

General Terms and Conditions (CTC) of URBANIA Traffic Solutions GmbH

Registration: Commercial court Vienna / Company number; 272835d

§ 1 Field of application and coverage

(1) For all commercial operations between the client and Urbania Traffic Solutions GmbH (further named "contractor") these terms and conditions are to be used exclusively. Amendments to these terms and conditions must be in written form. Terms and conditions proposed by the client that conflict with this document are only applicable if they are explicitly accepted by the contractor in writing. Oral side agreements are not legally binding. If any clause of these terms and conditions is deemed inapplicable or ineffective, this shall not affect the legally binding nature of the remaining terms and of the contracts based on these terms as and conditions. Any inapplicable or ineffective provisions must be replaced by a legally effective provision, the sense and purpose of which is as close as possible to the one being replaced.

§ 2 Involvement of third parties (subcontracting)

(1) For the purposes of fulfilling the contract the contractor may subcontract to third parties. Contact between the client and any such subcontractors are permitted only with the prior consent of the contractor. The contractor accepts no liability for infringement of this provision or its consequences.

§ 3 Duty of disclosure of the client

(1) The client will ensure that the contractor will receive, in timely fashion, all information, without specific request, that is required for the completion of the consulting contract and that he will be informed of all procedures and circumstances that are relevant for the execution of the contract. This is also valid for all documents, procedures and circumstances that arise after the start of activities by the contractor. The contractor bears no liability for any damages arising due to non-compliance with these provisions.

(2) The client has to inform the contractor in timely fashion about special characteristics of the documentation/translation (data storage medium, number of copies, ready for press, external appearance of the documentation/translation, etc.) and the research and technical facilities available on location. The contractor bears no liability for any damages arising due to non-compliance with these provisions.

§ 4 Protection of the intellectual property of the contractor/copyright/utilisation

(1) The client is bound to ensure that all documents, offers, reports, analysis, expert opinions, organisational plans, programmes, specification of services, drafts, calculations, drawings, data storage medium and suchlike prepared by the contractor and/or the contractors employees as well as partners or subcontractors is only used for contract fulfilment purposes. In particular, the paid or unpaid dissemination, of any kind of professional statements about the content of the services of the contractor to any and all third parties requires the written authorisation of the contractor. No liability of the contractor vis-à-vis a third party shall arise from this provision. The collaboration with professional colleagues subject to the rules of confidentiality is not an infringement of the rules of confidentiality.

(2) The contractor retains the copyright on all his products and services. In view of the fact that the implemented consulting services remain the intellectual property of the contractor, the rights of use are restricted exclusively to the client and only to the extent specified by the contract, even after payment of the contract fee. Any subsequent dissemination, including in the course of the dissolution of the company or its bankruptcy, as well as due to temporarily relinquishing custody for reproduction purposes, gives the contractor the right of claiming for compensation. In such case the client will pay a contractual penalty of € 50,000 for every infringement.

§ 5 Remedy for defaults and warranty

(1) A client, in case of legitimate and timely claims for correction of defects, only has a right to remedy by the contractor. For legitimate claims, remedies will be implemented within a reasonable time frame, provided the client facilitates the measures required for diagnosis and correction of the defects. The shifting of the burden of proof according to §§1294 ff ABGB is excluded. The existence of defects at the time of project handover must be proven by the client. Claims for damages by the client, based on delays, inability of providing the contracted service, wilful disregard of contract requirements, faults existing at contract conclusion, defective or incomplete services, consequential damages due to defects or illegal unauthorized acts are excluded, in so far as no intention or gross negligence from the contractor can be proved. The contractor assumes no liability for documentation provided by the client for the purpose of the contracted services.

(2) The warranty duration is 3 months after final delivery of the contracted services.

§ 6 Liability

(1) The contractor is liable for damages only in case where intent or gross negligence can be proved under statutory provisions. This is also applicable in case of damages caused by partners, subcontractors or other third parties involved in the performance of the contract.

(2) Claims for damages must be asserted by the client within the 6 months after the claimant first becomes aware of the damage, but at the latest within 3 years after notifying legal authorities of the events on which the claim is based.

(3) The contractor is not liable for damages resulting from interruptions of the contractor's business operations, particularly acts of god, e. g. natural phenomena, strikes and traffic congestion, computer network and server failures, other communications and systemic failures and defaults not under the control of the contractor. In such exceptional circumstances, the contractor may rescind the contract partially or completely. The contractor is not liable for damages incurred by the client due to computer viruses. The client is responsible for the final control of all data files and their contents that are delivered by email or any other form of data transmission. The contractors liability for any kind of damages occurred due to the non-compliance with the preceding obligations is excluded.

§ 7 Confidentiality agreement

(1) The contractor, his employees, contracting partners, and subcontractors commit to maintaining confidentiality with respect to all matters relating to their activities for the client.

(2) The contractor may disseminate reports, expert opinions and other written remarks about the results of his activities for the client to third parties only with prior authorisation from the client.

(3) The contractor is authorised to utilize personal data given to him within the framework of the consulting contract by himself, or to transmit such data to a third party for appropriate contract related use. The contractor undertakes to respect the requirements of data protection legislation concerning the duty to preserve the secrecy and privacy of data. All materials the contractor received from the client (data storage mediums, data, controlling numbers, analyses, programmes, etc.) as well as all the results of the services rendered will be handed back to the client or destroyed.

§ 8 Entitlement to remuneration

(1) Unless otherwise agreed, the contractor's entitlement to remuneration arises for every service as soon as it is delivered. The contractor is allowed to demand advance payments to cover expenses or risks. All goods and services delivered by the contractor which are not expressly included in the agreed payment will be paid separately. This applies in particular for all ancillary services performed by the contractor.

All the cash expenditures incurred by the contractor (e.g. for messenger services, exceptional mailing expenses or travel) are to be paid by the client and will include a handling charge. Cost estimates made by the contractor are non-binding. When cost overruns that exceed the contractors written offer by more than 20% can be anticipated, the contractor will inform the client of the higher costs. The cost overrun is considered to be approved by the client, if within 3 days after the receipt of the contractor's notification, no written objection including cost saving alternatives has been made by the client.

(2) If the client prevents execution of a signed contract (e.g. due to contract termination), the contractor has the right to be paid in full.

(3) If contract execution is impeded due to circumstances arising from significant causes on the contractor's side, then he is only entitled to the part of the remuneration that corresponds to the services actually delivered at the time of contract termination. This applies in particular, when despite contract cancellation by the client, the services delivered by the contractor are useful to the client.

(4) If the actual services required for fulfilment of the contract (e.g. compilation/translation/consultancy) exceed the extent and the complexity those specified in the contract award, or if deadlines are set earlier than agreed, the contractor has the right to additional remuneration in proportion to the additional work or expenses.

(5) The contractor can make the completion of his services conditional on the complete satisfaction of his entitlement to remuneration. The notification of faulty performance of contractor services by the client does not give him the right to withhold agreed payments to the contractor, except in case of obvious defaults.

(6) Clients whose principal offices are located outside of Austria will pay invoices per bank transfer (in EUROS). Bank service charges are to be paid by the client. All prices are in EUROS unless another currency is stipulated in the contract. All specified prices are net prices exclusive of VAT.

§ 9 Payment

(1) Unless otherwise agreed, the contractor's bills are to be paid within 14 days of the invoice date. For late payments an interest penalty of 12% annually will be considered as agreed. Delivered goods remain, until complete payment, in the ownership of the contractor. The final determination of the payments can only be based on unchallenged or legally adjudicated claims. The assertion of right of retention client-side is excluded.

(2) All documentation/translation remains the property of URBANIA Traffic Solutions until complete payment has been made. Until then the client has no right of use.

§ 10 Shipping or other communication of documentation

(1) All shipment of documents or electronic transmission of data is at the client's risk. The contractor is not liable for any defective or damage causing electronic transmission, nor for damage or loss during non-electronic transmission.

§ 11 Applicable law, place of fulfilment, jurisdiction

(1) The contract, its execution, subsequent arising claims and disputes are subject to Austrian law. The application of the UN law on Purchases is expressly excluded.

(2) Place of fulfilment is AUSTRIA - 1020, Vienna.

(3) The locally and materially competent courts of justice for A-1020 Vienna shall have jurisdiction of all disputes arising from this contract.