as part of the subject of agreement,
(1) in the event of the existence of a valid maintenance agreement with the client to offer the client throughout the service life, without being requested to do so, the replacement and the establishment of compatibility and/or the establishment of the market standard at the sole expense of the contractor, so that there is a uniform view, support and management of the overall system for the client; and/or
(2) if there is no valid maintenance agreement with the client, to offer the client compatible replacement components throughout the service life. If the delivery of spare parts (spare components) is already part of the contract, the offer prices adjusted by the producer price index for industrial products (PG26) at the time of the order applies. If the delivery of spare parts (replacement components) is not the subject of the contract, customary market prices apply.

1.5.3   Requirements for elaborations
If elaborations are part of the order, the contractor warrants that
(1) elaborations are prepared and delivered in the German language, unless otherwise agreed,
(2) elaborations are prepared in accordance with the state of the art, taking into account the requirements defined by the client,
(3) elaborations have a clear structure and are clearly arranged,
(4) elaborations must include a management summary,
(5) Elaborations should show the version status of the chapters, the sources of statements and quotations, and their acceptance or agreement with the client,
(6) elaborations in preparation for an invitation to tender must be written in a vendor-neutral manner so that no potential bidder is given preference,
(7) elaborations for tenders can be used as tender documents without substantial work by the client,
(8) in the course of preparing tenders, IT-supported evaluation schemes for implementation bids are provided as far as technically possible,
(9) elaborations describing the project deliverable define requirements of a functional, qualitative, or other nature consistently throughout the project (e.g., through extensible hierarchical numbering) in such a way that completeness and consistency of requirements can be easily tracked through all documents from the requirements specification to the source code of a software or software settings. This applies in particular to the documentation of change requests.

1.5.4   Requirements for requirements analysis (specifications) and functional specifications
1.5.4.1 If requirements analysis and preparation of specifications are part of the order, the contractor warrants that
(1) the requirements analysis examines all important IT processes that need to be supported,
(2) the requirements specification presents all of the client's IT processes to be supported by the order in the current state with their organisation and IT-technical weak points resulting from the analysis as well as a target state consistently and, if necessary, in graphical form,
(3) the contents of the specification are agreed with the representative of the client,
(4) the requirements specification documents the necessary changes to the software in such a way that these are formulated and designed in a way that is comprehensible to the client's specialist departments, but on the other hand can also be used as a template for technical implementation without further editing,
(5) the functional specification and its specifications are checked for logical consistency and feasibility,
(6) the specification structure is based on international standards (e.g. IEEE Std. 830-1993, IEEE Recommended Practice for Software Requirements Specifications),
(7) the specifications, unless otherwise agreed, are submitted to the client for approval within two months of the order being placed.
1.5.4.2 The requirements specification describes the method for implementing the requirements specification into a specific EDP technical solution and contains at least, unless otherwise agreed:
(1) Hardware/operating system/network configuration

(2) Standard software components for integration
(3) Necessary adaptations, parameters
(4) Custom software components for development
(5) Detailed data model
(6) Functional model
(7) Organisational model
(8) Business processes
(9) Interfaces
(10) Technical architecture
(11) Screen masks
(12) Test concept
(13) Quality assurance and acceptance procedures
(14) Cost estimate of the overall project or release as per the release plan.
1.5.4.3 The following methods and tools are to be used:
(1) The organisation model is to be represented as a hierarchical structure and the access authorisation of the organisation units by means of an authorisation table.
(2) The function model is to be represented as a function tree. The functions are to be described by continuous text. Complex decisions are to be presented as a decision table.
(3) The estimate of the software development effort is to be performed in accordance with common estimation methods (such as the function point method in accordance with IFPUG version 4.2.x, story points, expert estimates) and reported on an ongoing basis.

1.5.5   Requirements for hardware components
If the delivery of hardware components is part of the order, the contractor warrants
(1) that the contractual hardware components meet all specifications in accordance with the manufacturer's or supplier's product descriptions,
(2) that hardware and network components comply with the rules on electromagnetic compatibility (EMC) in accordance with Austrian and EU law,
(3) that the cabling and network design comply with the EN 50173 standard in its current version or with any standards replacing it and with any supplementary standards depending on the type of cabling,
(4) that only brand-new hardware components are delivered, unless used hardware components are explicitly procured within the scope of the order,
(5) that in the PC, hardware consists of standard components as they are currently common in the PC sector, are offered on the market and can be exchanged or expanded (RAM, hard disk) without any problems,
(6) that the IT components comply with the requirements of the relevant laws, regulations and technical guidelines, industrial safety and the corresponding EU directives,

1.5.6   Requirements for telecommunications components (TC components)
The contractor undertakes to supply TC components
(1) which have all open interfaces possible for components of this type (ITU/ETSI standards for ISDN, DECT/Gap, QSIG, RFCs for data networks, SIP, RTP, STUN, ENUM, etc.),
(2) for which standard devices conforming to standard for use as terminal equipment,
(3) for which no costs, in particular no "license fees", are incurred except for the upgrade with interface cards that may be necessary due to connecting additional terminals,
(4) for which any technically foreseen configuration change can be conducted by the client or by the client's customers.

1.5.7   Replacing legacy systems, software versions and data transfer
(1) In the case of systems that replace existing legacy systems or old versions of existing systems or software, e.g. within the scope of maintenance contracts, the new system must exhibit or exceed all positive characteristics (incl. functionalities) of the legacy system.
(2) As far as technically possible, new software must take over all settings and data of the old software and function without changing interfaces to third-party systems.
(3) Data to be transferred are to be provided by the client in coordination with the contractor, at a minimum in the format of the legacy system. All other EDP-related work, including testing conversions, is conducted by the contractor. The quality assurance of the data transfer is the responsibility of the contractor. The data quality of the content is the responsibility of the client, the general duty of the contractor to warn remains unaffected by this provision.

1.5.8   General requirements for software components
1.5.8.1 The contractor undertakes to deliver software components that
(1) are free from viruses and other software anomalies,
(2) are free of copyright protection devices, CPU numbers, personal data for licence keys, date and programme locks or similar usage-restricting routines and

are unencrypted; should encryption be undertaken by the contractor after approval by the client, the software for decryption is to be made available to the client free of charge,

(3) which have been tested not only for functionality, but also for behaviour in - in the respective application area - expected borderline cases (key errors, number of simultaneous transactions, data volumes),

(4) that reliably perform the functions described,

(5) which are capable, when using the intended hardware and deployed for the intended quantities, of providing response times - unless otherwise specified in Service Level Agreements - of less than two seconds at the intended terminal for simple transactions under the planned full

(6) in which numerical values, such as percentages, value limits, etc., are changeable by the client by means of configuration,

(7) which are based on the general guidelines and internal standards of the ÖBB Group for Fat and Thin clients and comply with the general requirements for an ergonomic user interface,

(8) which are able to run on the client without administration rights,

(9) which are designed for multilingual use in terms of user interface and interfaces. The software is to be delivered in the agreed languages. It must be possible to add additional languages by configuration,

(10) where a state-of-the-art security concept (e.g. based on ISO/ITC 27002) has been designed and implemented,

(11) where each version has been documented and fully tested not only by the programmer, but also by other employees of the contractor (test team) in accordance with a written test concept with case descriptions, prerequisites and expected results (the test concept with the respective last logging of the tests must be made available to the client for inspection).

1.5.8.2 The contractor undertakes,

(1) to grant the client read and write access to an issue management system in electronic form at any time, in which the number and type of known and corrected errors or those to be corrected can be viewed,

(2) to perform tests for each version provided to the client in accordance with a written test concept with case descriptions, in which prerequisites and expected results are documented and fully tested. The tests are to be performed by employees other than those who develop the software (test team).

(3) to provide the test concept with the respective last logging of the tests to the client for inspection. This also applies to tests that are tool-supported (e.g. JUnit tests) as part of the development process.

(4) Performance tests for the software supplied is to be performed in accordance with the requirements of the client and the evidence of the tests performed is to be made available to the client upon request.

(5) All software parts created and put into use by the contractor within the scope of the project become the property of the client.

1.5.9 Additional requirements for system software components (operating systems, database systems, programming tools and other system-related components)
The contractor warrants that only German language versions are to be delivered unless otherwise agreed.

1.5.10 Additional requirements for application software
The contractor undertakes to create and / or deliver application software,

(1) that is user-friendly, works similarly for the same or similar circumstances, and can be easily used by a user familiar with the field of the application without help documentation and after typical training on the basic functions,

(2) which provides German user control for the user, unless otherwise agreed,

(3) which provides an exclusively German user control for the user supervisor and the operator, insofar as the fact of a foreign language user interface is not disclosed to the client in the offer,

(4) where a uniform menu design and user guidance is given within an application area,

(5) in which a uniform German online help system is implemented, provided a foreign-language user interface is not specified to the client in the offer,

(6) which displays the possible range of values for the input for each input field on the screen and, in the case of an enumerable set of possible input values, allows the value to be entered by selecting it from a list,

(7) which is secured against common types of operating errors (e.g. by using value range checks and

integrity rules),

(8) which do not require changes to the operating system code for installation,

(9) in which numerical values, such as percentages, value limits, etc., can be easily changed by the client,

(10) which has a controllable multi-level logging system.

1.5.11 Additional requirements for custom software
1.5.11.1 The contractor undertakes to create and deliver software,

(1) created in the contracted programming languages and frameworks,

(2) which can easily be adapted to a changed environment (organisation, legal and market changes, operating system versions, database systems) and is therefore designed to be as platform- or operating system-independent as possible (in the case of generic implementation of functions which can change frequently, through the use of parameters, rules, workflows, ...),

(3) the system and programme analysis is performed in accordance with a structured procedure (e.g. HIPO, SADT, UML) and the relevant documentation is available,

(4) that takes into account the coding guidelines of the respective programming language (e.g. Sun Code Conventions for Java),

(5) where the function and the input and output parameters of each module are explained by comments in the source code,

(6) where the source code contains sufficient explanatory comments (at least for public and protected methods, or public and protected classes),

(7) whose source code is commented in a form that enables the generation of complete documentation (e.g. in HMTL or PDF format),

(8) where persistence, application logic and presentation layer are clearly separated from each other,

(9) which is clearly structured with a degree of modularity adapted to the functionality,

(10) which is created and, if necessary, maintained using a data dictionary, a source code management system, preferably a test data generator and a test help system,

(11) in which uniform prefixes are used for database tables that indicate the purpose and contents of the respective database table,

(12) which uses recognised mechanisms for logging and error handling,

(13) which can be distributed both on the server and client end using common software distribution mechanisms,

(14) whose code has already been created in the development process in the sense of continuous integration,

(15) based entirely on open frameworks, unless otherwise agreed,

(16) to grant the client read and write access to a requirements management system in electronic form at any time, in which the number and type of known and corrected or to be corrected errors as well as open requests can be easily and clearly viewed,

(17) where the business logic is stored on the application server and only in exceptional cases in the database.

1.5.11.2 The contractor undertakes, in the course of developing the software,

(1) To conduct architecture reviews independently in which the developed software is validated against the agreed architecture concept,

(2) to conduct code reviews independently,

(3) To conduct reviews of the configuration management against the agreed guidelines independently, and to provide the results of these reviews to the client upon request, as well as to assist with reviews if these are conducted by the client.

1.5.12 Delivery or deposit of the source code of software components
1.5.12.1 Elaborations, internet contents, custom software components, macros, applets or the like and custom software adaptations are to be delivered, as far as applicable, in the original written form in (e.g. source code, XML representation, project data in the form of a programming system, ...) together with all related technical and user documentation within the following periods: at the latest after every six months of project duration as well as on first request, during the project, and prior to the acceptance test, including any necessary database scripts, job control, JavaScripts etc.) as well as following any adaptations in the course of improvements during the acceptance procedure, the warranty period or maintenance. Programming tools and program libraries used which are not available on the open market are to be supplied free of charge.

1.5.12.2 If no source code is supplied, the following applies: To ensure the continued troubleshooting and maintenance of standard application software including all modifications in the event of the contractor's inability to act and in the event of the discontinuation of further development or maintenance,

the contractor is to provide the application software in the source language on a data carrier that is readable on the client's system, translate it into the machine code and install it on the system. Following installation, this data carrier with the source code including the associated documentation (content and structure of the data carrier, program and data flow plans, test procedures, test programs, error handling, etc.) including tools and runtime environments is to be sealed by the contractor and deposited with the client or at a suitable location (at the contractor's expense).

For standard software, it is sufficient to deposit the corresponding installation media (e.g. including internet). These must enable the client in any case, especially in the event of failure of the contractor, to restore a functional system corresponding to the time of deposit.

1.5.12.3 The data carrier is to contain the application software in the original programming languages at the time of installation, including all modifications since then, as well as the documentation, provided it is available in machine-readable form. Parts of the description that are not available in machine-readable form must be enclosed as a copy that are readable without the use of equipment. In any case, however, a list of the deposited items that can be read without tools and instructions on how to read the data carrier on the client's system and how to install the subject matter of the contract is to be enclosed. Programming tools and program libraries used which are not available on the open market are also to be deposited.

1.5.12.4 The deposit or transfer is to be repeated with each delivery of a new version of the application software, but in any case after the respective acceptance of a single release or on request by the client.

1.5.12.5 If the contractor - or a third party attributable to it - becomes incapable of acting, ceases enhancement and/or maintenance of the application software despite the fact that the Maintenance Agreement has not been terminated by the client, or if the contract is terminated in accordance with the law after insolvency proceedings have been instituted against the contractor's assets (§ 20 (4) and § 25a of the Insolvency Code), the client is entitled to break the seals of the deposited data carrier and either hand over the subject matter of the contract in the source code together with the documentation to a competent company and commission it to conduct further troubleshooting and maintenance of the subject matter of the contract, or to conduct this action themselves.

1.5.12.6 Inability to act is deemed to include, in particular, liquidation, rejection of an insolvency petition for lack of assets to cover costs, or termination of insolvency proceedings for lack of assets to cover costs.

1.5.13 Additional requirements for adaptation programming
1.5.13.1 Adaptation programming is in principle to be performed in accordance with the same procedures as developing the software to be customized, and the requirements for custom programming described above applies analogously.

1.5.13.2 Changes to standard software and user-specific adaptations are to conducted in such a way that

(1) the versionability is not lost, i.e. the change to the next versions of the standard software remains possible without any problems,

(2) simple business processes are achieved,

(3) while at the same time adherence to the standard of the software is ensured,

(4) no extensions are made by custom programs (whether in a general programming language such as C++, C#, Java or in a product-specific one such as ABAP),

(5) no changes are made to the source code without the written, electronic or fax approval of the client,

(6) the corresponding rules of the manufacturer of the standard software are observed,

(7) all changes and adjustments are documented clearly and comprehensibly for an expert third party. For this purpose, uniform organization-wide guidelines for documenting the adaptation of standard software must be implemented and at least the interface and data exchange formats must be documented.

1.5.14 Additional requirements for WWW content
WWW content is to be created in accordance with the following premises:

(1) Support of Microsoft Edge as well as Mozilla Firefox in at least the latest version supported by the manufacturer,

(2) Fast page loading,

(3) high level of user-friendliness and clear structure in accordance with the agreement (e.g. so that the user knows the location on each page, where to make entries, and how to return to the first page of an application),

(4) use of cookies within the framework of legal requirements and only where this is absolutely necessary. The use of cookies must be documented by the contractor for each system in a central location.

(5) Compliance with all requirements regarding accessible design (WAI).

(6) compliance with ÖNORM 7700.

1.5.15 Requirements for data centre services, outsourcing, operations management, ASP

1.5.15.1 The contractor undertakes,

(1) to maintain the availability of the data centre, in particular connectivity to the client's network, with the agreed data transmission speed 24 hours a day, seven days a week,

(2) to integrate the services provided by its data centre with the client's system and any third-party systems and interfaces,

(3) to convert and transfer data from the client's existing system to the system in the data centre,

(4) to continue to fulfil contractual obligations by means of a backup system in the event of a data centre failure,

(5) analogously to the SLA times in accordance with 1.5.26, to keep a competent, German-speaking disruption reporting and information centre staffed, which is available for reporting problems and clarifying questions related to network use,

(6) to staff the disruption reporting centre outside the times specified in the previous paragraph for an additional fee,

(7) to generally comply with all applicable laws and other regulations with regard to ensuring the integrity, availability and confidentiality of the client's data.

1.5.15.2 The client is entitled to inspect the contractor's security precautions on site twice a year with the assistance of a data security expert.

1.5.15.3 The contractor warrants - unless otherwise specified in Service Level Agreements - that the data centre it operates has a sufficient level of redundancy.

1.5.16 Installation requirements

1.5.16.1 The contractor is to provide details for the installation and set-up requirements to be created by the client (premises, power supply, air conditioning, cabling, provision of servers, system software, database systems and other preparations necessary for smooth installation and commissioning) as well as other duties to cooperate in good time, but no later than six weeks prior to delivery or commencement of a service, in writing, electronically or by fax. The contractor is liable for the correctness and completeness, and is also to advise the client on the setup of premises.

1.5.16.2 In any case, notice is to be provided in time enabling a possible tender to be conducted or an existing tender corrected.

1.5.16.3 The contractor is to inspect the premises in due time and accept them as suitable for the installation of the hardware or inspect the IT components provided by the client and collect all information necessary for a smooth installation. If the contractor finds deficiencies during this inspection and assessment, the contractor is to report them to the client in writing, electronically or by fax together with a proposal for their rectification. After any defects have been corrected, the inspection and assessment is repeated. If the contractor fails to inspect the premises, the premises and IT components are deemed to have been accepted by the contractor and the contractor is liable for any defects.

1.5.17 Preparation and delivery of the documentation

1.5.17.1 Part of the subject matter of the contract is the delivery and, for the duration of the project or a corresponding maintenance contract, the continuous updating of all documentation necessary and/or appropriate for the use of the subject matter of the contract.

1.5.17.2 If requested by the client, all documents necessary for reconfiguration of hardware components, are to be supplied as they are usually enclosed with the individual IT components (disk, disk controller, monitor, ...).

1.5.17.3 Software components require at least a user documentation, a short description and a technical documentation.

1.5.17.4 User documentation for application software is required in German, unless otherwise agreed.

1.5.17.5 Other documentation may also be provided in English.

1.5.17.6 The reference information necessary for the operation and extension of the IT system is to be supplied in such a form that it can be understood by persons who are familiar with the handling of similar IT components.

1.5.17.7 User documentation and documentation for installation and administration describes all procedures necessary for the ongoing work in such a way that they are understandable for a person who has received training. In addition, the documentation is to describe typical

and foreseeable error situations and how they may be remedied.

1.5.17.8 The technical documentation is to comply with the standards customary at the time of installation of the subject matter of the contract and designed in such a way that it is comprehensible and usable by a specialist familiar with similar IT components. Technical documentation is to contain as a minimum the following:

(1) List of components used, programming languages, program libraries and programming systems,

(2) Test manual with procedures and test cases (preferably JunitTests or equivalent),

(3) Data model of the system in the form of one or more EntityRelationship diagrams,

(4) Comments on each field of a database concerning content of the field, range of values, meaning of codes/key values,

(5) Documentation of classes, methods and data structures in the source code, so that this documentation can be transferred to HTML documentation using standard methods such as JavaDoc or NDoc. User documentation is also supplied in machine-readable form so that this documentation can be accessed at defined workstations while working with the subject of the contract.

1.5.17.9 The client is entitled to copy and use the documentation for the contractual use as desired.

1.5.18 Training

The contractor undertakes, without any separate charge, the training of the intended users of the IT system in the application-specific functions of the IT system delivered or made available for use in accordance with the Train the Trainer system. This involves training a number of trainers realistic for the number of users, and producing appropriate training material for the trainers. After the client has been trained, the contractor is, upon order and for a separate fee, to provide comprehensive training of all users and/or the training of the client's technical staff in such a way that they are able to safely perform maintenance and, in the case of software, also the enhancement of IT components.

1.5.19 Scope of maintenance services

Maintenance includes all services required to maintain the operational readiness of the components to be maintained to the contracted extent. Maintenance services are services that consist providing new versions updates, upgrades, releases and bug fixes, as well as providing help desk, first, second and third level support.

1.5.20 Availability of maintenance services

The contractor guarantees the availability of maintenance services and spare parts for delivered components (device, software, ...) for their useful life as customary in the market, beginning with acceptance free of defects.

1.5.21 Substantiation of hardware maintenance

1.5.21.1 Maintenance of hardware includes its repair (elimination of disruptions and errors to restore operability in coordination with the client) by repairing and replacing defective IT components. The services of the contractor include all services that are necessary in order to be able to use the faulty device in real operation again. The all-inclusive price includes all necessary spare parts, auxiliary and operating materials as well as firmware.

1.5.21.2 IT components installed in systems owned by the client, which must be like new at the time of installation, become the property of the client. IT components replaced by exchange become the property of the contractor unless otherwise agreed under other terms of the contract (e.g. to maintain data security in the event of necessary hard disk replacement or exchange).

1.5.21.3 Error diagnosis and rectification is to be conducted by telephone consultation and support and/or by remote maintenance or through a hardware specialist on site if required for error rectification.

1.5.21.4 The contractor undertakes, in agreement with the client, to carry out the installation of generally provided technical improvements, including security changes, without separate invoicing and to notify the client in writing, electronically or by fax of any associated consequential costs.

1.5.22 Substantiation of software maintenance

1.5.22.1 Software maintenance includes:

(1) remedying disruptions or helping to circumvent them,

(2) troubleshooting,

(3) setting up and operating a hotline,

(4) enhancement as well as necessary adaptations which are required due to version changes of operating, database and carrier systems (new hardware versions, hardware extensions) necessary for the client, as well as

(5) advising the client on the use of IT components.

(6) The maintenance of application software additionally includes the ongoing adaptation of the software to legal framework conditions.

(7) Troubleshooting is performed by telephone consultation and support, remote maintenance, or on-site deployment of a software specialist if required for troubleshooting.

(8) The contractor is to regularly notify the client of technical improvements and enhancements of the software (download area or similar) that may be of interest for operations.

1.5.22.2 New main software versions are to be used at the earliest at a time when the usability of these versions is proven by practical experience or tests and the contractor guarantees to the client that the switch and use of the new software versions is problem-free.

1.5.23 Substantiation of software application maintenance

In addition to the provisions listed under 1.5.22, it is agreed that only software development services (delivery of lines of code) may be relevant for maintenance. The necessary services such as project management, business analysis, data management, and testing, among others, are in no way relevant to maintenance and are therefore not included in the calculation of maintenance costs.

1.5.24 Error classes

The assignment to the respective error classes is made by mutual agreement between the client and the contractor. When in doubt, the contractor first takes measures based on the client's classification prior to a mutually agreed clarification in order to avoid any disadvantages for the client.

• **Class 1** - "critical"

The proper use of a part of the IT system or the IT system as a whole is seriously limited. The error has a serious impact on the business transaction and/or security. These are mainly errors that preclude further processing. Functional examples: System outage without restarting, data loss/data destruction, incorrect results during time-critical mass processing of data.

Measures: The contractor is to start the processing the error by qualified personnel during the maintenance readiness, at the latest within the agreed response time, and is to ensure at least a workaround in the short term and a correction of the cause of the error within the agreed recovery time, e.g. by replacing hardware components, reconfiguring software, rectifying software errors by means of patches. In addition, the contractor is to report the defect - except for wear and tear defects - immediately and with high priority to any manufacturer other than the contractor.

• **Class 2** - "major"

The proper use of a part of the IT system or the IT system as a whole is seriously limited. The error has a significant impact on business processing and/or security, but allows work to continue. Function-related examples: incorrect or inconsistent processing, noticeable shortfall in the agreed performance data of the IT system, accumulation of temporary disruptions in IT operations.

Measures: The contractor is to start processing the error by qualified personnel during the maintenance readiness, at the latest within the agreed response time, and is to ensure at least a workaround in the short term and a correction of the cause of the error within the agreed recovery time, e.g. by replacing hardware components, reconfiguring software, rectifying software errors by means of patches. In addition, the contractor is to immediately report the defect - with the exception of wear and tear defects - to any manufacturer other than the contractor.

• **Class 3** - "minor"

The proper use of a part of the IT system or the IT system as a whole is slightly limited. The error has a negligible impact on business processing and/or security, but allows work to continue. Function-related examples: incorrect error message/a program goes into standby and is only able to be reactivated by pressing a key.

Measures: The contractor is to start processing the error by qualified personnel within a reasonable period of time and, as far as possible, is to ensure that the cause of the error is corrected, e.g. by replacing hardware components, reconfiguring software, rectifying software errors within the scope of the release policy. In addition, the contractor is to report the defect - except for wear and tear defects - to any manufacturer other than the contractor.

• Class 4 - "trivial"

The proper use of the IT system or the overall IT system is possible without restriction. The error has no or only a minor impact on the business transaction

and/or security. These are mainly flaws or errors the client's employees work around. Functional examples: Disruptive additional output on the screen, documentation errors / typos. **Measures**: The contractor is to provide troubleshooting without specific priority as part of planned preventive maintenance or release policy.

1.5.25 Hotline operation
To coordinate all ongoing maintenance services, the contractor designates a telephone number (not a premium rate number) that is reachable from Austria at the domestic rate or free of charge, for the client to report disruptions and problems with the service content and obtain information. A trouble ticket is created and the client is informed immediately of the ticket number in the event of disruption or problem reports

1.5.26 Maintenance readiness and response times
1.5.26.1 Maintenance is performed during the hours of weekdays Monday to Thursday between 7:00 a.m. and 6:00 p.m., Friday between 7:00 a.m. and 2:00 p.m., unless otherwise agreed. During this time (maintenance standby time), the designated hotline as defined in 1.5.25 is also to be staffed and its technical availability to be ensured.
1.5.26.2 Preventive maintenance or a version change is to be scheduled by agreement (at least four weeks prior to the intended implementation) with the client.
1.5.26.3 Troubleshooting
The contractor is to commence troubleshooting or correction or error elimination during the on-call maintenance period as soon as possible, but in the case of class 1 or 2 errors no later than the end of the response time specified in the relevant service level (1.5.26.6).
1.5.26.4 Response time
Response time is the time period between the client being notified of the trouble ticket number and the first attempt of the contractor to solve the problem with the user on site. This initial test must contribute to solving the problem in terms of content and is to be documented accordingly to ensure traceability. If the contractor is unable to perform the initial attempt due to being unable to reach the user, this must be communicated to the client and documented to ensure a corresponding extension of the guaranteed response and recovery time.
1.5.26.5 Recovery Time/Time to Repair (TTR) Recovery time is the period of time between the client being notified of the trouble ticket number and the full functionality being restored. This time period must be fully documented to ensure traceability. This documentation is to be presented proactively by the contractor, especially on the review meetings, and appropriate measures are to be presented by the contractor if required, if there is an unusual deviation or irregularity with regard to this important service control criterion.
1.5.26.6 Service levels
Where not otherwise agreed, compliance with service level 1 is required.
At **Service Level 1** ("Low Critical Equipment"), the response time is 4 hours, the recovery time is the next business day, the availability must be 99.23% per month, and the maximum downtime per month must not exceed 1.7 hours.
The need for an on-site visit is to be determined by 5 p.m. on Monday to Thursday or by 1 p.m. on Friday for repairs to be performed on the next working day. If the Trouble Ticket number is only notified afterwards, then adherence to the reaction and recovery time only ends on the next but one working day.
At **Service Level 2** ("High Critical Equipment"), the response time is 1 hour, the recovery time is 6 hours, the availability must be 99.54% per month and the maximum downtime per month must not exceed 1 hour.
The need for an on-site visit is to be determined by 5:00 p.m. on Monday to Thursday or by 1:00 p.m. on Friday for repairs to be performed on the same working day. If the Trouble Ticket number is only notified afterwards, then adherence to the response and recovery time only runs during the maintenance standby time.
Maintenance services already started as well as repairs still to be completed in accordance with the rules stated here are also to be completed outside the on-call maintenance time without separate invoicing.

1.5.27 Maintenance of the documentation
Part of the maintenance is in any case and without separate charge the continuous updating of the documentation. If later versions of manuals and/or online help become available for standard components, these are to be supplied without request and without separate charge in the event of a valid maintenance relationship.

1.5.28 Cooperation of the client
The client's obligations to cooperate are conclusively regulated in the invitation to tender or in the contract.

1.5.29 MultiVendorEnvironment Support
1.5.29.1 The contractor is obliged to provide the client with MultiVendorEnvironment Support where applicable. This applies in all cases in which hardware and/or software systems supplied by the contractor to the client work with hardware and/or software systems of other manufacturers.
1.5.29.2 This support specifically includes the following:
(1) ongoing information on all equipment available or announced to support a "MultiVendorEnvironment",
(2) analysis of the interfaces and problem areas in the "MultiVendorEnvironment" including documentation of the analysis results,
(3) development of proposed solutions for the "MultiVendorEnvironment" and their documentation and presentation,
(4) support in testing the proposed solutions by providing the necessary equipment (especially hardware and/or software), in analysing and documenting the test results, in optimising the tested solutions and in introducing selected problem solutions.
1.5.29.3 Claims for reimbursement of costs are only admissible in individual cases if the support service requires a special effort and the client approves a cost estimate to be submitted before the service is rendered.
1.5.29.4 In addition to the general "MultiVendorEnvironment Support" (1.5.29.1), the contractor is obliged to localise errors in the event of disruptions or failures in the environment of the components installed and maintained by the contractor, as well as in the event of disruptions that occur in conjunction with components from other manufacturers. The contractor is to coordinate the use of maintenance services from other manufacturers should this become necessary to remedy the error.

1.6 Dates:
1.6.1 The services are to be provided in accordance with the agreed schedule. The contractor is to provide verification of the progress of the service to the client on request. Any necessary interim dates and changes to the schedule are subject to mutual agreement. The contractor is to perform its contractual services, taking into account the services of third parties, in such a way that there is no postponement of planning and execution dates.
1.6.2 Performance prior to the agreed performance date is only permitted with the consent of the client. No disadvantage is to occur to the client as a result in this regard.
1.6.3 Changes requested by the client up to the extent of one tenth of the total scope of the order for elaborations, software development and customisation have no effect on the schedule, provided that they are notified by the client within the first third of the project duration.
1.6.4 Changes that become necessary due to defects in the result of a project phase that has already been concluded are to be compensated by the contractor through additional work or similar measures in such a way that the schedule is met if the contractor also conducted this phase of the project.

1.7 Performance deviations (change requests) and their consequences
1.7.1 Entitlement of the client to order service changes
The client is entitled to change the agreed scope of performance, unless such changes are already subject matter of the contract in accordance with 1.5.1.2 and provided that they are reasonable for the contractor. Any adjustments required as a result of a performance deviation (change in service or disruption in service provision) (e.g., the service period or the rate) are to be implemented by updating the existing contract and at the earliest possible opportunity. The client is also permitted to order suspension of the contractor's work if this is necessary for technical or economic reasons.
1.7.2 Notification requirements
If a contracting partner deems service changes (1.7.1) necessary or if it is realised that a disruption of performance (especially impediment) could occur or has already occurred then the contracting partner is to demonstrably notify the other contracting partner of this and of the identifiable effect on the scope of service as well as of the required adjustment to the service period at the earliest opportunity.
1.7.3 Successor products
1.7.3.1 The client has the right to demand the delivery of successor products of the contractually specified IT components up to six weeks before the agreed delivery date at the list price in effect at the time of conclusion of the contract less the discount granted for the main product.
1.7.3.2 If the contractor is no longer able to deliver the agreed IT components, then it must offer to

deliver successor products. In this case, successor products must at least correspond to the defined scope of services and quality criteria, must not result in an increase in costs and be compatible with IT components already supplied to the client. Price reductions between old and new IT components are to be passed on to the client accordingly.
1.7.4 Agreement on changes
1.7.4.1 Minor changes to a specification (requirements analysis, specifications, functional specifications, individual functions) are tentatively determined by agreement between the contractor's representative and the client's representative and recorded in writing at the end of the respective month. All adjustments, extensions and other changes to the specifications of up to 10% of the agreed total remuneration are deemed as minor changes.
1.7.4.2 More extensive changes or changes that limit the functional scope of the IT system must be approved or commissioned by the project steering committee, if one has been established.
1.7.4.3 Minor changes requested by the client have no affect on the respective order and are covered by the contracted fee. Any further changes are to be offered by the contractor in writing, electronically or by fax and ordered by the client in writing, electronically or by fax. Changes that become necessary due to defects in the result of a project phase that is already concluded are made by the contractor free of charge if the contractor also conducts this project phase, otherwise they are payable by the client at a reasonable fee that is customary in the market.
1.7.4.4 The contractor is to keep electronic records of all discussed change requests, which clearly show in particular how change request are handled as well as its temporal and financial effects on the client.
1.7.5 Changes to the price structure
If, in the case of agreed invoicing on a time and material basis, it becomes apparent to the contractor that the estimated total price is likely to increase by more than 4%, the contractor is to notify the client of this in writing, electronically or by fax at the earliest opportunity. Exceeding the total price by more than EUR 10,000 must be reported in any case. If exceeding the total price as a result of increases in quantities by more than 10% is demonstrated to be unavoidable, the contractor loses any claim to remuneration for additional services if fails to notify the client of this at the earliest opportunity in writing, electronically or by fax.
1.7.6 Disadvantage compensation
If parts of the contractual service are not applicable, the remuneration apportioned to these parts is also not applicable. The right to use purchased software or licenses - in the version valid at the time of termination - remains unaffected.
The cost of order-related pre-services already rendered is compensated if the contractor asserts and verifies them within three months of the notification of the absence of the service. The contractor is not entitled to any further claims.
1.7.7 Services outside the scope of the service
All services of the contractor performed without authority or arbitrary deviating from the services stated in the contract lie outside the agreed scope and are only reimbursed if they are subsequently recognized by the client or are necessary due to imminent danger.

1.8 Options
1.8.1 The contractor remains subject to its parts designated as "option" until the expiry of the period specified in the contract. In the case of a separate order it is obliged to provide the services referred to as option; any adjustments required in the sense of
1.7 prior to exercising the option. Until the expiry of said period, the contractor is only permitted to withdraw from the contract for good cause; the option lapses upon expiry of the period or upon the contractor being notified by the client that no exercise of the option is to take place.
1.8.2 The contractor has in no way any entitlement to being commissioned with the optional service or to remuneration or compensation in its absence.
1.8.3 If commissioned with optional services, these are to be provided by the contractor under the terms of its offer and the contract. The provision of such services is not permitted before the written assignment is provided.

1.9 Changes to regulations after conclusion of the contract
1.9.1 If the contractor is unable to perform the order or to perform the order in the manner stipulated in the contract as a result of a change in statutory or other regulations that occurs only after the conclusion of the contract, the contracting parties are to adapt the contract to the changed regulations as cost-effectively as possible, while at the same time meeting the client's expectations as best as possible.

1.9.2 If the contractor should have foreseen the change to such regulations (1.9.1) conflicting with the agreed performance of the order at the time the contract is concluded, it bears the additional costs associated with the necessary adjustment of the contract.

1.10 Duties concerning the workforce

1.10.1 The contractor is to appoint suitable staff to render the contracted services. If workers are appointed or entitled to receive and relay instructions, they must also have a proficient command of the German language. If work is to be performed in Austria, the contractor undertakes to comply with the labour law, social security law and other laws applicable here and warrants that all its subcontractors also comply with them. The contractor is to indemnify and hold the client harmless in this matter.

1.10.2 The contractor also warrants that it complies with all statutory and collective bargaining rights with respect to its employees and that their social security contributions and payroll taxes are paid correctly.

1.10.3 In the case of staff leasing, the contractor also assures compliance with the specific provisions of the Law on Temporary Employment (AÜG), in particular § 10 AÜG. The contractor is to indemnify and hold the client harmless for any and all claims of employees working within the scope of the service.

1.10.4 The contractor further warrants proper compliance with all protective regulations under labour law, in particular also the regulations of the Wage and Social Dumping Prevention Act (LSD-BG).

1.10.5 If a LSD-BG case exists, the contractor also assures full transmission of all required documents and the corresponding provision of these documents. The contractor is also liable for any damages, including but not limited to, administrative penalties which are incurred by the client or its responsible representatives or members of its governing bodies with regard to the failure to provide documents required under the LSD-BG or underpayment of wages.

1.10.6 The contractor undertakes to provide the client at any time with information on the nature of the contractual agreements it made with the personnel employed as well as verification of the status under social security law and the proper payment of social security contributions.

1.10.7 Upon request, the contractor is to ensure that the client is provided with receipts for the proper social security registration and payment of social security contributions and payroll taxes within 7 days for all employees deployed within the scope of the order processing. For each case of non-submission or late submission, a contract penalty (penalty) in the amount of 0.5% of the order total of the contract, in the case of framework contracts or framework agreement of the order total of the respective call-off, is also deemed agreed for each instance. Upon request, the contractor is also to submit a current social security contribution account as well as a corresponding confirmation from the tax office on the payment of wage taxes. For each case of non-submission or late submission, a contract penalty (penalty) in the amount of 0.5% of the order total of the contract, in the case of framework contracts or framework agreement of the order total of the affected call-off, is also deemed agreed for each instance.

1.10.8 If the labour of an independent subcontractors (esp. one-man contractors) is required, all data concerning these subcontractors is to be disclosed to the client without delay and the client's explicit consent obtained.

1.10.9 If no special labour law provisions apply to the contractor's business, such as collective agreements, statutes, minimum wage tariffs, home work collective agreements or home work tariffs, the employees involved are to be granted wages including bonuses, a working time and other working conditions which are not less favourable for the individual employees than the generally accepted conditions for employees in the same profession or in the same trade who are in similar circumstances.

1.10.10 The contractor is to comply with the provisions of the Ausländerbeschäftigungsgesetz (Foreign Labour Act). The contractor is to take any necessary precautions to prevent the illegal employment of foreign workers. The client is entitled to verify compliance with the provisions of the Foreign Labour Act at any time. In this regard, the contractor is required to keep all documents that enable the verification of the workers permitted to work at the workplace and to provide the client access to these documents.

1.10.11 In the event of non-compliance with the aforementioned obligations, the contractor is liable for all damages and administrative penalties incurred by the client or its corporate bodies

or responsible agents in this connection.

1.10.12 The contractor guarantees to use only employees or vicarious agents who have the necessary qualifications and are trustworthy for the implementation of this contract. In particular, the contractor confirms that the trustworthiness of the employees or vicarious agents conducting reviews of any criminal records, etc. and reviews these regularly. If the contractor becomes aware of circumstances or culpably fails to become aware of circumstances that give rise to doubts about the trustworthiness of the employees or vicarious agents and/or the contractor is no longer able to guarantee their trustworthiness, the contractor is to notify the client of this without delay.

1.11 Measures against corruption and restrictions on competition

The contractor undertakes,

(1) to take all measures necessary to prevent corruption and in particular to meet all necessary organisation and staffing precautions so that the contractor and all persons acting on its behalf in business transactions with the client

   a) strictly comply with all provisions of criminal law to combat corruption, in particular with the provisions of §§ 168b, 153, 153a, 304 to 307b, 308 and 146 to 148a of the Criminal Code and §§ 10 to 12 of the Unfair Competition Act;

   b) not to offer, promise or grant any benefits or other advantages to persons working for the client, not demand, accept or be promised any benefits or other advantages from such persons and not otherwise seek to influence such persons;

   c) not to permit third parties to perform or otherwise contribute to the performance of the actions described in a) and b);

(2) not to violate antitrust law or other regulations that serve to protect unrestricted competition, in particular by participating in agreements on prices or price components, by making prohibited price recommendations or by participating in recommendations or agreements on the submission or non-submission of bids, on the offsetting of compensation for failures as well as on profit sharing and submission to other bidders;

(3) to take all necessary measures to avoid wage and social dumping and in particular to take all necessary organisational and personnel precautions to this end;

(4) to impose the obligations set out in (1), (2) and (3) on all its subcontractors and to rescind the contract with a subcontractor with immediate effect or to terminate such a contract with immediate effect if it is proven or there is a reasonable suspicion that the subcontractor has committed an act described in the foregoing.

1.12 Non-disclosure of confidential information - Copyright, IT Security

1.12.1 The contractor undertakes,

(1) to treat as confidential the tender documents as well as all other technical and commercial information and documents as well as business and trade secrets of the contracting authority (hereinafter referred to as: confidential information) of which the contractor has become aware or becomes aware in connection with the award procedure, the conclusion of the contract and the performance of the contractual relationship, irrespective of whether they are available in oral, written, visual, electronic or any other form;

(2) in the event that it uses other persons to fulfil its (pre-) contractual obligations, duties and other tasks, to impose the obligation to keep this confidential information secret on all persons working for it and to only use such persons who have demonstrably been expressly obliged to keep this information secret in writing before commencing their activities;

(3) to use the confidential information exclusively within the context of the award procedure or the processing of the contractual relationship and not for its own other purposes or for the purposes of third parties;

(4) to only disclose, publish or commercially exploit or disclose to any third party (except for purposes of offer preparations by sub-contractors and suppliers) confidential information with the express written approval of the client; news releases and other communications also may only be disclosed with the express written consent of the client.

1.12.2 These obligations continue to exist in all respects without restriction in terms of location, time and also otherwise even after termination of the award procedure, but also during the performance and after termination of the contractual relationship; this also applies to the companies affiliated with the contractor as well as

vis-à-vis the companies affiliated with the contractor and the persons named in 1.12.1 (2).

1.12.3 Exempt from this duty of confidentiality are documents and information for which the contractor provides evidence that they are or become generally known for reasons for which it is not responsible, or already known to the contractor before the client made them accessible, or that they received knowledge through a third party without the contractor having breached its duty of confidentiality vis-à-vis the client.

1.12.4 All documents of the award procedure are subject to copyright.

1.12.5 The contractor is to comply with the following obligations with regard to IT security:

(1) The contractor is only permitted to use the IT components, IT systems and data of the group company to which the contractor has access for the purpose specified by the client.

(2) The contractor is to take all measures required to prevent the accidental or unlawful destruction of data and to maintain confidentiality of ÖBB Group information.

(3) The contractor is to determine, within the framework of the allocation of tasks, which of its employees and persons commissioned are authorised to access the systems and to access the data. This and the scope of entitlement is subject to mutual agreement.

(4) Access to systems and data are to be limited to the contractor's authorised employees and to persons assigned by the contractor by means of appropriate access controls.

(5) The contractor is required to demonstrably commit its employees and the persons commissioned to maintaining the confidentiality of the information of which they become aware within the scope of the service - also beyond the duration of the service and the employment relationship.

(6) Data may only be disclosed to third parties after consulting with the client and with the client's consent. This applies in particular to the transfer or disclosure of data to authorities and other institutions in countries that are not members of the EU or the EEA. The contractor is to ensure that it is not subject to any legal acts requiring it to hand over or disclose data to authorities or institutions of such countries (e.g. the US Lawful Overseas Use of Data Act ("CLOUD Act") as amended). If such a legal act is only issued after the conclusion of the contract, the contractor is obliged to notify the client of this without delay. In this case, the client is entitled to terminate the contractual relationship with the contractor with immediate effect.

(7) Employees of the contractor and persons commissioned by the contractor providing services on ÖBB Group premises are to be named by the contractor and confidentiality agreements of the contractor's employees or persons commissioned by the contractor submitted.

(8) Systems operated under the contract are to be adequately protected by the contractor against operation by unauthorised persons. Only persons authorised by the ÖBB Group are to be granted access to the relevant premises. Authorised persons of the ÖBB Group are all those persons who are contractually committed to safeguarding the interests of the ÖBB Group.

(9) The actions (system accesses) are to be logged to the necessary extent. The actions to be logged are to be agreed between the client and the contractor in each individual case.

(10) The contractor is to document the measures it has taken and provide the client with documentation.

(11) The contractor agrees to allow audits by the client at any time.

(12) Upon termination of the contractor's activities with the client, the contractor is either to delete user IDs and similar access authorisations or - if this is not possible - to demonstrably notify the client of the necessity of withdrawing access authorisations.

(13) When removing paper, data carriers, printer tapes, etc. from the client's sphere of influence, the contractor undertakes to transport and process or destroy them in such a way that the information contained on them does not come to anyone's knowledge and is no longer readable after being processed.

1.13 Data protection and order processing agreement

1.13.1 If, in the course of the provision of services, data are transmitted by the client to the contractor or determined by the contractor, and if there is a legal ground for the processing by the contractor pursuant to Art. 6 DSGVO, the contractor is responsible for the processing of the data. In this case, the contractor undertakes to fulfil all obligations under data protection law as the controller (Art. 4 (7)

GDPR) - in particular also in relation to the data subjects.

1.13.2 If personal data is provided to the contractor for the purpose of performing the order or if such personal data is determined within the scope of the order and if there is no legal reason for the contractor to process the data on its own responsibility, the contractor is a processor within the meaning of Art. 4 No. 8 of the GDPR in respect of such data and the contract is a processor agreement within the meaning of Art. 28 of the GDPR. In this case, the following provisions apply:

1.13.2.1 The contractor expressly assures the client that it has taken sufficient security measures as defined by Art. 32 et seq. GDPR to prevent data from being used improperly or becoming accessible to unauthorised third parties.

1.13.2.2 The contractor is only permitted to entrust another company with data processing or collection with the prior written consent of the client. In any case, the conclusion of a contract as defined by Art. 28 GDPR with the other company is a prerequisite in this regard. This contract is to stipulate that the other company takes on the same obligations as those the contractor is subject to under the terms of its contract with the client.

1.13.2.3 The contractor is to create the technical and organisation conditions for the client to be able to fulfill its obligations under the GDPR to the data subject at any time within the statutory time limits and provides the data subject with all the information necessary for this purpose. Furthermore, the contractor is to notify the client without undue delay if data as defined by Articles 33 and 34 of the GDPR have been used unlawfully.

1.13.2.4 After termination of the contract, the contractor is to hand over to the client all processing results and documents containing data or store them safely on the client's behalf against unauthorised access or to destroy them as instructed, provided there are no conflicting statutory file retention requirements.

1.13.2.5 The client is entitled to inspect or control the contractor's data processing facilities at any time with regard to the processing of the data it provided; the contractor warrants to provide it with all information necessary to monitor the contractor's compliance with the obligations set out in this agreement.

1.14 Divisibility

All services from one contract or from contracts concluded at one time and concerning the same IT system are indivisible.

1.15 Completion deadlines/dates and contractual penalty

1.15.1 The contractually agreed completion deadlines/dates are to be strictly adhered to even if there are disruptions in the provision of services (e.g. obstructions).

1.15.2 If such deadlines or dates are exceeded, the client is entitled - provided that a contract penalty has been agreed in the individual case - to demand not only the immediate completion of the agreed service but also the contract penalty, the total amount of which is in any case limited to 30% of the order total (in the case of framework contracts and framework agreements, the order total of the call-off in question). If it accepts the delayed service, the client is entitled to enforce the penalty and also the replacement of any damage exceeding the penalty regardless of the amount of the order sum. The contract penalty is still be payable even if the contractor is not at fault for exceeding the completion date or deadline.

1.15.3 If exceeding such deadlines or dates is due to force majeure or circumstances within the control of the client, the performance deadline or date is to be extended appropriately, to the exclusion of § 1168 of the Austrian Civil Code (ABGB), provided that the contractor notifies the client of the impeding circumstances as soon as possible and proves them accordingly; the agreed contract penalty is then - except in the case of unreasonableness - to ensure compliance with the deadline or date thus extended. Force majeure does not apply to lawful strikes and the fact that materials, components or finished goods are delivered defective.

1.15.4 If the client orders the interruption of the contractor's work for the performance of services (1.7.1), then

1.15.5 applies mutatis mutandis.

1.15.5 The preceding provision on contract penalties for late performance is also to apply without restriction to contract penalties agreed for other reasons (e.g. to ensure special characteristics) with the exception of the percentage limitation in 1.15.2.

1.15.6 If there is a disruption in the provision of services pursuant to 1.15.1,

1.15.3 or 1.15.4 is due to force majeure, the contractor is not entitled to any claims for remuneration or compensation against the client derived therefrom; otherwise 1.24.4 applies.

1.16 Withdrawal from the contract, termination, termination

1.16.1 The client is entitled to withdraw from the contract at any time until acceptance of the contractual service. If the service consists of partial services, the client is entitled to withdraw at any time with respect to partial services not yet accepted. For the (partial) services covered by the withdrawal, the contractor is entitled to the remuneration to be assessed in accordance with 1.7.6; further claims are excluded.

1.16.2 The client is entitled to withdraw from the contract in whole or in part for important reasons attributable to the contractor's sphere of influence either immediately or after setting a reasonable grace period not exceeding 14 days; the contractor is not entitled to any remuneration for the (partial) services covered by the withdrawal. If the reason for withdrawal is caused by the contractor, it compensates the client for the damage caused (1.20.1); if third parties assert claims against the client for such a reason, the contractor is to indemnify and hold it harmless (1.20).

1.16.3 An important reason attributable to the sphere of the contractor exists in particular,

(1) if the application for the opening of insolvency proceedings over the assets of the contractor is dismissed due to lack of assets or if the insolvency proceedings are cancelled for this reason;

(2) the contractor or its partners or statutory bodies authorised to represent the contractor or any of them have lost the ability to dispose of their assets themselves or their business license for other reasons or have been convicted by a criminal court of law for serious acts or omissions in connection with their professional activities;

(3) if the contractor does not or does not properly fulfil the contract, especially if it uses material that does not meet the contract specifications, or if adherence to the contract has become unreasonable for the client due to circumstances on the part of the contractor;

(4) the contractor has breached its obligation to take measures against corruption and restrictions of competition as well as wage and social dumping (1.11) and/or has breached its duty of confidentiality (1.12);

(5) the contractor passes the order on to third parties without the consent of the client;

(6) the contractor has misled the client or third parties in connection with the order being placed or the performance of the contract;

(7) if the contractor is not in compliance with the provisions of the Foreign Labour Act.

(8) if the contractor relocates production to a country which is neither part of the EEA nor a third country with an equivalence agreement;

(9) if the contractor grossly violates the occupational safety regulations or persistently fails to pay public taxes or social security contributions;

(10) if the contractor fails to provide the necessary documents to the client for determining remuneration, despite a request.

1.16.4 If a contract is concluded following a procedure pursuant to the Federal Public Procurement Act as amended, good cause is to also exist which entitles the client to terminate the contract prematurely and without notice or to withdraw from the contract prematurely without granting a grace period,

(1) if the contracting entity becomes aware that at the time of the award of the contract the contractor would have had to be excluded from the award procedure pursuant to the Federal Public Procurement Act, as amended or that the contract should not have been awarded to the contractor due to a serious breach of obligations under the TFEU or Directive 2014/25/EU, as determined by the Court of Justice of the European Union in proceedings under Article 258 TFEU;

(2) if the contract has been substantially modified during its term without conducting a new award procedure pursuant to the Federal Procurement Act as amended.

In the event of complete withdrawal in accordance with 1.16.4 (1), the contractor is not entitled to any remuneration, otherwise, however, the remuneration to be assessed in accordance with 1.7.6; any further claims are excluded.

1.16.5 If the contract (e.g. framework contract, framework agreement) constitutes a continuing obligation, the client is entitled to terminate it with immediate effect for good cause, i.e. in particular for the reasons set out in

1.16.3 with immediate effect, after or without a warning, regardless of whether it is for a limited or unlimited period.

1.16.6 An indefinite continuing obligation may otherwise be terminated by either party by giving six months' notice to the last day of any calendar month.

1.16.7 The client is entitled to also terminate a contractual relationship with regard to individual components only.

1.17 Quality and functional testing, commissioning and test run

1.17.1 The contractor is to notify the client of the imminent completion of delivery or services as soon as possible.

1.17.2 Following completion (delivery, installation, connecting to power and communication networks, customization, ...), the contractor is to perform a test comprising all required quality and functional tests. The client has the right to waive all tests.

1.17.3 If the test has been successful, the contractor is, in agreement with the client, to commission the system and - if agreed - conduct a test run.

1.17.4 The test run must not be started until all documents required for it and for monitoring it - in particular, all operating and service manuals - have been submitted.

1.17.5 Unless otherwise agreed, the contractor provides the services required for the test run at its own expense and conducts it under its own responsibility. If, however, the client has supplied labour with material or equipment in accordance with the contract,

1.5.1.8 and 1.5.1.9 apply in this respect.

1.17.6 The test run is deemed as trouble-free if, during the standard thirty-day period, defects either do not occur at all or occur only in the manner and to the extent to be tolerated by the client in accordance with the specifications. The test run is to be continued until all conditions of trouble-free operation are met for the agreed duration.

1.17.7 The contractor is to record the result of the test run and also the duration of extensions and interruptions in writing and notify the client as soon as possible.

1.18 Transfer of ownership, taking delivery or acceptance, transfer of risk

1.18.1 Ownership in (partial) deliveries passes to the client upon receipt by the client. Retention of title is excluded.

1.18.2 Only the client's representative is entitled to take over the contractual performance and is to be notified of its imminent completion in due time.

1.18.3 The criteria as well as the corresponding procedure for acceptance of the service is to be, if possible, mutually agreed upon by the parties in advance.

1.18.4 A record of the delivery procedure is to be drawn up and signed by both contracting parties; the client is only to declare the contractual performance as having been rendered upon signing. If the contractor fails to meet the acceptance date without giving sufficient reasons, this is deemed as consent for acceptance.

1.18.5 The client is entitled to refuse taking delivery if the contractor's performance shows defects that are not merely minor or if documents relating to the performance to be delivered at that time under the contract (e.g. source codes, operating and testing instructions, plans, drawings) have not been delivered to the client.

1.18.6 Any workers, equipment and other aids required for the delivery are to be provided by the contractor.

1.18.7 The risk does not pass to the client until the client has taken over the performance fully rendered in accordance with the contract pursuant to 1.18.2 to 4 and the contractor has also properly fulfilled all secondary obligations; this is also to apply if the material has been provided by the client in whole or in part. The delivery of partial results or the achievement of milestones does not produce any legal effect or obligations of the client as defined by this item. If damages of any kind arise until the time of acceptance, the contractor is to rectify these as its own cost and risk prior to acceptance.

1.18.8 Unless otherwise agreed, the client's obligation to pay the agreed remuneration is only activated after acceptance of full performance as defined by the above points.

1.19 Warranty and guarantee

1.19.1 The contractor fully guarantees that its services have the commonly expected properties and the properties stipulated in the contract and that they conform to the generally accepted rules of technology; the contractor also guarantees to comply with all relevant general and specific standards for service provision, applicable in Austria or equivalent.

1.19.2 The contractor's warranty is also not to be limited by the fact that the client has reserved the right to oversee execution (1.2.1.1) or that it has provided or released any performance documentation (1.3.2).

1.19.3 The warranty period is two years and commences on the day after signing the record of delivery

(1.18.2). If the contractor offers a longer warranty period, this applies correspondingly.

1.19.4 The maintenance fee is part of the one-off flat-rate fee during the warranty period.

1.19.5 It remains subject to the discretion of the client, whether the contractor then demands improvement, replacement of the item, a price reduction, or - providing it is not a minor defect - a conversion. If during the warranty period the client demands an improvement, the contractor is to remedy any defects arising without delay and at its own risk. At the client's request, the contractor is to immediately replace defective parts of the service with defect-free parts at the client's risk and expense and restore IT components or IT systems to an operational condition. In urgent cases, the client is also to have the right to rectify any defects after obtaining the agreement of the contractor itself without setting a grace period and at the expense of the contractor, or to have them rectified by third parties, without this affecting its claims for defects; if the risk is imminent, the client is entitled to proceed in this way even without the notifying the contractor.

1.19.6 During the warranty period, the contractor expressly guarantees the client that the entire performance is free of defects.

1.19.7 The contractor bears the reasonable costs of the experts entrusted by the client with overseeing the rectification of defects.

1.19.8 Moreover, the statutory warranty provisions apply. However, with any kind of defects regardless of when they are identified (especially with apparent or latent defects) the contractor is to waive delayed notification of defects. The notification of defects is in any case deemed as timely if submitted within the warranty period. Payments do not constitute a waiver of warranty claims.

1.19.9 In the case of defective services under continuing obligations (e.g. data centre, telecommunication, operation and maintenance services), § 1096 ABGB (analogous) applies in addition to the warranty rules set forth above for the initial service and entitles the client to reduce the remuneration for calendar months in which the agreed or typically assumed service levels are not achieved.

1.19.9.1 In the event that a service has failed to meet the owed service levels only for a short period of time or on a one-time basis, the monthly fee may be reduced by 30%. If this is the case more often, it is able to be reduced by 60%. In the event that the service is completely unusable or unusable for more than three days, the entire monthly fee is waived.

1.19.9.2 In cases where the contractor could have been aware of the non-achievement of the service level, e.g. by means of technical monitoring equipment, the client's duty of notification pursuant to § 1097 ABGB does not apply.

1.20 Compensation and product liability

1.20.1 The client is entitled to undiminished damages and recourse claims, including all claims under Austrian product liability regulations unless otherwise specified below; payments do not constitute waiving such claims. It remains subject to the discretion of the client, whether it then demands improvement, replacement of for the item or outright compensation in money due to defects in the service. If the client demands improvement, the contractor remedies the defects without delay and at its own risk. At the request of the client, the contractor is to replace without delay and at its own risk any defective parts of the service with parts free of defects. The contractor is responsible for the negligence of its staff, subcontractors and suppliers as if for its own negligence. In the case of any kind of damage, the contractor bears the burden of proving that it is not at fault for the entire duration of the limitation period. If the contractor proves that it has not acted with intent or gross negligence in respect of damage to property or pecuniary loss suffered by the client other than to the subject matter of the contract itself, its liabilityis to be limited to an order total (in the case of framework contracts or framework agreements to an order total of the call-off affected by the damage) of

- up to EUR 12.5 million with EUR 5 million,
- over EUR 12.5 million limited to 40% of the

contract amount per claim.

Other limitations and exclusions of liability of the contractor of any kind or the obligation to impose disclaimers to clients are not agreed.

1.20.2 These limitations of liability apply analogous to claims for damages and recourse of the contractor against the client.

1.20.3 If the client is held liable for defective material as defined by product liability regulations or due to compensation claims under neighbouring rights (immissions) from third parties, the contractor is to ensure that the client remains

free and harmless.

1.21 Industrial property rights, intellectual property rights, data ownership

1.21.1 Standard software

1.21.1.1 Upon conclusion of the contract, the client acquires the non-exclusive right to use and reproduce standard software, standard software components and all related documents and records of any kind, in particular labelling, product descriptions, operating instructions and manuals, etc., in any manner whatsoever, objectively and spatially (worldwide) unrestricted and without any restriction in this respect, in the event of a catastrophe, on a backup system, for any of its own purposes. The use also includes the provision to third parties by way of a data centre or ASP operation. If the use of the software has not been ordered for a limited period of time, the contract is deemed as a purchase contract and the client is thus entitled to the rights described above for an unlimited period of time.

1.21.1.2 Systems operated by and/or for companies which at the time of use belong to the same group of companies as the client is in this sense deemed as part of the client's systems.

1.21.1.3 The rights of use acquired by the client are - except in the case of a lease - irrevocable.

1.21.2 Custom software

1.21.2.1 The client irrevocably acquires the exclusive right to custom software delivered by the contractor, custom software components and all related documents and records, services and work results of any kind, in particular - but not exclusively - designs, concepts and architectures including the source code and the documentation, macros, applets or the like as well as inscriptions, product descriptions, operating instructions and manuals, etc., for any purpose and in any manner whatsoever, the client irrevocably acquires the exclusive right to use, exploit, process or have processed by any third party for any purpose and in any manner whatsoever, temporally, factually and spatially (worldwide) unrestricted and without any restriction, as well as to combine them with other works and to dispose of them. These rights are granted in the form of a right to use at work as defined by § 24 (1) sentence 2 UrhG and include in particular - but not exclusively - all the exploitation rights specified in §§ 5, 14 to 18a UrhG. These rights also particularly include the unrestricted use, disposal and exploitation via electronic media, media of telecommunications as well as all types of use, disposal and exploitation unknown at the time the contract is concluded.

The client is to have the right to freely transfer or sublicense all of the aforementioned rights - in whole or in part - to any third party without the contractor's prior consent and to any extent (sublicensing).

Insofar as industrial property rights of any kind (e.g. trademarks, designs, patents, utility models, etc.) that can be registered arise from the contractual relationship, the contractor is to notify the client without delay. Only the client is entitled to apply for or register these property rights in its own name in any country, to pursue them or to abandon them at any time. The contractor is not entitled to any additional remuneration for the transfer of such property rights or for granting the rights of use with regard to such property rights. The contractor undertakes to support the client in the registration of an industrial property right for a reasonable fee consistent with the market.

1.21.2.2 If third parties show interest in custom software or custom software components, the contractor is entitled to initiate corresponding contract negotiations between the client and the interested third parties for the purpose of granting licenses to use the custom software.

1.21.2.3 The contractor guarantees that these rights are also able to be transferred by all parties involved in the services for the client within its control.

1.21.2.4 When fulfilling software orders for third parties, the contractor is not to copy, in whole or in part, the work results created in fulfilment of this agreement. The client acquires ownership and rights of use to all documents, files and backup data carriers of whatever kind relating to custom software components upon their creation, without thus resulting in acceptance. If the application to open insolvency proceedings against the contractor's assets has been rejected for lack of sufficient assets or if the insolvency proceedings have been suspended for this reason, or if insolvency proceedings have been opened against the contractor's assets and the statutory provisions do not prohibit this, the client has a right of segregation to the aforementioned documents, files and backup data carriers.

1.21.2.5 If the application to open insolvency proceedings against the assets of the contractor has been rejected for lack of sufficient

assets or if the insolvency proceedings have been suspended for this reason, or if, after the opening of insolvency proceedings against the assets of the contractor, the contract is dissolved in accordance with the law (§ 20 para. 4 and § 25a Insolvency Code), all rights to which the contractor is entitled to the contractual software components pass to the client as non-exclusive rights, insofar as the client has not already acquired further rights thereto.

1.21.2.6 All rights to elaborations created by or for the client remain exclusively with the client. These elaborations are to be treated as business and trade secrets of the client.

1.21.3 Interpretative rules for licence definitions

In the event of an agreement on usage restrictions as defined by § 40d (4) Copyright Act (UrhG), the following applies:

(1) The use by the client must not be hindered by the restrictions.

(2) When "processors" are mentioned, processors with pipelining, hyperthreading or more than one core, etc. (e.g. dual core) are considered as one processor. The performance of the processor does not matter. A limitation to certain CPU numbers is not considered as agreed. The use of software on processors of test and backup systems does not require a separate agreement or remuneration.

(3) A limitation to certain CPU numbers is not considered as agreed. In any case, the client is entitled to use and operate all licenses and supporting tools specified in this agreement on stand-alone test, training and backup systems (clients and servers) without restriction. The licenses and tools required for this - including ongoing software maintenance - do not require a separate agreement or remuneration.

(4) When referring to a number of "licenses" or "users", this is to be understood as the number of concurrent users. Users are exclusively natural persons working directly with the licensed software. If multiplexing hardware is used, not every user at the multiplexing front end is considered as a user in the sense of the license definitions.

(5) The license definitions may not be interpreted in such a way that a mere change in the technical infrastructure results in requiring additional licenses, as long as the actual scope of use of the affected application measured in processors or users is not expanded as a result.

(6) Changes in the license definitions of standard software that are made after the conclusion of the contract only apply to the client to the extent that they do not result in any disadvantages for the buyer.

1.21.4 Transfer of rights of use and maintenance contracts

1.21.4.1 The client is entitled to transfer the aforementioned rights to standard or custom software as well as maintenance contracts to ÖBB-Holding AG as well as to the companies affiliated with it as defined by § 189a Z 8 of the Austrian Commercial Code in whole or in part. With the transfer of the rights of use to standard or custom software, the client is entitled to also transfer the valid maintenance contracts concluded with the contractor to the buyer.

1.21.4.2 With the transfer of the rights of use to standard or custom software, the client is entitled to also transfer the valid maintenance contracts concluded with the contractor to the buyer.

1.21.5 Freedom of rights of third parties

1.21.5.1 If the client is held liable for infringement of intellectual property rights of third parties due to use of the IT components or if the client is threatened with being held liable, the client is to notify the contractor without undue delay. The client is to give the contractor the opportunity to defend the claim or to fully enforce its rights and support the contractor in this as far as possible.

1.21.5.2 The contractor is to indemnify and hold the client harmless in the event of infringement of third-party property rights in connection with the agreed service.

1.21.5.3 Part of the damage to be compensated also includes payments for out-of-court settlement of disputes, which the client is permitted to negotiate with the contractor's consent. The contractor is not to unreasonably withhold such consent. If the contractor does not respond within fourteen days of being informed of the method of dispute resolution, this is deemed as consent to the out-of-court settlement of the dispute.

1.21.6 Data ownership

1.21.6.1 If data of any kind (e.g. physical values, such as temperature, or determined or calculated values) are processed within the scope of or due to the execution of the contract (hardware purchase contract: in particular installation, implementation, rectification of defects, firmware updates, decommissioning; software user contract: in particular installation, implementation, software updates; maintenance contract: in particular maintenance, support),

if data such as useful life, trends, operating times, GPS data, error data, operating data, usage data) relating to information technology, the Internet of Things, operational technology and plant engineering is recorded, generated or processed, this data may - unless otherwise stipulated below - be used exclusively by the client for any purpose and in any way whatsoever, the client is exclusively entitled to use, modify, edit, elaborate, duplicate, exploit, distribute, broadcast, perform, present or demonstrate this data for any purpose and in any manner whatsoever, without any limitation in terms of time, subject matter or territory, to sell or pass it on to third parties, to transfer rights of use to third parties at its discretion or to have the further development conducted by third parties. It is stated for clarification that this applies to all data generated in connection with the delivery object or service over the entire period from installation to decommissioning.

1.21.6.2 The client is especially entitled to control the handling of recorded, generated or processed data at their own discretion immediately after its creation.

1.21.6.3 Under no circumstance is the client entitled to publish recorded, generated or processed data or to disclose it to third parties, with the exception of its subcontractors, suppliers and auxiliary contractors who are subject to an obligation of non-disclosure.

1.21.6.4 The contractor is obliged to notify the client in writing, no later than two weeks after the conclusion of the contract, but before the start of the provision of services, which data of any kind is to be recorded, generated or processed in connection with the execution of the contract. The contract is to specify in which form (format, intervals, interfaces and/or data carriers to be used, etc.) the contractor is to provide the client with recorded, generated or processed data (raw data, scaled final values, reports, metadata). The contractor is not entitled to any separate remuneration in this regard. Should the recorded, generated or processed data of any kind change in whatever form (scope, type, format, etc.) in the course of the performance of the contract, the contractor is to promptly notify the client thereof in writing without requiring a separate request.

1.21.6.5 Insofar as recorded, generated or processed data is personal data within the meaning of the General Data Protection Regulation, a commissioning agreement is concluded between the client (as the responsible party) and the contractor (as the commissioned processor) with regard to the use of such data.

1.21.6.6 Data which indicate an impairment of a safety function or show such an impairment are to be communicated immediately in writing to the client as well as to the normative/legal technical and economic plant managers (TWA) for the protection of life and limb.

1.21.6.7 The contractor is only entitled to the rights of use and exploitation specified below:

(1) If the contractor provides defect rectification, maintenance and/or support services with regard to the object of delivery or service, it is entitled to use the data directly required for this purpose in respect of defect rectification, maintenance and/or support after a written release and review by the client.

(2) If the contractor wishes to use recorded, generated or processed data for the improvement and enhancement of its products, it must notify the client in advance, stating which data is to be used, and obtain the client's consent. In individual cases, conditions and restrictions with regard to the use of the data required for this purpose must be agreed in writing in advance. The contractor is to notify the client without undue delay in writing about improvements and enhancements to the object of delivery or service which are based on the evaluation of the data provided. The contractor is grant the client the use of the improved or enhanced delivery item or service at no cost to the extent of the original delivery item or service.

1.22 Special liability of multiple contractors

1.22.1 If more than one contractor is employed at the place of performance, they are liable for all damage to buildings, corridors and other damage caused during their work, provided that the authors of such damage cannot be determined, on a pro rata basis in proportion to their original contract sums, in terms of amount within the limits set out in 1.20.

1.22.2 The same applies in the event that several contractors are commissioned with the creation or operation of an IT system, obligations to pay damages arise in the process and the party causing the damage cannot easily be determined.

1.22.3 Each contractor liable is free to prove that neither the contractor nor its employees, subcontractors or suppliers could have caused

the damage.

1.22.4 An agreed liability retention is if necessary able to be used against subsequent payment to cover the claims for damages of the client stipulated in 1.22.1 and 2.

1.23 Accident reports, insurance

1.23.1 Accidents must be reported to the client's representative immediately by telephone; a copy of the accident report must also be submitted.

1.23.2 The contractor is to provide full insurance coverage for its employees and other workers against occupational accidents in such a way that no claims whatsoever can be asserted against the client as a result thereof, and indemnify and hold the client harmless in the event that such claims are asserted against it.

1.23.3 The contractor is to take out liability insurance corresponding to the possible extent of damage resulting from its activities - but at least with a coverage of EUR 100,000 and to provide written verification of the cover to the client upon commencement of its activities.

1.24 Pricing, remuneration

1.24.1 All prices are fixed prices and net prices as defined by § 11 of the Value Added Tax Act 1994. The prices apply free place of performance or use or place of delivery (Incoterms 2020 - "DDP"), unloaded.

1.24.2 The agreed prices are to cover all the contractor's services and ancillary services (1.25). Any remunerations not expressly specified in the contract are excluded.

1.24.3 If a discount is expressed in a certain percentage, it refers to the actually executed quantity as well as to corrected and to newly agreed prices.

1.24.4 Additional expenditures required to comply with the completion dates or deadlines specified in the contract (1.15.1), such as in particular overtime pay, costs of multi-shift operation and costs incurred due to external circumstances such as weather conditions, impacts of railway operations or similar additional expenses, is not to be remunerated separately if this is already expected at the time the offer is submitted or if the contractor is responsible for the otherwise impending delay in performance.

1.24.5 If there are differences (calculation errors) between the agreed prices (unit or fixed-sum prices) and the price breakdowns relating to them, the price breakdowns are to be corrected in proportion to their shares in the price, unless otherwise specified.

If the contractor reduces the list prices for parts of the services between conclusion of the contract and delivery or performance, the price reductions are also applied to the respective contract.

1.24.6 Price increases as a result of transmission and calculation errors in the offer are excluded, as are those in the event of execution of the order contrary to the agreement.

1.24.7 Fees for maintenance are not to be charged until the first calendar month after the end of the warranty period, as the maintenance fee during the warranty period is part of the one-time flat fee.

1.24.8 Any unpredictable additional work to be remunerated on an hourly basis may not be commenced until ordered by the client. The records of the management payments are to be submitted for confirmation and recognition by the 20th calendar day of the following month at the latest; records submitted late are not recognised.

Records are to contain in particular the names of the staff, the date and a short description of their service as well as the number of hours and the hourly rate.

1.25 Ancillary services

Ancillary services of the contractor (1.24.2) are in particular:

(1) any possibly necessary supplements to the project documents (e.g. workshop plans, detailed plans, schedules, etc.), especially with variant, alternative and amendment offers and any translations;

(2) the involvement of any competent specialist staff;

(3) determining the exact location of installations in the location where services are provided;

(4) obtaining all official permits and approvals of third parties necessary to perform the work;

(5) the survey work at the place services are provided prior to work commencing including recording the actual status;

(6) preparing, providing and reviewing documentation and training and performance documents;

(7) performing quality and functional tests, commissioning and test run (2.17);

(8) participation in the joint construction panel;

(9) the delivery and collection of all materials, auxiliary materials and accessories;

(10) all safety precautions;

(11) the provision of any auxiliary substances (e.g. water, electricity, fuel, telephone, etc.) necessary for the service as well as the required connections and meters;

(12) lighting at the place where services are provided;

(13) protecting the work from the influence of weather;

(14) the furnishing of the workplace and their removal after completion of services;

(15) the required usage of tools, equipment and facilities;

(16) the additional expenditure resulting from step-by-step implementation;

(17) supervision at the place of performance;

(18) all insurance premiums;

(19) the complications caused by cable installations;

(20) the clean-up and any ongoing cleaning work;

(21) the cleaning of all own manufactured or contaminated work parts or of parts originating from third parties;

(22) the removal of all residual and packaging materials, equipment and facilities;

(23) the returning of working and storage areas, access roads, railway sidings etc. provided by the client and/or by third parties to their former state;

(24) any construction site and central management;

(25) the contract establishment costs including all related fees and charges;

(26) the correction of all defects and any other damage that have occurred prior to expiration of the warranty, liability and limitation periods;

(27) invoicing and providing all related records, statements, plans, etc.;

(28) all statutory and collectively agreed expenses of the contractor;

(29) the fringe benefits listed in the ÖNORMs with pre-standardized contract contents, fees and tariff regulations or standard service descriptions.

1.26 Invoicing - assignment note

1.26.1 General Information

1.26.1.1 Single copies of invoices and calculation bases (such as quantity calculations, etc.) are to be submitted to the workplace of the client specified in the contract.

1.26.1.2 The invoice are to comply with the legal requirements (especially § 11 of the Umsatzsteuergesetz 1994 (VAT Act)) and in addition with the following points:

(1) Name and address of the place to which the invoice is to be submitted;

(2) Account of service performed, broken down in accordance with the economic units and processes (sub-groups) provided by the client, quoting the line item, including line item short texts and enclosing all documents required for verification; the order and the wording of the line items are to comply with the contract specifications;

(3) SAP order number and order date, and

(4) IBAN and BIC codes of the contractor's bank account.

If this information is missing, the contractor bears all costs, expenses, fees and other additional costs incurred by the client as a result in this regard.

1.26.1.3 Unless otherwise agreed in writing, the contractor is obliged to issue and transmit electronic invoices (e-invoices). Invoicing is to be effected through https://www.erechnung.gv.at . The order reference made known to the contractor and consisting of the code "OEBB/" and the ten-digit SAP order number is to be indicated and the address contents pursuant to 2.25.1.2 (1) presented in the invoice header (observing the sequence) as follows:

ÖBB company
Road/Street Nr.,
Postcode Place Business
Center Address 1000
Vienna

If the contractor does not know an SAP purchase order number, it is mandatory to enter the code "OEBB/" and the three-digit business centre address in the order reference field. In addition, the ÖBB contact person or order party must be indicated in a separate field.

The invoice is only able to be processed and assigned if the above requirements are met. The e-invoice is only deemed to have been properly submitted after it has been reviewed for formal errors and accepted by the client. Invoices which are not in compliance with these conditions are not to effect the due dates for payment and are to be returned.

1.26.1.4 If a claim against the client is assigned, any notification of the client of this is to be provided exclusively in the form of a note in bold type in the invoice header.

1.26.2 Part payment invoice, part payment, payment plan

If progress payments are arranged in individual cases, the contractor is entitled to demand such payments monthly during the performance or in accordance with an agreed payment plan in each case based on the interim invoice. The due date for the monthly invoicing period is the last day of the month.

1.26.3 Partial closing and final invoice
Partial final and final invoices are to be submitted by the contractor together with all settlement schedules and receipts. Invoices are to be designated as partial final or final invoices if they are preceded by interim invoices. Progress payments are to be listed and offset.

1.27 Payment
1.27.1 The payment periods (1.27.2) - with the exception of interim invoices (1.26.2) - are only to be effected once the contractual services have been provided free of defects and the risk has passed to the client (1.18.5).
1.27.2 Payments are to be made within 30 days of receipt of the invoice or the document otherwise triggering the payment deadline. The client is entitled to deduct the respectively agreed discount from each invoice total (regardless of whether prepayment, partial, interim or final invoice) or from its indisputable part of the amount otherwise due for payment providing this amount or the undisputed part of this amount is paid within the respectively agreed discount period. Discounts deducted correctly remain unaffected if the agreed payment or discount period is not met for other payments. The payment or discount period is only set in motion once the client receives an invoice corresponding to these contractual conditions. If the proper invoice is not received by the client until after the passing of risk, the payment or discount period is not effected until the invoice is received.
1.27.3 If a consortium is a contractor, it is, when placing the order, to disclose a bank account to which all payments under this order are to be made with the effect of discharging the debt.
1.27.4 The client is to make payments exclusively by bank transfer.
1.27.5 The contractor is not entitled to any further claims due to delay of payment other than the statutory default interest and statutory compensation for recovery costs.
1.27.6 Acceptance of the final payment on the basis of a final or partial final invoice excludes subsequent claims for services rendered in accordance with the contract, unless the contractor has expressly reserved such claims in the invoice or does not assert them in writing, electronically or by fax within three months after receipt of the payment; the reservation is to be substantiated in writing, electronically or by fax.
If the final payment deviates from the invoice amount, the three-month period is not to be effected by the client prior to written, electronic or fax notice of the transparent source for the difference.

1.28 Place of performance, place of jurisdiction, choice of law and dispute agreements
1.28.1 The place of performance for payments under this contract is Vienna.
1.28.2 The exclusive place of jurisdiction for all (legal) disputes arising from or in connection with the contract is Vienna. The client is however at its discretion entitled to file actions arising from or in connection with the contract with any court, which in accordance with the contract is factually and locally competent for the regulatory provisions of the country in which the contractor has its business or residence.
1.28.3 All (legal) disputes arising from or in connection with the contract are governed exclusively by the Austrian substantive rules, excluding the UN Convention on Contracts for the International Sale of Goods.
1.28.4 In the event of (legal) disputes, the contractor is not entitled to withhold or even discontinue its contractual services.

1.29 Final provisions, definitions
1.29.1 The order number of the client is always to be clearly indicated on all documents intended for the client, such as invoices, credit bills, payrolls, control reports, bills of lading, consignment notes, shipping and delivery bills, sections of accompanying addresses, packing slips and the like. In the correspondence the letter references of previous correspondence are to be listed in addition to the order number. In case of doubt, documents without these details are considered as not having been received. If the order number is not specified, the client is entitled to refuse to accept or return items that have been received at the expense and risk of the contractor.
1.29.2 The contractor is to always use the German language in all correspondence, in particular also for inscriptions, product descriptions, operating instructions and instructions for use, etc.
1.29.3 Conclusion, amendments and supplements to this contract as well as all declarations in the course of the performance of the contract are subject to the written form or to fax or electronic transmission.
1.29.4 All fees and charges related to the performance of the contract are payable by the contractor.
1.29.5 If any provision of these GTC should be invalid or

contain an omission, this has no affect on the legal validity of the remaining provisions. In this case, the client and the contractor agree to replace the invalid provision with a valid provision closest to the economic intent of the invalid provision.
1.29.6 All ÖNORMs are available from Austrian Standards plus GmbH (A-1020 Vienna, Heinestraße 38).
1.29.7 The contractor hereby gives its consent that the client is entitled to transfer all rights and obligations under this contract to ÖBB-Holding AG as well as to the companies affiliated with it within the meaning of § 189a Z 8 of the Austrian Commercial Code (Unternehmensgesetzbuch) as well as to individual companies of such companies (irrespective of the date of their formation or the date on which ÖBB-Holding AG gained control), so that such companies are entitled to claim all rights under the contract in the same way as the client, but must then equally assume all obligations under this contract. Similarly, the contractor hereby gives its consent that the aforementioned companies, in agreement with the client, is entitled to enter into the contractual relationship alongside the client with the same rights and obligations.
1.29.8 Headings in these GTC are for convenience only and do not interpret, limit or restrict the respective provisions.

1.30 Information requirements
1.30.1 The contracting parties are to exchange important information concerning the subject matter of the contract in a timely manner as needed.
1.30.2 The contractor is to notify the client continuously about available new versions of the IT components for five years from the day of installation / day of commissioning of a purchase or for the duration of a rental, maintenance or service relationship, report known defects of the IT components without being asked to do so or grant the possibility of inspecting information databases accessible to the client accordingly. Furthermore, the contractor is to notify the client in due time, but at least twelve months prior to the actual date, about an imminent discontinuation of the production of spare parts or the maintenance of IT components and also to offer generally available improvements upon request after the end of the warranty/guarantee/maintenance.
1.30.3 If the contractor fails to comply with its reporting obligation in the event of critical errors, although this error is generally known to insiders or should have been known to the contractor with due diligence, and if the client incurs expenses as a result (e.g. due to troubleshooting, tests, ...), the contractor is to compensate the client for this damage irrespective of whether its culpability is proven or not.

1.31 Definitions of terms
Unless otherwise agreed in individual cases, the following definitions apply.
1.31.1 Standard software and standard software components of the contractor or third parties are all software and software components which are available to or existed at the contractor or third parties at the time the contract is concluded and that are merely parametrized or configured by the contractor or third parties attributable to it or at third parties for the performance of the agreement. Standard software and standard software components of third parties are any software and software components that are not or have not been produced by the contractor itself for the purpose of distribution in an equally standardized form and are therefore obtained by the contractor from a third party and, moreover, are already available or exist at the third party at the time the contract is concluded and are merely parametrized or configured for the performance of the agreement.
1.31.2 Custom software and custom software components of contractor or third parties attributable to contractor are all software and software components not covered by the definition of standard software and standard software components, in particular software and software components custom (newly) produced for the client in accordance with the client's specifications after conclusion of the contract.

1.32 Provision of statistical data
The contractor undertakes to provide, on request by the client, statistics on the scope of its business relationship with the client (e.g. number of delivered quantities or "licenses" of software, expenses for maintenance services, quality statistics on operation and maintenance services, billing parameters for telecommunication services,
in electronically readable format once or periodically.

1.33 Possible consequences of a business (partial) transfer
1.33.1 In the event that third parties assert the existence of a business (partial) transfer when placing a new order with the contractor, the contractor is to indemnify and hold the client harmless for all claims arising from or in connection with a business transfer. Insofar as claims are asserted in this context, the contractor is to have the immediate duty to notify the client of the claims, to provide it with all information and to make documents available to it so that a defence against claims can be made to the best possible extent.

to provide it with all information and to make documents available to it so that a defence against claims can be made to the best possible extent.
1.33.2 In the event of an operational (partial) transfer, the contractor warrants that it complies with all obligations arising from the relevant statutory provisions, in particular §§ 3 et seq. of the Austrian Labour Contract Law Adjustment Act (AVRAG), and indemnifies and holds the client harmless in this respect.

2. Special regulations on entering railway facilities

2.1 Consent to enter railway premises pursuant to the Railway Protection Regulations (EisbSV)
If the construction site or parts thereof are covered by the prohibition of entry in accordance with § 47 of the Railway Act 1957(Eisenbahngesetz), staff of the contractor, subcontractors and suppliers are only permitted to use the areas covered by the prohibition of entry with a declaration of approval from the responsible ÖBB company and safe entry is guaranteed though operational measures and trained railway employees. If the provision of trained railway staff has been waived under special contract stipulations, the contractor is to provide the aforementioned staff with permit cards as defined by EisbSV at its own expense.

2.2 Work in the prohibited area
Work in the prohibited area is only permitted in accordance with the instructions of supervisory personnel and in compliance with the general operational and legal requirements.

2.3 Exceptions from the consent to enter railway facilities pursuant to EisbSV
No declarations of consent/permit cards as per 2.1 need to be requested for defined railway installations as specified in the special contractual provisions which need to be accessed as part of the performance of the contract and for which there is no risk of railway operation.