



**GTC**

# GENERAL TERMS AND CONDITIONS

As of: 18<sup>th</sup> August 2025



INFRALOVERS

# PREAMBLE

Infralovers GmbH, Janneckweg 3/3, 8042 Graz, Austria (hereinafter referred to as „Infralovers“), is active in the business area of services in automatic data processing and information technology. Infralovers offers its customers general services, training workshops, training services and the purchase of software from various manufacturers.

These General Terms and Conditions („GTC“) are divided into different parts. Part A deals with general topics such as the legal framework for the provision and execution of all services („Services“). Parts B-C deal with specific regulations for the services offered.

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Infralovers offers services for the client in the field of information technology. This includes the following services:

- >> Conceptualisation and implementation of IT projects
- >> Conceptualisation and implementation of IT training
- >> Software services

These GTC apply to all services offered by the Contractor, including but not limited to IT consulting, custom software-related services, public and private training, and the resale of third-party software. The specific scope of each service is as set out in the applicable offer or order confirmation.



# A | GENERAL

## 1. SCOPE OF THE GTC

The business relationship between Infralovers GmbH (hereinafter referred to as „Contractor“) and the Client (hereinafter referred to as „Client“), i.e. the purchaser of the Contractor's products and services, shall be governed exclusively by the following General Terms and Conditions (hereinafter referred to as „GTC“). All types of training (public & private) and consulting contingents offered by and through the Contractor shall be deemed to be services.

Deviating terms and conditions of the Client shall not be recognised, even if the Contractor provides its services without objection, unless the Contractor expressly agrees to the validity of the deviating terms and conditions of the Client. All references to persons apply equally to both genders. For reasons of better readability, the simultaneous use of masculine and feminine language forms has been omitted. „Entrepreneur“ within the meaning of the GTC is a natural or legal person or a partnership with legal capacity that acts in the exercise of its commercial or independent professional activity when concluding a legal transaction. The Contractor's offer is aimed at Customers who are entrepreneurs (also referred to as „business customers“ or „B2B“) and private individuals (also referred to as „consumers“ or „B2C“). By placing an order or registering as a client, the client declares that they are a business customer or a consumer.

If individual provisions of the GTC are or become invalid or unenforceable, the validity of the remaining provisions of the GTC shall remain unaffected. In such a case, the invalid or unenforceable provision shall be replaced by a valid and enforceable provision that comes closest to the economic purpose pursued by the contracting parties with the invalid or unenforceable provision. This provision shall apply accordingly if there are loopholes in the GTC.

## 2 CONTRACT TEXT AND LANGUAGE

The Contractor shall save the text of the contract and make it available to the Client in text form (e.g. by e-mail or in printed form). The Customer can print out the text of the contract before placing the order with the Contractor by us-

ing the print function of its browser or the save function for websites in the last step of the order. The contract languages are German and English; contracts can be concluded in these languages.

Payment methods and terms of payment Unless otherwise agreed, payments are to be made without deductions, discounts or other rebates. The Client shall ensure that it fulfils the requirements necessary for successful payment using the selected payment method. These include, in particular, sufficient funds in bank and other payment accounts, registration, legitimisation and authorisation with payment services and confirmation of transactions. Purchase on account - Unless otherwise agreed, the invoice amount shall be paid by the Client to the Contractor's bank account. The payment deadlines stated on the invoice shall apply. Costs arising from reminders for due receivables shall be charged to the Client. The Client reserves the right to prove that no or lower costs have been incurred. In the event of default of payment, the Contractor shall be entitled to claim default interest at the statutory rate as well as other consequences and costs determined by law from the defaulting Client. The Client's obligation to pay default interest does not exclude the assertion of further damages caused by default by the Contractor. The damages caused by default include the costs of legal enforcement, such as costs for legal advice, dunning procedures or debt collection.

## 2.2 SCOPE OF SERVICES

If the Client utilises the services of third parties, the Contractor shall broker the conclusion of contracts exclusively between the Client and the third party. The conditions stipulated by the third party shall apply to these contracts. The Contractor's responsibility shall be limited exclusively to the services provided directly by it.

## 2.3 COMMENCEMENT OF PERFORMANCE

The services shall commence on the date specified in the offer or in a separate agreement. The Contractor shall take into account the Client's desired date wherever possible.

## 2.4 DURATION OF SERVICES & CANCELLATION

If no term has been agreed, services can be terminated for an indefinite period with a notice period of 30 days to the end of the respective calendar month; if a minimum term has been agreed, the contractual relationship shall be automatically extended by the minimum term after its expiry if it is not terminated in writing with a notice period of 30 days.

The Client may only withdraw from or terminate the contract due to a breach of duty that does not consist of a defect if the Contractor is responsible for the breach of duty. A free right of cancellation on the part of the Client is excluded. Otherwise, the statutory requirements and legal consequences shall apply.

The right to terminate without notice for good cause remains unaffected by this. Good cause shall be deemed to exist in particular if the Client fails to fulfil its payment obligations even after being requested to do so twice. It shall also be deemed to exist if the Client is insolvent, is threatened with insolvency proceedings or is in serious breach of its contractual obligations.

Termination must be in writing to be effective; termination by e-mail does not fulfil the written form requirement. (The delivery of an e-mail cannot be guaranteed).

## 3. GENERAL REALISATION

Should the execution of one of the services offered fail through the fault of the Client, the Contractor may withdraw from the contract. Any payments made shall be refunded to the Client without delay.

## 4. WARRANTY & LIABILITY

### 4.1 GROSS NEGLIGENCE

The Contractor shall only be liable to the Client for damage caused by gross negligence, including personal injury caused by the Contractor.

### 4.2 INDIRECT DAMAGES

However, the Contractor shall not be liable for indirect damages such as loss of profit, business interruption costs, loss of data or third-party claims.

#### 4.3 CLAIMS FOR DAMAGES & LIMITATION PERIOD

Claims for damages shall become time-barred in accordance with statutory provisions, but no later than 12 months after knowledge of the damage and the damaging party.

#### 4.4 INTERRUPTION OF SERVICE

The Contractor shall not be liable for interruptions or delays in performance, loss of data or errors in the services, including non-provision, in particular in cases of force majeure such as pandemics, acts of foreign governments or war.

#### 4.5 RIGHTS VIS-À-VIS THIRD PARTIES

If the Contractor performs the work with the assistance of third parties and warranty and/or liability claims against these third parties arise in this context, the Contractor shall assign these claims to the Client.

#### 4.6 WARRANTY

The statutory provisions shall apply; if the Contractor represents third parties (e.g. software services or training), the rights of the respective third party shall apply.

#### 5. DIGITAL CONTENT

„Digital content“ is content such as software, video and audio content, training courses, e-books or apps if they are provided digitally, e.g. as a download, video call or stream (i.e. are not supplied on data carriers such as CDs or BlueRays). The provisions of these GTC shall apply accordingly to the sale of digital content. The digital content shall be provided to the Client in the form of a video conference. The Contractor shall be entitled to subsequently adapt and change digital content if this is necessary for the Contractor (e.g. updates of a technical nature, corrections of a linguistic nature or mandatory legal reasons that make it necessary to adapt content) and is reasonable for the Customer and the contractual use of the products and the contractual balance are not impaired. Access to the Internet as well as common and customary display options that are reasonable for the Client (e.g. a browser or PDF display software) are required for the use of the digital content. The Contractor assumes no responsibility for any impediments to access to digital content or its retrieval if these impediments lie within the Client's area of responsibility (this applies in particular to the Client's access to the Internet).

#### 6. DIGITAL SERVICES

„Digital services“ exist if they enable the client, who is a consumer, to create, process or store data in digital form or

to access such data or to share the data uploaded or created in digital form by the consumer or by other users of the corresponding service or to interact with this data in any other way. The provisions of these GTC apply accordingly to digital services.

#### 7 COPYRIGHTS AND RIGHTS OF USE

##### 7.1 COPYRIGHTS AND LICENSORSHIP

The Contractor or its licensors shall be entitled to all copyrights to the agreed services. The Client shall be granted the right to use the software exclusively for its own purposes after payment of the agreed remuneration and within the scope of the number of licences acquired.

##### 7.2 SCOPE OF USE AND PROHIBITION OF DISTRIBUTION

The Principal may only use the software in accordance with the contractually agreed conditions for the specified hardware and the number of licences purchased. Distribution of the software by the Customer is excluded.

##### 7.3 COPIES FOR ARCHIVING AND DATA BACKUP PURPOSES

The Customer may make copies of the software for archiving and data backup purposes, provided that there is no express prohibition on the part of the Licensor or third parties and all copyright and ownership notices are transferred unchanged.

#### 8. DATA PROTECTION & CONFIDENTIALITY

##### 8.1 DATA PROTECTION

In accordance with the GDPR, the Contractor is authorised to process the Client's personal data for business purposes. The data shall be stored by the Contractor. The Client is hereby informed in accordance with Art. 13, 14 GDPR. The Client has a right to information, correction, blocking and deletion of its stored data. He may also object to the processing or use of his personal data in accordance with Art. 21 GDPR. The objection must be addressed to the responsible body (team@infralovers.com). The contractor and client undertake to comply conscientiously with all data protection regulations. If the Client violates these provisions, it shall indemnify the Contractor against all resulting legal consequences. If the Contractor is to process personal data on behalf of the Client, the parties shall conclude a data processing agreement in accordance with Art. 28 GDPR before commencing such processing activities.

For all information on the handling of personal data of our client, please refer to the separate data protection declaration:

[infralovers.com/en/privacy-policy/](https://infralovers.com/en/privacy-policy/)

The Client has the right to request information about the personal data stored, to request its correction, deletion, restriction of processing, to object to the processing, and to data portability in accordance with the GDPR. The Client also has the right to withdraw any consent given at any time with future effect. These rights can be exercised via email to [Data Protection Officer's email] or by post to the Contractor's business address.

##### 8.2 CONFIDENTIALITY

Both parties undertake to maintain secrecy about all business secrets that become known in the context of the contract and its execution. Excluded from this is information that is already publicly known, that was known prior to disclosure, that was received from a third party without a confidentiality obligation, that was developed independently or that is required by law.

#### 9. CANCELLATION POLICY & CONTRACT AMENDMENTS

##### 9.1. CANCELLATION POLICY

The information on the right of cancellation for consumers can be found in the Contractor's cancellation policy below.

##### 9.2 AMENDMENTS TO THE CONTRACT

The Client and the Contractor may request changes to the scope of services at any time. A change request must contain a detailed description of the proposed changes, the reasons for them, their impact on the planning and the associated costs. This ensures that the recipient of the change request has sufficient information to be able to assess it appropriately. A change request shall not be considered binding until it has been validly signed by both parties. 10. Client's obligation to provide and co-operate 10.1 Co-operation The Client undertakes to co-operate fully with the Contractor in order to facilitate the provision of the Services. In addition, the Client undertakes to take all necessary measures to fulfil the contract, including those outside the scope of the Contractor's services.

#### 10 DUTY OF PROVISION AND CO-OPERATION OF THE CLIENT

##### 10.1 CO-OPERATION

The Client undertakes to co-operate fully with the Contractor in order to facilitate the provision of the services. In addition, the Client undertakes to take all necessary measures to fulfil the contract, including those outside the scope of the Contractor's services.

##### 10.2 INFORMATION & DEADLINES

The Client shall be responsible for



providing the Contractor with all necessary information, data and documents in the specified format and by the agreed deadlines at its own expense. In addition, the Client shall support the Contractor as required in analysing problems, troubleshooting, coordinating order processing and service coordination. Changes in the Client's work processes that may affect the services provided by the Contractor require prior consultation with the Contractor in order to assess their technical and economic impact.

### 10.3 NETWORK CONNECTION

Unless otherwise agreed, the Client shall provide a network connection at its own risk and expense. Infralovers is not responsible for network problems, e.g. regarding SaaS.

### 10.4 BREACH OF THE DUTY TO CO-OPERATE

If the Client fails to fulfil its duty to cooperate as agreed, the Contractor's services shall nevertheless be deemed to have been provided in accordance with the contract, albeit possibly with restrictions. The deadlines for the Contractor's services may be extended appropriately. The Client shall compensate the Contractor separately for all additional expenses or costs incurred at the Contractor's currently applicable rates.

### 10.5 REMUNERATION

The cooperation and provision of the Client shall be free of charge, unless otherwise agreed.

## 11. SERVICES ABROAD

It is the Client's responsibility to familiarise itself with applicable regulations and laws. The Customer must ensure that all legal requirements for authorised exports or transfers are met and provide proof of this upon request by Infralovers. Such exports or transfers may be subject to authorisation in accordance with US, EU or national export regulations. It is important for the Customer to note that the export regulations also apply when information is transferred abroad via communication networks (e.g. e-mail or file transfer).

The Contractor shall only deliver software abroad against advance payment. All costs associated with the dispatch and payment of the ordered services shall be invoiced to the Client.

## 12. PRICES & REMUNERATION

### 12.1 REMUNERATION AGREEMENTS

The remuneration and conditions to be paid by the Client are set out in the applicable contract or offer.

### 12.2 TAXES AND FEES

All fees and taxes, in particular VAT, shall be calculated in accordance with the current legal situation. Any additional taxes or duties subsequently imposed by the tax authorities shall be borne by the Client.

### 12.3 TRAVELLING TIMES AND COSTS

Travelling times of Contractor employees shall be considered working time and shall be remunerated in accordance with the agreed hourly rate. Traveling and accommodation costs shall be reimbursed by the Client according to actual expenditure.

### 12.4 TERMS OF PAYMENT

The Contractor may make the provision of services dependent on the payment of advance payments or the provision of securities. One-off payments shall be invoiced after performance of the service, ongoing payments in advance.

### 12.5 DEFAULT OF PAYMENT AND DEFAULT INTEREST

If the Client is in default of payment, the Contractor shall be entitled to demand default interest in accordance with the statutory provisions. In the event of a delay in payment of more than 14 days, the Contractor may suspend all services and demand immediate payment of the remuneration for services already rendered.

### 12.6 RETENTION OF TITLE

The Contractor shall retain title to all hardware and software products supplied until payment has been made in full.

### 12.7 PRICE ADJUSTMENTS

In the event of subsequent increases in costs, the Contractor may increase the agreed lump sum and invoice the Client from the following month. These increases shall be deemed accepted provided they do not exceed the annual increase in the consumer price index.

### 12.8 OFFSETTING AND RETENTION

The Client may only offset recognised or legally established counterclaims. The Customer shall not be entitled to a right of retention.

### 12.9 TAX LIABILITIES

All tax liabilities resulting from the contractual relationship shall be borne by the Client. Should the Contractor be held liable for such charges, the Client shall indemnify and hold the Contractor harmless.

## 13. DELIVERY DATES

The Contractor shall endeavour to answer the Client's enquiries promptly during normal working hours.

The Client acknowledges that exceeding the expected deadlines does not entitle the Client to withdraw from the contract or to claim damages.

Partial and advance deliveries are permitted within the scope of this contract.

## 14 LOYALTY

The contracting parties undertake to be loyal to each other. They undertake not to entice away or employ, directly or indirectly via third parties, any employees of the other party who were involved in the execution of the orders during the term of the contract and for a period of 12 months after termination of the contract. Any breach of this agreement shall oblige the party in breach of contract to pay liquidated damages in the amount of one year's salary of the employee concerned.

## 15 AMENDMENT OF THE GTC

The Contractor reserves the right to amend these GTC at any time with effect for the future in the following cases: a) If the amendment serves to bring the GTC into compliance with the applicable law, in particular if the applicable legal situation changes; b) If the amendment serves the Contractor to comply with mandatory court or official decisions; c) If completely new services or service elements as well as technical or organisational processes require a description in the GTC. In the case of clients who are entrepreneurs, changes may also be made in addition to the cases mentioned, provided that they are reasonable, appropriate and objectively justified for the client. The Contractor shall endeavour to announce the amended GTC at least two weeks (14 days) before they come into force via these website GTC or by another appropriate means of notification. If a Client does not object to the new GTC within two weeks, the amended GTC shall be deemed accepted by the Client. Upon entry into force of the new GTC, the Client shall be informed of the consequences of not objecting. The Client may also consent to the amended GTC by expressly agreeing to them. Unless otherwise agreed and the Client has not been informed of the new GTC, the most recent GTC shall apply to all current contracts.

## 16. DISPUTE RESOLUTION AND CONSUMER DISPUTE RESOLUTION

The European Commission provides a platform for online dispute resolution (OS), which you can find at Online Dispute Resolution | European Commission. Consumers have the option of using this platform to resolve their disputes.

## **17. REFERENCE INFORMATION**

Infralovers is entitled to refer to the existing or former business relationship on its own advertising channels, in particular on Custom IT Trainings for high Performance Teams, with the name and company logo of the Customer (reference notice), subject to the Customer's written revocation, which is possible at any time, by contacting: ehaselwanger@infralovers.com

## **18. CANCELLATION POLICY FOR AG**

Exclusion or premature expiry of the right of cancellation. The right of cancellation does not apply to contracts for the delivery of goods which are not prefabricated and for the manufacture of which an individual selection or determination by the consumer is decisive or which are clearly tailored to the personal needs of the consumer. The right of cancellation expires prematurely if we have only started to execute the contract after you have given your express consent and at the same time confirmed your knowledge that you will lose your right of cancellation when we start to fulfil the contract and we have made the content of your declaration available to you on a durable medium within a reasonable period of time after conclusion of the contract, but at the latest upon delivery of the goods or before the execution of the service begins. We would like to point out that we can make the conclusion of the contract dependent on the aforementioned consent and confirmation. The right of cancellation expires prematurely if we have only started to execute the contract after you have given your express consent and at the same time confirmed your knowledge that you lose your right of cancellation when we start to fulfil the contract. We would like to point out that we can make the conclusion of the contract dependent on the aforementioned consent and confirmation.

## **19. FINAL PROVISIONS**

The legal relationship between the Customer, insofar as it is an entrepreneur, and the Contractor shall be governed exclusively by the law of the Republic of Austria to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction shall be at the registered office of the Contractor if the Client is an entrepreneur. The Contractor reserves the right to choose another permissible place of jurisdiction.

# B | WORKSHOPS, LECTURES, COURSES

## 1. TRAINING OFFERS BY THIRD PARTIES

For training offers provided by third parties (e.g. HashiCorp) and carried out by Infralovers, the terms and conditions of the respective third party apply.

## 2. REALISATION, AVAILABILITY

### 2.1 PRIVATE TRAINING

For all trainings, the client has a cancellation or postponement period free of charge until 14 days before the agreed date at the latest. In the event of cancellation less than 14 days before the date, the full invoice amount is due, regardless of the number of participants. A postponement is only possible up to 14 days before the training, otherwise the date is considered fixed and will be invoiced regardless of the number of participants, even if there are 0 participants.

In the event that the client is unable to attend the training course, he/she may nominate substitute participants; this must take place no later than 2 calendar days before the start of the training course. It is the Client's responsibility to ensure that substitute participants fulfil the specified training requirements.

In the case of on-site training, any travel, accommodation and cancellation costs already incurred will be invoiced in the event of cancellation of the training. Purchased and unused private training quotas lose their validity after one year.

### 2.2 PUBLIC TRAINING

Public trainings are also offered via third-party providers such as HashiCorp and Infralovers is familiar with their implementation. For public trainings via third party providers, the respective terms and conditions of these providers apply - e.g. HashiCorp HashiCorp or the correspondingly labelled other provider or, in the case of Infralovers Public Trainings, the Infralovers terms and conditions. Public trainings take place from a minimum number of 8 participants, the participants will be informed 2 days before the training about the taking place or, if necessary, participant-related cancellation of the date. If the requested training is not available because the contractor is not supplied with it by his suppliers

through no fault of his own, in particular with regard to ensuring the supply of training materials from third parties and a possible and reasonable effort on his part, the contractor can withdraw from the contract. In this case, the Contractor shall inform the Client immediately and, if necessary, propose the performance of a comparable service; purchased and unused public training quotas shall lose their validity after one year.

### 2.3. CUSTOM TRAINING

The Contractor shall offer customised training courses in order to meet the specific needs and requirements of the Client. The custom training courses are developed according to the individual requirements and are created exclusively for the respective Client. The content, duration, and cost of such trainings are agreed upon in advance and are based on the Client's specific requirements. Custom trainings cannot be exchanged for other trainings as they are tailored for the client.

## 3. TRANSFER & SALE

### 3.1 TRANSFER PROHIBITION

The transfer of training materials to non-participants is strictly prohibited. Likewise, recording, photographing, making audio recordings, or any other methods that represent a 1:1 copy of the training are prohibited.

### 3.2 RESALE PROHIBITION

It is expressly prohibited for the Client to resell the Contractor's training products to third parties unless the Client is an active authorized partner of the Contractor explicitly entrusted with resale. The Contractor reserves the right to refuse services for any services that have been resold by an unauthorized party.

## 4. SYSTEM REQUIREMENTS

The Client must ensure that all system requirements are met before a training session (whether online or onsite) to ensure smooth training delivery. This is especially important for the successful completion of labs by the Client.

## 5. LANGUAGE

The Contractor provides all offered trainings in both German and English. Upon registration, the Client must spec-

ify their language preference. The Client is responsible for following the training in the chosen language. Unless otherwise specified or agreed upon, training materials are provided in English.

## 6. TERMINATION & CANCELLATION

### 6.1 TERMINATION & CANCELLATION BY THE CONTRACTOR

The Contractor reserves the right to cancel a training at its discretion up to 2 business days before the scheduled training.

The Client will not be invoiced for the training, and an alternative date will be proposed. In the case of onsite training, the Contractor is not liable for any incurred travel and hotel expenses of the Client.

### 6.2 TERMINATION & CANCELLATION BY THE CLIENT

The Client may reschedule their booked training free of charge up to 14 days before the training start date. This is possible up to 2 times, with a 50% processing fee applied from the 3rd time onwards.

### 6.3 COURSE REQUIREMENTS

The Client must ensure that all stated course-relevant prerequisites are met before the booked training. Failure to meet prerequisites may result in a limited training experience and is not grounds for complaint.

### 6.4 ADDITIONAL COURSE POLICIES

For each training, additional course-specific policies may apply in addition to the terms and conditions. These will be communicated separately via email along with the course offer or no later than the invoice. Unless otherwise agreed, all personal data necessary for the training, collected, or generated by the Contractor or third-party training providers, will be used for marketing and business purposes in accordance with the Contractor's privacy policy contained in the terms and conditions.

### 6.5 RIGHT OF TERMINATION

To ensure that participants have an appropriate learning environment during the training, the Contractor reserves the right to exclude participants from a training. Individuals who harass other

participants or instructors or behave inappropriately or disrupt the training, at the discretion of the Contractor, may be excluded from the event and are not entitled to attend the training again. In the event of exclusion, the Contractor's liability is limited to refunding the training fee paid by the Client. The Contractor is not liable for any inconvenience or consequential damages.

## **7. CREATION AND PROCESSING ACCORDING TO CLIENT'S SPECIFICATIONS**

The Client will be informed about their necessary cooperation as part of the product description or the ordering and consulting process. When fulfilling their cooperation obligations, the Client must comply with the agreed format, transmission method, and other agreed-upon technical requirements and deadlines, especially regarding the provision of information and materials. The Client undertakes to provide only information and materials and perform cooperation acts whose contractual processing by the Contractor does not violate applicable law or third-party rights. The Client undertakes in particular to ensure that they have the necessary usage and disposal rights for processing by the Contractor. The Contractor is not obligated to verify the legality of the processing of the Client's cooperation. The Contractor does not bear any costs for the Client's cooperation. The Client indemnifies the Contractor, its employees, and representatives from liability and/or claims by authorities or third parties arising in connection with the Client's cooperation and for which the Client is responsible. The indemnification also includes all necessary and reasonable legal defense costs. Furthermore, the Client assists the Contractor in defending against claims through reasonable and necessary cooperation acts and information. Based on a reasonable assessment, the Contractor is entitled to reject processing orders, even after the conclusion of the contract, if, based on objective evidence, the Contractor may assume a violation of applicable law, third-party rights, or good morals (especially in the case of youth-endangering, discriminatory, offensive, or unconstitutional information and materials).

## **8. GENERAL IMPLEMENTATION**

If the implementation of any of the offered services fails due to the fault of the Client, the Contractor may withdraw from the contract. Any payments made will be promptly refunded to the Client. Excluded are „custom-made“ services, which have been tailored exactly to the Client and thus have already incurred costs, such as „Build your Training“

trainings and consulting contingents. As well as any other services that have already incurred costs.

A training or consulting day is defined by the Contractor as 8 hours.

The provisions of these terms and conditions apply accordingly to digital services.

## **9. SERVICE OFFERING** **9.1 GENERAL TRAININGS AND CUSTOMIZED TRAININGS**

The Contractor offers its customers both general trainings as part of a training program and customized trainings.

### **9.2 CUSTOMIZED TRAININGS**

These are provided in close coordination with the customer and according to their professional specifications.

### **9.3 SCHEDULING**

The exact scheduling of the trainings will be jointly determined after commissioning.

### **9.4 VENUE**

The trainings can be conducted either at the Contractor's premises or at the customer's premises.

### **9.5 CLIENT'S PARTICIPATION OBLIGATIONS**

The Client must inform the Contractor of the names of the participants in advance of the training, no later than one week before. When commissioning, it must also be specified whether and how many printed versions of the documents are desired.

### **9.6 PROVISION OF RESOURCES**

If the training takes place at the customer's premises, the customer must provide office or training rooms with adequate equipment and access to the customer's communication and data processing systems. Each workshop participant requires a computer with sufficient memory and free hard disk space, as specified in the offer. The customer provides all cooperation obligations to the Contractor free of charge.

### **9.7 PERFORMANCE DISRUPTIONS**

For all hardware or software products of third parties provided by the Contractor to the Client, the respective warranty conditions of the third parties take precedence over the regulations of this clause.



# C | SOFTWARE PRODUCTS, SAAS

## 1. RESALE OF SOFTWARE PRODUCTS

The Contractor does not develop software products themselves but distributes third-party software products and thus acts as a reseller.

## 2. CONTRACT DURATION

### 2.1 CONTRACT FORMATION

The contract comes into effect upon signature by both parties and runs indefinitely.

### 2.2 TERMINATION

Either party may terminate the contract by registered mail with a notice period of 3 months, but not before the agreed minimum term has expired. Termination without notice is possible for good cause, such as significant breaches of contract, insolvency proceedings, or persistent force majeure events that hinder the execution of the contract for longer than six months. Furthermore, the Contractor may terminate if significant performance parameters change, making further performance economically unfeasible. Upon request, the Contractor may assist in transitioning services to the Client or a third party at applicable rates.

## 3. SOFTWARE DELIVERY & INSTALLATION

### 3.1 TYPE OF SOFTWARE

Unless expressly agreed otherwise, the software delivered under the contract is standard software. Contracts for the delivery of software are therefore considered sales contracts. There is no entitlement to the disclosure or provision of the source code.

### 3.2 THIRD-PARTY USER DOCUMENTATION

For standard software obtained from third-party manufacturers, the Contractor provides the Client with the original user documentation from the manufacturer. The Contractor is not obligated to provide additional documentation unless specifically agreed upon.

Upon request, the Client may inspect the original user documentation before contract conclusion. Otherwise, documentation is provided as online help within the software. Additional documentation is only provided if expressly agreed upon.

## 3.3 SOFTWARE INSTALLATION OBLIGATIONS

If the Contractor is tasked with installing the software, the Client must ensure that the hardware and other environmental requirements communicated by the Contractor are met.

## 4. SERVICE DISRUPTIONS

The Contractor assumes no responsibility for disruptions caused by third-party software solutions provided. The provisions of the manufacturer of third-party software products delivered by the Contractor to the Client are exclusively valid.

## 5. WARRANTY

The warranty provided by the manufacturer is passed on to the customer by the Contractor. The scope of the warranty is determined by the order confirmation in conjunction with the manufacturer's warranty terms.

To maintain warranty claims, the customer must adhere to the corresponding provisions in case of defects covered by the warranty.

## 6. SPECIAL CONDITIONS FOR THE SALE OF THIRD-PARTY SOFTWARE PRODUCTS

### 6.1 SOFTWARE TRANSMISSION

The software may be transmitted to the Client via download from the internet, on data carriers, or electronically, depending on individual agreement in the order confirmation.

The software transmission includes documentation, either in printed form or electronically.

### 6.2 LICENSE MATERIAL

The license material is provided in executable form (object code) along with user documentation. The provision of the source code is generally not required.

Upon request, the customer must confirm receipt of the license material in writing.

### 6.3 USAGE AND LICENSE RIGHTS

The terms and conditions for the acquisition of software usage and licensing rights are subject to the respective terms of the manufacturer.

# D | SERVICES

## 1. SERVICES

Infralovers Services are offered in the form of hour contingents, which are purchased in advance.

The feasibility and availability of services depend on various factors, including the availability of our consultants and the nature of the desired project. Therefore, timely and long-term planning of the desired contingents is recommended. Only then can we schedule the provision of qualified personnel and adhere to the agreed schedules.

We reserve the right to refuse or postpone the provision of services if unforeseen circumstances or other unavoidable obstacles arise that could affect the successful delivery of services. In such a case, the Client will be notified as soon as possible, and solutions will be sought together.

All details regarding the execution and availability of services will be specified in a separate contract or contingent agreement signed by both parties.

Purchased contingents that are not utilized will expire after one year.

## 2. WORKPLACE & SERVICES

### 2.1 PROJECT MANAGEMENT

The Client is responsible for managing the implementation of their projects.

### 2.2 PLACE OF PERFORMANCE

Services will be provided at the premises of the Contractor unless expressly agreed otherwise for on-site work at the Client's premises.

### 2.3 EMPLOYMENT RELATIONSHIP

The employees of the Contractor do not enter into an employment relationship with the customer when deployed at the customer's premises.

The Contractor reserves the right to replace an employee with another suitable employee at its discretion.

The Contractor may engage subcontractors in whole or in part to provide services.

The selection of subcontractors is at the discretion of the Contractor.

### 2.4 CONTACT PERSON

The Client designates a contact person

and their deputy.

The designated contact person or their deputy is responsible for communicating technical requirements and coordinating the utilization of the Contractor's services throughout the entire project duration and is authorized.

## ACCESSABILITY

The Contractor continuously works to improve its website, digital services, and online training sessions to ensure they are accessible and usable for all audiences. If Clients encounter any barriers or require assistance in accessing content, they are encouraged to contact [contact email] so that improvements can be made collaboratively.

# CONTACT

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