

General Terms and Conditions (GTC)**ERGO Versicherung AG / ERGO International AG****1. AREA OF APPLICATION**

1.1 If incorporated as a subject of the contract, these General Terms and Conditions of Purchase apply to all contractual relationships on orders for and the supply of goods, work and services (“Goods” or “Goods and Services”) between the ERGO Versicherung AG, ERGO International AG (“ERGO”) and their contractors (“Contractors”).

2. AREA OF APPLICATION

2.1 If a specific item of Goods or Services is ordered, the Contractor is liable for bringing about the item’s proper functioning, unless otherwise agreed. This is defined separately in a performance specification and a requirements specification. Delivery is deemed to be complete when the Goods and Services have been put to productive use, all agreed documentation has been submitted and, if the services are of a digital nature, the object codes have been submitted and suitable instruction and training have been given.

2.2 ERGO will contact the Contractor to select a consultant/Responsible Person who will accept prime responsibility for the execution of the matter in question (“Responsible Consultant”; “Responsible Person”).

2.3 Responsibility for the project/assignment resides with the Responsible Consultant/Responsible Person who must ensure that duplication of work is avoided, particularly in the replacement of staff during ongoing projects. Transfer or delegation of such responsibility must be agreed in advance by ERGO.

2.4 The work must be carried out as cost effectively as possible. Where feasible in the light of the extremely high quality of the specialist/legal Goods and Services required by ERGO, and unless otherwise agreed with the primary contact person, tasks must be delegated to team members on a lower hourly rate, provided they have the relevant knowledge and experience.

2.5 Non legal tasks such as typing, copying, printing, faxing, stapling, sorting, filing, delivering files to court or to the other party and arranging appointments are to be performed by secretarial staff, clerical staff and/or couriers. ERGO will not pay fees invoiced to it in respect of such administrative and/or clerical work.

2.6 The Contractor will perform the services in accordance with the recognized technological and quality standards at the time of the conclusion of the contract. Hardware must be CE certified and comply with valid ÖVE and UVV (Accident Prevention) Regulations when delivered. Software must be supplied in accordance with the principles of proper data processing and relevant quality standards. Goods and Services must be comprehensively inspected and tested prior to supply.

2.7 All digital data within the scope of the Goods and Services to be supplied by the Contractor must be investigated for malware using the latest testing and analysis processes prior to supply and use in order to minimize potential risks. The data carrier may not be used if malware is detected. If the Contractor detects malware in the Client’s premises, the Contractor must so inform the Client immediately. The same obligations apply for every form of electronic communication.

2.8 The Goods and Services must be supplied at the place of performance and at the time of performance otherwise performance risk and risk of price variation do not pass to the Client. If no place of performance is agreed, the place of performance is the Client's registered office.

2.9 Where legally permissible, ERGO must be informed immediately as soon as an existing or potential conflict of interest can be identified. ERGO, for its part, will investigate every potential conflict of interest and is prepared to give corresponding waivers provided its own interests and its relations with the Contractor are not thereby impaired.

2.10 ERGO may require that the Contractor's services be performed by specific qualified partners or members of the Contractor's staff. ERGO may require the replacement of a partner or member of the Contractor's staff at any time if an objective reason exists for doing so. In particular, an objective reason is deemed to exist if repeated complaints are reported about the partner or a member of the Contractor's staff. The Contractor is only be entitled to replace a partner or staff member without ERGO's consent if such a partner or staff member is prevented from performing the contractual duties for reasons beyond the Contractor's control, and completion of the relevant contract on time is thereby jeopardized. In each case, replacement must only be by a partner or member of staff with equal qualifications. The Contractor will notify ERGO promptly of any substitution of a partner or member of staff in writing and introduce the new partner or staff member intended for the assignment to ERGO. ERGO is entitled to refuse the deployment of partners or staff if there is an objective and justified reason for doing so.

2.11 ERGO will give the Contractor the support it needs to render/supply the Goods and Services due, in particular by the prompt provision of any information and documents required.

2.12 ERGO gives no guarantee as to the accuracy and completeness of any documents or information it provides. The Contractor is obliged to advise ERGO of any discrepancies in the information and facts communicated by ERGO, particularly in any numerical data.

2.13 Insofar as the Contractor renders the Services on ERGO's premises, it must comply with the safety and accident prevention regulations applicable to such premises. Before performing the Services in ERGO's premises the Contractor must inform itself about the current safety and accident prevention regulations and take steps to comply with the statutory requirements of the Temporary Employees Act (Arbeitskräfteüberlassungsgesetz).

2.14 ERGO will ensure that no actions within its sphere of responsibility are taken which could trigger an application of the Temporary Employees Act.

2.15 All persons and sub-contractors employed by the Contractor in ERGO's premises are obliged to wear outside company identity badges and name tags carrying their company's name. The Contractor is responsible for the provision of the name tags.

2.16 The Contractor will only use its staff for the performance of the contractual obligations. The Contractor must ensure that ERGO suffers no legal disadvantages in connection with the performance of the Services. If ERGO incurs any prejudice or costs imposed by employment or social insurance legislation due to a breach of employment or social security law by the Contractor or by the use of self-employed persons, the Contractor will immediately indemnify ERGO against such costs or prejudice. This obligation of the Contractor to indemnify ERGO includes all costs arising to ERGO in defending itself before the courts or extra judicially against third party claims under employment or social security law.

2.17 When performing the Services in ERGO's premises, the site rules and the safety and accident prevention regulations applicable to the site must be obeyed. The Contractor must inform himself about the applicable rules and regulations prior to the commencement of work.

3. RIGHTS TO THE RESULTS OF WORK / COPYRIGHT

3.1 ERGO will receive from the Contractor the irrevocable and exclusive right without restriction as to place, time and content, to use or to cause others to use the Services rendered by the Contractor, particularly in the event of an amended or adjusted supply of Goods or Service such as software in the source and object code, amendments, adaptations and other modifications or additions to standard software in which amendments are made to the source codes or the source codes are reprogrammed, as well as databases which are compiled and database systems ("Results of Work") in all intermediate and final stages, including in an edited and remodelled form, as well as the right to continue and enhance the software provided.

3.2 The Contractor will transfer to ERGO the simple right which cannot be unilaterally terminated and is unrestricted in time and place, to the use of the agreed Services not specifically created for ERGO but which were created from the outset for licensing to multiple users in the market, for example licenses for hardware and software. ERGO is entitled to the use of the Services supplied irrespective of the place and on its own or third party hardware including by third parties acting on behalf of ERGO.

3.3 ERGO is also entitled to use the Goods and Services such as software at all companies affiliated to ERGO within the meaning of § 15 ff of the Stock Corporation Act ("Affiliated Companies") and to transfer the rights of use to the Affiliated Companies, but in so doing must comply with the provisions on the number of authorized users.

3.4 ERGO and the Affiliated Companies are entitled to make and store copies of the Goods and Services for security and archiving purposes.

3.5 The use of OSS (open source software) requires the prior written consent of ERGO. The Contractor is obliged to inform ERGO if software which is supplied as part of the supply of Goods and Services consists of OSS in whole or in part.

4. WARRANTY RIGHTS / GUARANTEES

4.1 The Contractor must promptly rectify material defects free of charge. In the case of Services under a contract for work and services, ERGO has the right to subsequent performance free of charge.

4.2 ERGO will examine the Goods and Services for defects within a reasonable period of time. A defect will be deemed to have been notified in time if the Contractor has received notice thereof within four weeks of discovery of the defect.

4.3 ERGO may set an appropriate deadline for the rectification of defects. If the rectification fails, ERGO may, at its own discretion, continue to require rectification or may rectify the defect itself or cause the defect to be rectified at the Contractor's expense.

4.4 If defects in Goods and Services are due to circumstances for which ERGO is responsible, the Contractor will rectify them if so required by ERGO in so far as this is reasonable, and at a reasonable price.

4.5 In particular, the Contractor will ensure by means of corresponding agreements with its employees, self-employed persons working for the Contractor and any other vicarious agents that the contractual use is not impaired by any copyrights or other rights of such employees, selfemployed persons and vicarious agents and that it is entitled to transfer any such third party rights to ERGO to the extent described above. If claims are brought against ERGO by a third party for alleged breaches of copyrights or protective rights, the Contractor will immediately hold ERGO harmless against these claims and will enable ERGO to continue using the Goods and Services as in the contract. The Contractor's duty to indemnify ERGO also relates to expenses incurred ERGO due to or in connection with a third party claim. ERGO will coordinate the legal defense with the Contractor.

4.6 The rights arising from Clause 4.5 become timebarred three years from acceptance or termination of the Goods and Services.

5. HAND-OVER OF GOODS AND SERVICES UNDER A CONTRACT FOR WORK AND SERVICES

5.1 In the case of Goods and Services supplied or rendered under a contract for work and services, the Contractor will hand the results of the work over to ERGO along with a written statement that the work is complete and will request a meeting with ERGO. This presentation and discussion is included in an agreed fixed price.

5.2 For the purchase of delivery services and construction services, the written contract concluded with the contractor in advance shall apply or such a contract shall be concluded by the order on the basis of the offer submitted. Subsequent changes to prices or delivery conditions require the express acceptance of ERGO. This must be clarified prior to delivery or performance.

The place of performance for the delivery or service shall be the place of delivery stated in the contract or specified in the order (station, warehouse, etc.). The place of delivery must be stated on delivery bills and invoices.

Unless otherwise agreed, delivery shall be free domicile or free place of delivery. The Contractor shall bear the costs of shipment or transportation to the delivery address, including all associated public charges, taxes and fees as well as insurance. Cash on delivery shipments will not be accepted. The delivery bill must be handed over with the delivery or, in particular in the case of deliveries by third parties (post office, forwarding agent, courier service, etc.), must be visibly affixed to the outside of the outer packaging.

6. REMUNERATION AND INVOICING

6.1 Goods supplied by the Contractor remain the property of the Contractor until payment of the agreed price has been received in full by the Contractor. The Client is not entitled to pledge or transfer goods possessed by the Contractor as security. The Contractor will bear the risk of accidental loss or accidental deterioration of all Goods supplied up to the hand-over of the Goods to the Client or delivery to the location specified by the Client.

6.2 The basis for the Contractor's entitlement to remuneration is always the written order from the Client accepted without reservation by the Contractor or a written contract between the parties. Any payments made by the Client do not signify agreement to variations from the order. Every claim for remuneration over and above the order requires a prior written order from the client which is accepted without reservation by the Contractor.

6.3 Travelling expenses and travelling time as well as miscellaneous out of pocket expenditure will only be paid or reimbursed if this is expressly agreed and ERGO has agreed to the journey. In this respect the provisions of ERGO's Travelling Expenses Guideline for External Service providers apply.

6.4 Austrian Value Added Tax as defined by law must be added to all remuneration and costs which are to be reimbursed. Other taxes may only be shown in invoices in addition to the agreed remuneration if they are tax neutral for the Client i.e. the Client can deduct them from its tax liability. If the reverse charge process is used, the invoices must be rendered strictly net.

The Contractor and the Client will ensure that all steps are taken to avoid double taxation in accordance with the national regulations and an agreement on the avoidance of double taxation between the country in which the Contractor has its registered office and the country in which the Client has its registered office.

6.5 In the case of a contractual relationship with a foreign contractor, ERGO shall pay the VAT to the tax office using the reverse charge procedure if this is mandatory for ERGO as a customer. Invoices shall be issued net.

If ERGO as the client is obliged to withhold tax in accordance with Section 99 of the Austrian Income Tax Act (EStG), and if the conditions for full or partial relief from withholding tax are met on the basis of double taxation agreements, the contractor shall submit the documentation requirements for relief at source specified in the DTA relief regulation to ERGO at the latest before the first payment.

6.6 Payments will only be made in the basis of invoices which the Contractor must prepare in accordance with the relevant provisions of law. Invoices must always be sent to the invoice address stated in the order. If information about the Client needed for invoicing is not available, particularly the ERGO order number, the Contractor will immediately inform the Client of this and reject the invoice.

6.7 Invoices must always be submitted electronically (the e-billing process).

6.8 Unless otherwise agreed, the Contractor will invoice its Goods and Services after their acceptance or after the Service has been properly performed in full. Third party services and out of pocket expenses must be invoiced along with the remuneration and shown separately. Corresponding receipts must be attached to the invoice.

6.9 The Contractor may only invoice partial payments if this has been expressly agreed in writing. Partial payments or payments on account are always made subject to acceptance and/or proof of complete and proper performance by the Contractor.

6.10 Undisputed invoice items are due for payment according to the payment term agreed in the individual contract after receipt of a proper and verifiable invoice. The period commences with the receipt of the invoice by ERGO. If the invoice contains individual items which are in dispute, ERGO may delay payment of the disputed items until final clarification. The Contractor has no rights of retention or rights to withhold performance because of non payment of disputed invoice items.

6.11 Payments do not imply any recognition of the Goods or Services being in accordance with the contract.

7. QUALITY ASSURANCE

The Contractor must have a suitable Quality Assurance system, which corresponds to the state of the art. ERGO is entitled to carry out quality audits during the Contractor's normal office hours for the purpose of quality assurance or arrange for such audits to be carried out by third parties who are not competitors of the Contractor.

8. DATES, DEADLINES AND DEFAULT

8.1 If the Contractor fails to comply with delivery deadlines and is responsible for such failure, it is in default without any reminder being necessary. In the event of default, ERGO is entitled to the rights and claims defined by law. However, in the event of force majeure or temporary hindrance to performance for reasons beyond the Contractor's control, the agreed deadlines are automatically extended for a reasonable period. In such cases the Contractor must immediately inform ERGO and also inform the latter of the likely duration of the delay.

8.2 In the event of default, ERGO is entitled to claim a contractual penalty amounting to 0.1% of the net remuneration agreed in the contract for each day of default but not more than 5% of the net contract value. ERGO reserves the right to assert additional claims.

9. LIABILITY

9.1 The Contractor is liable without limitation in the event of intent, gross negligence, loss of life, bodily injury and impairment of health and the fraudulent concealment of a defect.

9.2 In the event of a breach of an obligation due to ordinary negligence, the Contractor is only liable to the Client with the sum covered the liability insurance, but at least three times the order value.

9.3 The above limitation of liability also applies in the event of any claims for compensation by the Client against partners, staff or persons working on behalf of the Contractor or of a company affiliated with the Contractor.

9.4 Liability under the Product Liability Act (Produkthaftungsgesetz) remains unaffected.

9.5 The Contractor must use qualified and experienced staff when executing the order. In the event of repeatedly deficient performance of the Services/supply of the Goods or of other serious misconduct, the Client can demand the immediate replacement of the staff in question. The Contractor must pay for any periods of staff training or for any costs which accrue. The Contractor is liable for the fault of persons it uses to fulfill its contractual obligations in accordance with the provisions of Sections 1313a, 1315 ABGB.

10. CONFIDENTIALITY

10.1 The Contractor is obliged to use all information and materials which it receives in connection with the execution of the order only for the performance of its obligations owed to ERGO. The Contractor is also obliged to maintain confidentiality in respect of all information of which it becomes aware in the course of the order and its execution. The Contractor must also maintain confidentiality about the conclusion of the contract as well as the object and content of the order and must prevent such information from coming to the knowledge of and being used by third parties. The Contractor may only disclose information to persons involved in the performance of the contract to the extent necessary for the performance of the order. The

Contractor will ensure that its staff and vicarious agents comply with this obligation. The duty of confidentiality continues to apply for 10 (ten) years after the termination of the contract.

In case of breach of the above mentioned a penalty of EUR 1000 per breach shall be due; damage claims of ERGO exceeding that amount shall not be affected thereof.

10.2 The duty of confidentiality in accordance with Clause 10.1 does not apply to information which

- is in the public domain or is placed in the public domain through no fault of the Contractor,
- can be shown to have been in the possession of the Contractor prior to disclosure,
- was independently developed by the Contractor, or
- is information that must be disclosed by law or on the basis of administrative or court orders.

10.3 If so required by ERGO, the Contractor is obliged to return, destroy or permanently delete all confidential information and material, irrespective of the form in which it received them, all records or information developed on the basis of information passed to it as well as all copies thereof unless statutory retention periods dictate otherwise and confirm this to ERGO in writing.

10.4 ERGO may make access to its business premises and IT systems dependent on further conditions. ERGO may require in particular that the Contractor's employees and vicarious agents who receive a pass giving them access to ERGO's business premises or an IT account commit themselves in an appropriate manner to maintain particular confidentiality.

10.5 The Contractor is obliged to treat all technical, commercial and organisational details which are not in the public domain and come to its knowledge through the business relationship with ERGO as a business secret and neither make use of this information for its own purposes nor make it accessible to third parties during the term of this contract or after its termination. Records are only permissible to the extent required by the purpose of the contract.

10.6 The Contractor will only use the information and documents which have been or will be made accessible to it in the context of the cooperation with ERGO for the performance of the tasks assigned to it. The same applies to any type of initial business introductions.

10.7 If the Contractor has any indications that unauthorized third parties can have acquired knowledge of the information and data, it must so inform ERGO without delay and, in agreement with ERGO, take all necessary steps to shed light on the facts of the matter and, if applicable, to prevent future access.

10.8 The Contractor will apply the care of a prudent business person to all confidential matters and at least the same care it takes in the treatment of its own confidential information.

10.9 After completion of the order the Contractor undertakes to return to ERGO all the information, data, documents and storage media it has received. The Contractor will also remove all data and information from its data processing equipment and return to ERGO all copies of the data and storage media at ERGO's option or destroy the copies in such a manner that reconstruction is impossible. If so required by ERGO, the Contractor will provide proof of the return or destruction of all copies etc. and confirm this in writing.

11. DATA PROTECTION

11.1 The Contractor undertakes to comply with the relevant data protection laws and in particular to place its staff and vicarious agents under an obligation of data secrecy as defined in § 6 of the Federal Data Protection Act (Datenschutzgesetz).

11.2 The Contractor is obliged to comply with the applicable data protection legislation and in particular to place its staff and other vicarious agents under an obligation of confidentiality and data protection in accordance with the requirements of the EU's General Data Protection Regulation and to supply proof thereof to ERGO if so requested.

11.3 Before commencement of the Services the parties will examine, if necessary with the involvement of the company's Data Protection Officer, which requirements of data protection law will apply ERGO will inform the Contractor whether the activity which has been assigned to the Contractor may involve personal data and what degree

of protection this data requires. Prior to the commencement of the relevant service and in so far as is considered necessary by ERGO, the parties will conclude agreements on processing the order as well as on technical and organisational measures for data protection. If changes in the requirements should subsequently become evident, the parties will amend the agreements on processing the order to comply with the law.

11.4 The Contractor undertakes to securely delete all data that is no longer required (with the exception of that regulated by law) after completion of its order.

12. REGULATORY REQUIREMENTS

12.1 As a regulated insurance undertaking, ERGO is obliged to ensure by means of contracts with its service providers that all regulatory requirements are met when outsourcing operational functions and operational risks are restricted and reduced. The Contractor therefore warrants compliance with all relevant laws, regulations, circulars and Directives and the ERGO internal guidelines relevant to the outsourced activity or function about which it has been informed (collectively known as the "Regulatory Requirements").

12.2 ERGO and the Contractor will each inform the other without delay of any changes at their company which could significantly prejudice the performance of the Service. In particular, the Contractor will inform ERGO immediately of any disruption to its operating processes or suspicions of breaches of data protection law.

12.3 ERGO is entitled to demand all the actions and precautions from the Contractor needed to comply with the requirements under regulatory law. ERGO may issue corresponding instructions to the Contractor. ERGO has the right

- to issue instructions relevant to the performance of the Service/supply of the Goods;
- to inspect documents and data bases relevant for the performance of the Service/supply of the Goods;
- to have access and admittance to the relevant parts of the Contractor's premises for the purpose of conducting reasonable checks.

12.4 In so far as is necessary for an assessment of the performance of the Service/supply of the Goods as part of ERGO's internal control processes (risk management), the Contractor will submit all files to ERGO and provide ERGO with information on its operations and financial situation.

12.5 ERGO's Internal Audit Department and its statutory auditors are entitled to investigate compliance with all aspects of supervisory requirements by the Contractor without restriction and to make copies of relevant documents. They have the right to access all documents, data media and systems of the Contractor insofar as these relate to the performance of the Service/supply of the Goods.

12.6 ERGO has exclusive rights to documents created in the course of the performance of the Service/supply of the Goods; the Contractor has no right of retention. If so required by ERGO, the Contractor will surrender all documents acquired during the performance of the Service/supply of the Goods in so far as the Contractor is not under a legal obligation to archive the documents. In the event of such a legal obligation, the Contractor will submit copies of these document to ERGO.

12.7 Persons holding positions at the Contractor involving audits or who undertake audits required by law or ordered by regulators must be released from their obligation of confidentiality in respect of the performance of the Services/supply of the Goods and in respect of disclosures to ERGO and the relevant regulatory authorities.

12.8 The Contractor must cooperate with all relevant regulatory authorities and in particular with FMA and the Data Protection Authority. The Contractor must tolerate audits and checks by the regulatory authorities at all times and grant them unrestricted access and admittance to all areas relevant to the order. The Contractor must provide the supervisory authorities and offices or persons charged by the supervisory authorities to conduct the audit with information and documents needed for their supervisory activities and surrender such information and documents to them.

13. INSIDER INFORMATION, DISCLOSURE OF SENSITIVE INFORMATION

13.1 ERGO is obliged to comply with the requirements of the Market Misuse Regulation (Marktmissbrauchsverordnung). For this purpose and in so far as is relevant, the Contractor will

- provide ERGO immediately and at all times with all the information needed for the management (completion and updating) of insider lists;
- keep insider lists of its own and inform the persons included in the lists as required by law;
- grant ERGO sight of its own insider lists and submit proof of the notification of persons included in the list; and
- ensure that no insider information is disclosed unlawfully within the meaning of Article 10 of the Market Misuse Regulation.

13.2 Particularly sensitive information may not be transmitted in the unencrypted state by email or using mobile telecommunication without the consent of ERGO.

14. CORPORATE RESPONSIBILITY

ERGO is part of the Munich Re Group and contractor acknowledges that Munich Re Group is subject to the Supply Chain Due Diligence Act (GSCDDA) and is obliged to ensure human rights, environmental standards and good corporate governance along its entire supply chains. As a compulsory prerequisite for the contractual cooperation, the contractor is obliged to comply with the Munich Re Group's Supplier Code of Conduct and thus with the principles of the United Nations Global Compact.

In particular, contractor shall

- a) comply with the expectations communicated by ERGO in the Munich Re Group's Supplier Code of Conduct and to address them within the supply chain
- b) inform ERGO about any material compliance violations in its own area of responsibility and the supply chain that come to its attention
- c) properly select and monitor its supply chain partners
- d) grant ERGO appropriate inspection and audit rights in order to enable ERGO to determine that Supplier is in compliance with these obligations.
- e) Every contractor is obliged
 - upon ERGO's request to disclose to ERGO as to which natural persons and/or legal entities directly or indirectly hold a controlling interest in the contractor
 - to report any changes without delay
 - to disclose to the extent known, if these persons or entities are in any way related to ERGO employees involved in the respective procurement process

Either ERGO or the contractor shall upon prior request of the other party disclose to the extent known any existing or planned connection between organs and employees of one party and organs and employees of the other party that may influence the buying process applicable to the specific case.

Supplier's duties set forth in this clause are principal contractual obligations and any relevant violation shall be good cause for extraordinary termination for ERGO.

15. TERMINATION

15.1 Unless otherwise agreed between the Contractor and ERGO in the separate contract document, the contract may be terminated by ERGO at any time without notice.

15.2 The right of extraordinary termination for good cause also remains unaffected. Good cause exists in particular for ERGO if

- the Contractor infringes supervisory requirements or the Supplier Code of Conduct; or
- FMA or another regulatory authority requires the termination of the contract.

15.3 Notice must be given in writing to be valid.

16. OBLIGATIONS ON THE TERMINATION OF THE CONTRACT

16.1 Irrespective of the reason for termination of the contractual relationship, the Contractor undertakes to cooperate with ERGO to ensure that the contractual relationship is brought to an end in an orderly manner.

16.2 Insofar as ERGO requires services from the Contractor in this context that the Contractor is not or no longer contractually obliged to render, the Contractor will provide such services to the extent that its technical, organizational and human capacity and resources permit at an appropriate price in line with the market.

17. SET-OFF AND RIGHT OF RETENTION

17.1 The Contractor is entitled to set-off only insofar as its counter claims have become res judicata, are uncontested or have been recognized by ERGO.

17.2 The Contractor is entitled to rights of retention only insofar as the claim on which the Contractor bases such retention is uncontested, has been recognized or has become res judicata.

18. CLOUD SERVICES

18.1 ERGO may grant access rights to persons at ERGO, affiliated companies or third parties for the use of IaaS, PaaS or SaaS ("Cloud Services") while maintaining compliance with the terms and conditions of use. ERGO is particularly entitled to make use of Cloud Services to

- develop, test and maintain its own products and applications;
- operate products and applications for its own purposes or third parties;
- place products and applications at the disposal of third parties.

18.2 The Contractor warrants that the agreed availability of the Cloud Services will continue throughout the entire term of the Contract. The Contractor has no right of retention.

19. MISCELLANEOUS

19.1 During the contractual relationship and after the end of the contract, the Contractor may only quote ERGO and, if applicable, its affiliated companies within the meaning of §§ 15ff of the Stock Corporation Act as reference customers if it has received ERGO's prior written consent. The same applies for the use of ERGO's logo and, if applicable, those of its affiliated companies within the meaning of §§ 15ff of the Stock Corporation Act.

19.2 Amendments of and additions to the contract and to these General Terms and Conditions of Purchase must be made in writing to be valid. This also applies to any waiver of this requirement for written form.

19.3 The contractual relationship between ERGO and the Contractor, the performance of the agreed Services and any claims arising therefrom are governed by Austrian law to the exclusion of all rules of law designating another legal system as being applicable. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.

19.4 The place of performance and jurisdiction is Vienna. If the order or supply of the Goods and Services is contracted with companies affiliated to ERGO within the meaning of §§ 15ff of the Stock Corporation Act, ERGO is at liberty to select the place specified for the performance of the contract as the basis for the place of jurisdiction and the applicable law.

19.5 In the event of misunderstandings due to translations of contractual documents into other languages, the German language always takes precedence.

20. SEVERABILITY CLAUSE

If one or more provisions of these General Terms and Conditions of Purchase is void, the validity of the remaining provisions is not affected thereby. In this case the parties undertake to agree a factually and financially equivalent provision with legally permissible content.