General Terms and Conditions for Data Deliveries of Compass-Verlag GmbH

These General Terms and Conditions for Data Deliveries (hereinafter referred to as "GTC DD") apply to all present and future services, including, without limitation, to services related to data deliveries, provided by Compass-Verlag GmbH, FN [Austrian Business Register number] 124277k, Commercial Court Vienna [*HG Wien*] (hereinafter also referred to as "Compass") to the contracting party (hereinafter referred to as the "Customer"). Terms and conditions of the Customer which differ from the GTC DD of Compass-Verlag GmbH do not apply

1. Services, delivery

1.1. Compass delivers to the Customer and the Customer takes delivery from Compass of data contents as agreed in the contract concluded, which is based on these GTC DD. The type and volume of the deliveries to be made and the fees to be paid for the same will depend on the contract concluded with the Customer. Unless otherwise expressly agreed, this constitutes a continuous obligation. If a specific obligation is entered into, which is fulfilled by Compass by the agreed one-off delivery, this will be expressly stated in the contract concluded.

1.2. Prior to conclusion of the contract the Customer has sufficiently informed themself about the functioning of Compass' services and confirms that they know about the deliveries and services in detail. On the basis of this knowledge the Customer has decided to use Compass' deliveries and services in their business in the way defined by themself. They must seek advice on doubtful issues from Compass' employees or knowledgeable third parties before concluding the contract. In any case it will be assumed that the Customer possesses all the information necessary for proper use of the data contents provided by Compass. Specifications of the Customer must be given in writing. Compass will not provide any training. However, if training with regard to use of the data contents is requested, a separate written agreement must be concluded on the same.

1.3. The Customer acknowledges that the deliveries being the subject matter of the contract may also be provided by a group company of Compass and gives their consent hereto. The following companies are deemed group companies: Compass-Datenbank GmbH, Compass-Redaktion GmbH and HF Data Datenverarbeitungsgesellschaft m.b.H.

1.4. Compass endeavours to strictly meet the agreed delivery dates to the best possible extent. However, the envisaged delivery dates can be met only if the Customer fulfils any duties to cooperate they may have to the extent necessary. If Compass confirms a specific delivery date or delivery period, in exceptional cases the delivery time may be extended by up to 50% (e.g. 15 instead of 10 days). Such possible extensions shall be deemed accepted and shall not constitute a delay.

1.5. The data deliveries being the subject matter of the contract may also be effected via a separate programming interface (hereinafter "API"). For the term of the contract (Clause 6 of these GTC) the Customer will be provided with a free development access. If operational access to "Wirtschafts-Compass" is provided in addition to the development access, the maximum number of searches permitted via this development access is limited to 10% of the number of operational searches for the term of the contract. If there is no operational access to "Wirtschafts-Compass", it is agreed as a "fair use regulation" that, as part of the free development access, 300 searches in "Wirtschafts-Compass" will be deemed permitted for the term of the contract. Exceeding the search volume by more than 50% is only permitted upon Compass' express consent; otherwise, excerpts searched will be charged according to the current price list; see: https://api.wirtschaftscompass.at/de/preise.

1.6. If the data is transmitted via the internet, the Customer's internet connection must be adequate. In this context, the Customer acknowledges that the speed of the search of the database contents depends on the internet connection used by them. During maintenance or system-related shutdowns or during backup operations the application

may be unavailable (=fault). Liability for availability of data/services is limited insofar as the Customer is only entitled to a price reduction after such a fault if the fault is attributable to Compass. If this is the case a pro-rata price reduction corresponding to the extent of the fault may be claimed.

2. Rights and duties of the customer

2.1. The data delivery being the subject matter of the contract is exclusively made for the Customer's own internal information purposes on the basis of the object of the Customer's business or trade licence at the time of conclusion of the contract. The Customer is not entitled to use the data delivered beyond their aforementioned own internal information purposes. In any case commercial use of such data in any form whatsoever is excluded and prohibited.

2.2. The Customer is not entitled to disclose data delivered by Compass to third parties, irrespective of whether disclosure is made in whole or in part, for consideration or for free, be it changed data and/or the Customer's own data. The only exception is a disclosure to specific clients by lawyers, notaries or tax advisors. The parties may agree on more exceptions in compliance with the formal requirement defined in Clause 8.1 of these GTC. The use of Compass data contents for customers of the Customer ("Sub-customers) may not lead to financial disadvantages for Compass, e.g. by Sub-customers becoming competitors of Compass. At Compass' request the Customer will disclose the entirety of Sub-customers who use the Compass data contents at any time. The Customer will be liable for violations of this prohibition and hold harmless Compass in the case that regular customers are lost.

2.3. The contents and structure of the database(s) and the search methodology as well as the software and its specific functionalities are the intellectual property of Compass. The Customer undertakes to observe the Austrian Copyright Act [*Urheberrechtsgesetz*], including, without limitation, with respect to the provisions on databases and database works. In this context the Customer undertakes to refrain from anything that might allow them or third parties to imitate the search methodology or the contents or structure of the database(s), or the software, parts of the software or its functionalities (e.g. by reverse engineering). In particular, the Customer is prohibited from feeding the entirety or parts of the searched data into a separate database, unless contractually agreed.

2.4. For any breach of the restrictions on use and the prohibitions defined in paragraphs 2.1., 2.2. and/or 2.3. above the Customer shall pay Compass a contractual penalty of EUR 50,000.00 (fifty thousand euros), which is not subject to a judicial right of reduction, within 14 days of a request to that effect. Compass may assert additional claims for damages vis-à-vis the Customer separately.

2.5. The Customer will take all reasonable measures to ensure that unauthorised persons do not have access to the data delivered. In addition, the Customer will inform their employees, freelancers and other persons who have authorised access to the data being the subject matter of the contract of the restrictions on use set out in paragraphs 2.1. and 2.2. above and of the legal consequences of a breach of those restrictions as described in paragraph 2.3. Upon request by Compass the Customer shall at their cost take all legal and other measures to prevent unauthorised use of the data by third parties, insofar as such third parties have unlawfully gained access to the data being the subject matter of the contract at least due to contributory negligence on the Customer's part.

2.6. The Customer is not permitted to assign rights or duties under the contract to third parties, unless Compass gives its express written consent thereto on a case-by-case basis.

2.7. The Customer undertakes to ensure and comply with the provisions of the laws applicable from time to time, including but not limited to those in the area of telecommunication (the Austrian Telecommunications Act 2021 [*Telekommunikationsgesetz/TKG*]), and data protection (the General Data Protection Regulation GDPR and the Austrian Data Protection Act [*Datenschutzgesetz/DSG*]) when using the data or parts thereof.

2.8 For using Compass data contents via an API the Customer may develop their own software or online services. Compass may develop and update the API in order to enhance existing features or add additional features. The Customer themself is responsible for updating their API and keeping it operable, if necessary.

2.9. The customer shall refrain from using technical methods to carry out automated search, retrieval, or download requests that exceed normal usage behavior and are likely to impair the system stability or performance of the services provided by Compass-Verlag GmbH or HF Data.

In the event of a breach, Compass-Verlag GmbH shall be entitled to introduce rate limiting, block the customer’s

access and to terminate the contract with immediate effect for good cause. Any further statutory or contractual rights of the provider — in particular claims for damages or injunctive relief — shall remain unaffected by this provision.

3. Data protection

3.1. Compass will store and process the personal master data of the Customer and their employees concerned (including but not limited to name, business name, address and email address) as well as the data required for the purposes of billing and use management (including but not limited to search volume, searching entity and the like). Processing will be done for the purpose of providing the contractual services, billing and accounting. Pursuant to Art. 6.(1)(b) of the EU General Data Protection Regulation (GDPR) processing is required for fulfilling a contract to which the data subject is a contracting party.

3.2. Compass will take all technically feasible and reasonable precautions to protect the stored data. Compass observes the provisions of the Austrian Data Protection Act and the EU General Data Protection Regulation. In addition, Directive 2003/98/EC on the re-use of public sector information and the Austrian Statute on Further Use of Information [*Informationsweiterverwendungsgesetz*], among others, applies to the processing of publicly available official information.

4. Fees and billing

4.1. In the case of a continuing obligation in the form of an ongoing data subscription the fees for data deliveries may be adjusted once a year with effect for the following billing period. Unless a different billing period has been agreed, the billing period will be one year, commencing on the anniversary of signing of the contract.

4.2. In the case of changes in the volume of the data deliveries the adjustment will be made as a percentage according to the relevant change. Irrespective of the change in the volume of the data deliveries stability of value is deemed agreed. The benchmark for calculation of value adjustments is the Consumer Price Index, which is published monthly by Statistics Austria, or an index replacing the same *ex officio*. The reference figure for adjustments is the index figure published for the month in which the contract is concluded. All changes are calculated to one commercially rounded decimal place. Compass reviews the applicability of the stable-value cause at regular intervals and at least once every calendar year and is entitled to charge the Customer any resulting increase amounts, including retrospectively.

4.3. The bills issued by Compass are payable without any deductions and free of any charges immediately upon receipt of the bill.

4.4. Any acquisition of title by the Customer is subject to the condition precedent of fulfilment of their contractual obligations. Payments will always be credited to the oldest account receivable. The Customer is not entitled to withhold payments on account of potential default on the part of Compass. In the case of late payment statutory late payment interest and the necessary dunning and collection charges as defined in Section 1333 Austrian Civil Code [*ABGB*] will be charged and the said statutory provision is extended beyond its area of application to cover legal relationships with consumers as defined by the Austrian Consumer Protection Act [*KSchG*].

4.5. Compass is entitled to pass on increases in its cost prices (including, without limitation, the data procurement prices) to the Customer. The Customer will be informed about the price increase at least one month before it will become effective. If a monthly or annual lump sum has been agreed, Compass will also be entitled to raise the lump sum where the user frequency exceeds the frequency on which the calculation is based by 3% or more or where the user frequency increases by 3% or more year on year.

4.6. The Customer must immediately notify Compass in writing of any changes of their name or business name or any change of their address or of the type of their business entity/legal form and their Business Register Number. If the Customer fails to notify such changes and if for that reason they do not receive legally relevant communication from Compass sent to the address or email address most recently advised by them, in particular bills, payment reminders or notices of termination, such communication from Compass will be considered received nonetheless.

5. Exclusion of warranty and liability

5.1. Compass provides its contractual services by transmitting the agreed data to the Customer in the transmission mode provided for in the contract concluded. If no mode of

data transmission is provided for, Compass may use any customary mode of transmission or delivery. Upon receipt of the data by the Customer Compass has fulfilled its (one-off or recurring) performance obligation in full. In addition, the Customer is exclusively responsible for using the delivered data in the desired form and in a permissible way. In this context Compass assumes no liability and does not owe any result of the data use desired by the Customer.

5.2. Compass assumes no warranty for uninterrupted availability of its services and is not liable for any damage the Customer may suffer as a result of search operation faults. Warranty only applies to the extent that Compass has made an express written promise with regard to a specific quality of the service item. Any advertising materials provided by Compass whatsoever that contain technical data or quality descriptions constitute no promised qualities.

5.3. Due to the nature of the internet no guarantee whatsoever is made regarding permanent availability and/or accessibility of the contents of the database. Compass will timely notify the Customer of any interruptions or material restrictions, to the extent that the same are necessary for maintenance, carrying out of internal work or for preventing faults. Such advised interruptions do not entitle the Customer to a reduction in charges (unless Clause 1.6. applies).

5.4. Compass compiles all data with utmost precision. However, with regard to any sources of errors that may arise in the course of documentation no liability is assumed for accuracy or completeness of the delivered data. Compass is by no means liable for errors, late entries or cancellations or incompleteness where data from the Business Register Database of the Republic of Austria is made available.

5.5. To the extent permitted by law the following limitations of liability are agreed: any liability of Compass for damage caused by slight negligence on the part of an officer, employee or agent [translator's note: *Erfüllungsgehilfe* as defined in Section 1313a *ABGB*] is fully excluded. Any liability of Compass for damage caused by gross negligence on the part of an officer, employee or agent is limited to half the delivery value of the billing period in which the damage occurred. The total of all claims for damages which result from one particular service that is continuously provided, can be limited and is thus coherent is deemed a single claim.

5.6. Compass is not liable for completeness or accuracy of the information contained in the delivered data, nor for profit lost or for pecuniary or consequential damages arising from use of the delivered data. Under the remaining limitations of liability of this Clause 5 Compass, in principle, exclusively warrants that the information purchased at the instigation of Compass will not be changed by Compass in such a way that the change affects the informative value of the delivered data.

5.7. Any claim of the Customer for damages will become time-barred 18 months after the date the Customer becomes aware of the damage and of the party who caused the damage and in any case 10 years after the occurrence of the damage.

5.8. If the Customer is held liable or threatened to be held liable for an infringement of intellectual property rights of third parties due to use of the products being the subject matter of the contract the Customer will immediately inform Compass. The Customer will grant Compass the possibility to defend the claim and/or obtain full justice; otherwise they will lose their right of recourse.

6. Term of the agreement

6.1. Usually the contract between Compass and customers is concluded for a period of one year and will be renewed for another year if neither party terminates the contract by giving one month's notice as of the end of the contract year. Either party may terminate an unlimited contract as of the end of any quarter by giving three months' notice.

6.2. The right to immediate termination remains unaffected. Compass will be entitled to this right in particular if insolvency proceedings are opened over the Customer's assets or if no insolvency proceedings are opened for lack of assets to cover the costs or if the Customer breaches their obligations set out in Clause 2 of these GTC DD and/or their payment obligations.

6.3. Notices or declarations under this Clause 6 must be sent by registered letter to the business address shown in the Business Register or, in the absence thereof, to the address most recently advised.

7. System changes

Compass may decide at its own discretion to change the mode of data transmission and the data structure after having given 3 months' notice and expiry of that period. Where necessary, Compass is also entitled to prolong or shorten this period by one to two months.

8. Register of Beneficial Owners

8.1. Extracts from the official Austrian Register of Beneficial Owners (“WiEReG”) may also be requested via the Wirtschafts-Compass API. In this context, Compass acts solely as a technical intermediary for the transmission of extracts and assumes no contractual obligations beyond this function. In particular, Compass shall not be responsible for any content-related service disruptions or technical delivery failures attributable to the sphere of the WiEReG operator (currently the Austrian Federal Ministry of Finance).

8.2. The WiEReG is not public but is subject to access requirements determined by the operator. Compass has no influence over these access requirements and assumes no contractual responsibility for any services in this connection.

8.3. Due to its role as a technical intermediary, Compass may be subject to certain due diligence obligations towards the WiEReg operator. In this context, it may be necessary for Compass to obtain and store evidence (including, but not limited to) regarding the customer’s identity, professional authorization, and power of representation. If such evidence is not provided, the customer may be excluded from the WiEReG service. The sole responsibility for granting access lies with the operator, and Compass assumes no contractual responsibility in this regard.

9. Miscellaneous

9.1. Modifications of or amendments to the contract must be made in writing; this also applies to a derogation from the requirement of written form.

9.2. If any provision of the contract is ineffective, it will be replaced by an effective provision which comes as close as possible to the business purpose of the ineffective provision. Ineffectiveness of any provisions of the contract will not affect the validity of the contract.

9.3. For all disputes arising out of the contract the parties agree on local jurisdiction of the court in Vienna's First District having jurisdiction over commercial matters. The place of performance is the registered office of Compass.

10. Special Provisions for Services as a Clearing Office (“Verrechnungsstelle”)

10.1. Where official, fee-based documents from the databases of the Republic of Austria are obtained directly via Compass-Verlag GmbH, the company acts as a sub-clearing office of HF Data Datenverarbeitungsgesellschaft m.b.H. (hereinafter referred to as the “Clearing Office” or “HF Data”). This applies in particular to data and documents from the Austrian Companies Register (Firmenbuch), the Land Register (Grundbuch), the Central Trade Register (Zentrales Gewerberegister), and the Central Register of Residents (Zentrales Melderegister).

10.2. As the Clearing Office, HF Data is responsible for transmitting the contractual data from the Austrian Federal Computing Centre (Bundesrechenzentrum) to the customer and for collecting the fees prescribed by the Republic of Austria in accordance with the applicable fee regulations in their current version. Value-added tax (VAT) is not included in the prices.

10.3. In addition to the official fees pursuant to clause 10.1, Compass-Verlag GmbH shall charge a clearing office surcharge for its services and, where applicable, a service fee for processing.

10.4. The records of HF Data shall be authoritative for determining the services used. Invoicing shall be based on the volume retrieved and shall occur no later than the end of the calendar year.

10.5. The contractual data and documents shall be transmitted to the customer in the form in which they are provided by the Austrian Federal Computing Centre. Compass-Verlag GmbH provides no warranty and assumes no liability for the accuracy or completeness of the transmitted contractual data.

10.6. Compass-Verlag GmbH shall only be liable for claims arising from disruptions in data transmission (distortions, omissions) in connection with HF Data’s activities as

Clearing Office if it is proven that the disruption occurred during the data transmission carried out by HF Data and that a person for whom HF Data is responsible caused the disruption at least through gross negligence.

10.7. Should Compass-Verlag GmbH be subject to any warranty obligation for any reason whatsoever:

- such obligation shall, where possible, be fulfilled by Compass through external access to the customer's system; and
- the warranty obligation shall be limited to defects that are reproducible.

10.8. Any liability for damages is excluded for the following types of damage:

- loss of goodwill and business relationships;
- loss of data, unless data backup is expressly part of the agreed services;
- damages caused by delay;
- production downtime, loss of profit, and purely financial losses;
- consequential damages and damages arising from third-party claims.