

VERPURA Contract Conditions

Terms of agreement:

The contractor (Verpura GmbH) has developed the software "VERPURA" for small and medium enterprises. This product is available in a basic package and several additional modules. The clients are given access to the software by the contractor. There is no need for a special installation on the client's computers. Due to the fact that all functions of "VERPURA" are given via Internet, a suitable Internet connection is necessary. The client gets the appointed number of accounts. Any additional account is available for a valuable consideration. The contract comes off by ordering the account by the user. This can be done by the **WEB-FORM**, by E-Mail, through the **Contact-form** or by an order-form. The confirmation will be sent by E-Mail to the customer. Additional agreements to the contract have to be done in written form and have to be negotiated with the contractor.

Test-accounts

Test-accounts are time limited, free accesses. After the testing phase these can be converted to a paid subscription.

Delivery & guarantee

The delivery and accordingly the establishing of the account to the ordered software package takes place within 14 days after accepting the offer by the contractor. Concerning questions about access and operation, the client is provided with a hotline for free. A liability of the contractor concerning the loss of client data is limited to cases of gross negligence from the contractor.

Duration of contract

If not agreed in other ways the contract is signed for an indefinite time. The agreement can be terminated first-time after the end of the appointed minimum duration and afterwards respectively at the end of each calendar month, under adherence to a cancellation period of 1 month, in written form. The appointed minimum duration is 6 months and starts at the date of clearing the access and informing the client about this.

The contract partners are able to terminate the agreement in the case of an important reason immediately and without any cancellation period.

Important reasons for one partner are given in the case of:

- opening of bankruptcy concerning the other partner's estate or the refusal of bankruptcy proceeding for lack of estate
- fundamental breaches of the contract, especially in the case of late payment, and not manufacturing the contractual conditions, if this is announced three weeks before and in general
- when the account to the software "VERPURA" is abused

Use fee

For the use of the software and related services and products a monthly usage fee is charged according to the price list. The current prices are guaranteed for a length of 6 months.

By the end of this term, the contractor reserves the right to change prices by cancelling the contract and turning it into a new one in form of a change notice. The client gets informed about the price change by an individual mail or email. If there is not any disagreement concerning the price change form within 14 days, contract ends subject to a cancellation period of 3 months, count from the acces of the written disagreement to the last day of the current month. The client is to be informed about the meaning of this behavior and also about the consequence of the declaration of the changed price. If the user diasgrees only a part of the changed price, which per example concerns only an additional package, the contract ends only concerning the additional package, which was not longer accepted by the user. The remaining contract stays valid. The use fee includes inter alia the further development of VERPURA and also the technical support hotline. All listed prices are without value-added tax (VAT).

Accounts from the contractor are payable within 14 days from billing date. The payments to the contractor's account have to be done a way that allows a clear allocation of the incoming payment. Costs for the incoming payment (e.g. bank charges) are at the expense of the client. If the user does not pay on time, and if the user causes costs for the appropriate prosecution of the rights of the contractor there will be the consequence of §1333 ABGB. The user is not allowed to offset with against demanding against hte contractor. This is only possible, if the contractor is insolvent and in those cases, if the against demanding is in a legal an proper context with the liabilities of the user, or if the have been determined by a court or have been recognized.

System requirements for client

The client has to care for a constant stable and trouble-free internet connection in order to use the online service. IN addition the client is responsible for the serviceability of his terminal and an up-to-date software for internet use. (web browser)

Data security

The contractor guarantees, not to hand any data to third persons, to protect them from abuse and to care for safe keeping. In the case of expiration of the contract, all data of the client remaining on the server will be deleted. All data can be transferred to the client for separate money.

Feature and sevice modification

Feature and service modification of VERPURA like updates and enhancements are free for the user and have no impact on the subject of contract.

Availability

The contractor guarantees for a 99 percentage availability of the contractual package per calendar year (a week means Monday-Sunday around the clock). This means a possible failure rate of 3.7 days per year. In the case of a higher failure rate the contractor commits himself to an aliquote price reduction based on the added failure time. Additional indemnity claims are not to be claimed.

Place of jurisdiction and miscellaneous

In case of disputes out of this agreement, both sides agree to the exclusive jurisdiction of the competent court in Linz, Austria. Therefore the laws of Austria applies for this agreement. The application of the UN Sales Convention is excluded. Changes or additions to this agreement must be in written form. Should one or more provisions of this Agreement is held invalid or unenforceable, then this shall not affect the validity of the remaining agreement. The invalid provision shall be replaced in this case by a term or condition that is close to the will of the contracting parties.