

# General Terms and Conditions for Agile Software Development

**RISC Software GmbH**  
**08 March 2021**

## 1. Scope

- 1.1. These General Terms and Conditions for Agile Software Development (hereinafter "GTC") apply to all legal transactions and orders for which RISC Software GmbH (hereinafter "RISC") is the contractor and the software development is to be carried out according to the principles of agile project management.
- 1.2. These GTC shall therefore apply if (i) express reference is made to them, (ii) "agile" project implementation is expressly agreed or (iii) it is clear from the content of the contract or other circumstances that the performance by RISC is to be carried out in accordance with the principles of agile project management within the meaning of the Manifesto for Agile Software Development ([www.agilemanifesto.org/](http://www.agilemanifesto.org/)).
- 1.3. Within the scope of these General Terms and Conditions, RISC shall conduct legal business exclusively on the basis of these General Terms and Conditions.
- 1.4. Deviating general terms and conditions of the Client are not accepted by RISC. RISC is not obliged to object to the Client's general terms - and conditions, not even if the Client's general terms and conditions state the validity of the same as an express condition.

## 2. General information on agile software development

- 2.1. The goal of agile project management is to control the complexity of software development through extensive self-organisation of the development team without a concrete specification of the software to be delivered and its costs by the client. In the course of the project, the software ("product vision"), which was only roughly defined at the beginning of the project, is created in a large number of manageable performance sections (so-called "sprints") in close coordination between the contracting parties.
- 2.2. In the context of agile software development, RISC therefore does not owe a work determined from the beginning in the sense of a concretely defined software, but only the careful provision of programming services in the context of the individual development steps of the project under close cooperation and control of the Client. In

this respect, the responsibility for execution in agile software development is shared between RISC and the Client, which must be taken into account as a central maxim of interpretation for the contractual relationship between RISC and the Client (including these GTC).

- 2.3. If there are no explicit regulations between RISC and the Client for individual legal issues, the legal provisions of the service contract shall apply in case of doubt, whereby RISC shall exercise the rights and obligations of the service provider.
- 2.4. These GTC have been drawn up in accordance with the terminology and procedure of the so-called "Scrum" method, but in the absence of provisions to the contrary they shall apply mutatis mutandis to all methods of agile software development. If no specific process model of agile software development has been agreed between the contracting parties, the "Scrum" method shall be deemed agreed in case of doubt.

## 3. Offer

- 3.1. Offers by RISC for the implementation of agile software projects are always subject to the provisions of these GTC.
- 3.2. Offers from RISC are generally binding for a period of 14 days and are always subject to subsequent adjustments within the scope of the agile project implementation.
- 3.3. Unless the offer expressly provides otherwise, the binding nature of offers within the scope of these GTC is always limited to the introduction or conception phase of the project (at RISC regularly referred to as "finalisation of the solution concept"). Information regarding the implementation phase (e.g. the "Scrum") as well as all further intended project phases (e.g. the further development phase) are in case of doubt always to be regarded as non-binding and do not give rise to any legal claims on the part of the Client.
- 3.4. Within the scope of these GTC, offers of RISC always refer to the provision of specialised programming services within the scope of agile project implementation for the best possible realisation or approximation of the product vision specified by the Client. In this context, RISC

undertakes to perform the programming services it assumes with the diligence of a prudent businessman; no liability or guarantee is given for a certain success with regard to the overall product or the product sections ("product increments") to be delivered at the end of individual service sections (sprints).

- 3.5. Unless expressly warranted in writing, RISC is generally and in particular with regard to digital services and goods with digital elements, not obliged to provide updates or to establish a certain compatibility. This applies equally to standard software used and software under free and open source license.
- 3.6. The offer as well as all documents related thereto, in particular project documents, are the property of RISC and are also protected in its favor; duplications or other exploitations or adaptations and modifications thereof are not permitted without express consent.
- 3.7. All offer and project documents may neither be reproduced nor made accessible to third parties without the consent of RISC. They may be reclaimed at any time and must be returned to RISC immediately if the order is placed elsewhere.

#### 4. Conclusion of contract

- 4.1. The contract shall be deemed concluded when RISC has sent a written order confirmation or a delivery after receipt of the order based on RISC's offer.
- 4.2. If an order confirmation from RISC contains changes to the order, these are deemed to have been approved by the Client, unless the Client objects in writing without delay.
- 4.3. The information contained in catalogues, brochures and the like as well as other written or oral statements are only authoritative if they are expressly referred to in the order confirmation.
- 4.4. Subsequent amendments and additions to the contract including the GTC require written confirmation to be valid. This shall also apply to any waiver of this requirement of written form.
- 4.5. Verbal information, collateral agreements as well as all other declarations and undertakings of RISC of any kind whatsoever are invalid, unless they are confirmed in writing as agreed by RISC prior to the conclusion of the contract.
- 4.6. RISC is free to assign the order placed with it or parts thereof to third parties (subcontract).
- 4.7. Employees of RISC are not authorized to make legally binding declarations, such as promises regarding specific delivery dates, prospects of success, etc.

#### 5. Obligations of the client to clarify and cooperate

- 5.1. The Client acknowledges that the successful implementation of the project within the framework of agile project management is particularly dependent on its proactive participation in each phase of the project and that it therefore has a responsibility to duly execute the project.
- 5.2. The contracting parties will agree on specific obligations of the Client to cooperate. In addition, the Client must ensure that RISC is provided with all data and documents necessary for the execution of the order in a timely manner, even without a specific request or contractual agreement, and that RISC is informed of all processes and circumstances that may be of importance for the execution of the order. This also applies in particular to those data, documents, processes and circumstances that only become known or relevant during the agile project implementation.
- 5.3. If RISC requests certain cooperation, instructions or approvals from the Client within the scope of the project implementation and if these are not provided within the reasonable period of time specified by RISC, all warning and notification obligations incumbent on RISC shall be deemed to have been fulfilled and the subsequent unauthorized implementation of the affected development step by RISC shall be deemed to have been expressly approved by the Client. In urgent cases, especially if the achievement of specified development goals (e.g. product increments) would otherwise be jeopardized, a reaction time of a few hours may also be appropriate and required by RISC.
- 5.4. The legal effects according to the preceding point 5.3 shall also apply if the Client fails to provide necessary clarifications or instructions at any time during the implementation of the Project, although the Client becomes aware or suspects that RISC is acting on the basis of incorrect assumptions, that individual implementation steps do not meet the requirements of the Client or that the implementation of the Project by RISC is otherwise going in the "wrong direction".
- 5.5. The Client shall ensure that in the case of services and preliminary services which are made available to RISC by the Client, the legal relationships with regard to these services and preliminary services are such that RISC is not confronted with an infringement on third-party intellectual property rights, ancillary copyrights, know-how and processing rights. The Client shall indemnify and hold RISC harmless with regards to such aspects of competition law, intellectual property law and similar aspects and shall in

particular compensate RISC for any - disadvantages arising irrespective of fault. Correspondingly, the Client undertakes to inform RISC immediately if claims for infringement of intellectual property rights or other ancillary copyrights are pending.

- 5.6. The Client shall ensure that the organizational framework conditions at its place of business allow the work to be carried out as undisturbed as possible during the performance of the order and are conducive to the rapid progress of the performance process.
- 5.7. The Client shall ensure compliance with and observe all safety-related, statutory and official provisions, rules and regulations relevant to the deployment or use of the deliverables and shall indemnify and hold RISC harmless in this respect.
- 5.8. In the event of a loss of time in the course of the project implementation due to the Client's failure to comply with the cooperation obligations set out in this section, agreed deadlines or time periods (e.g. the duration of a sprint) shall be extended accordingly at RISC's request. In addition, any additional expenses and damages incurred as a result of the failure to comply with the cooperation obligations of this section or to comply with them in a timely manner shall be borne entirely by the Client.

## 6. Product Owner

- 6.1. Immediately after the conclusion of the contract, the Client shall appoint a "Product Owner" to RISC who is equipped with sufficient decision-making powers to make project implementation decisions on his own authority and directly (i.e. without delay due to internal release mechanisms at the Client). The Client may not claim against RISC that the Product Owner was not entitled to exercise individual design rights in the course of the agile project implementation, as long as these are within the limits of the subject matter of the contract.
- 6.2. The Product Owner is the central contact person vis-à-vis RISC for all matters relating to the implementation of the Project. Declarations made by or to the Product Owner are deemed to be legally effective declarations made by or to the Client or to the Product Owner.
- 6.3. The Product Owner is responsible for the proactive and regular control of the work performed by RISC and the communication of the project progress to the Client. Upon invitation by RISC, the Product Owner, or a fully authorized representative provided by the Product Owner, shall participate in all project control meetings (e.g. Sprint Planning Meeting or Sprint Retrospective) and shall also be available

to RISC for consultation and participation to a reasonable extent.

- 6.4. RISC shall not be liable for any damages, delays or defects caused by the Product Owner neglecting his participation, control, communication or other cooperation duties and these shall be borne entirely by the Client.

## 7. Development team

- 7.1. RISC shall provide a technically suitable development team for the project implementation, the composition of which shall be subject to the sole discretion of RISC. RISC may adjust the composition of the development team at any time without having to consult with the Client. Such changes are possible for each performance phase (e.g. for each sprint) or even during individual performance phases, whereby RISC strives to maintain personnel continuity within individual performance phases.
- 7.2. The members of the development team work in a self-organised manner and are not subject to instructions from the Client. In particular, no employment relationship is established between individual members of the development team and the Client.
- 7.3. Statements made by or to individual members of the development team shall not have any legal effect for RISC.

## 8. Prices

- 8.1. Cost estimates or budget planning by RISC are non-binding. If, in exceptional cases, binding cost estimates or budget plans are nevertheless agreed, these are, in case of doubt, limited to the conception or implementation phase of the Project (finalisation of the solution concept).
- 8.2. Unless otherwise agreed, the services shall be provided on a time and material basis at RISC's standard rates of remuneration at the time of the provision of the services. If services are agreed at fixed prices, unforeseeable, untypical increases in expenditure or those falling within the sphere of the Client entitle RISC to make corresponding unilateral adjustments to the remuneration.
- 8.3. The prices are exclusive of all cash expenses, ancillary costs within the scope of the provision of the service as well as the statutory value added tax. If fees, taxes or other charges are levied in connection with the provision of services, these shall be borne by the Client.
- 8.4. The prices are based on the costs at the time of the initial price offer. Should costs increase by the time of delivery, RISC is entitled to adjust prices accordingly.

8.5. The client shall bear all expenses, such as travel and accommodation costs, expenses and third-party claims for remuneration incurred in the course of the performance of the contract, against evidence. The costs for travel, daily and overnight allowances shall be invoiced separately to the Client by RISC. Travel times are considered as working time.

8.6. If the parties have not agreed on the remuneration of a service of RISC, the performance of which the Client could only expect according to the circumstances against remuneration, the Client shall pay the remuneration customary for this service. In case of doubt, the remuneration rates charged by RISC for its services at the time of performance shall be deemed customary.

## 9. Delivery

9.1. RISC endeavors to adhere as closely as possible to the agreed deadlines for fulfilment (including all performance sections, such as sprints). However, the Client acknowledges that within the scope of agile software projects, schedule adjustments may naturally become necessary on an ongoing basis.

9.2. Deadlines for the provision of services can only be confirmed on the part of RISC by a contact person made known to the Client or by the management. Deadlines must be set in writing. This obligation can only be deviated from if the written form is observed.

9.3. Performance dates for individual product sections (product increments) or the overall performance are always non-binding in case of doubt. Product segments that were planned for a specific performance segment (e.g. sprint) shall therefore be deemed to have been performed on time in any case even if they are performed in the performance segment immediately following the originally planned performance segment.

9.4. Official approvals and any approvals of third parties required for the execution of orders shall be obtained by the client at his expense. If such approvals are not obtained in time, the deadline for the performance of the service shall be extended accordingly.

9.5. Delays in performance or cost increases due to unforeseeable circumstances or circumstances independent of the will of the parties, such as force majeure (e.g. strike, lockout, official orders, general disruptions in telecommunications, etc.), as well as due to circumstances within the sphere of influence of the Client (e.g. non-timely provision of cooperation services, delays by third parties attributable to the Client, etc.) are not the responsibility of RISC and entitle RISC to postpone the provision of the affected services for the duration of the hindrance plus a

reasonable start-up period and to adjust the price accordingly.

9.6. The information contained in the aforementioned 9.4 and 9.5 circumstances referred to above shall be documented in writing without delay and communicated in writing to the other party to the contract.

9.7. Operational disruptions for which RISC is not responsible and events of force majeure as well as other events beyond the sphere of influence of RISC, in particular also delays in delivery and the like on the part of the upstream suppliers, entitle RISC to extend the delivery periods or, in the case of permanent obstacles to performance, to cancel the contract, to the exclusion of any warranty claims, claims for the avoidance of errors and claims for damages.

9.8. RISC is always entitled to make partial deliveries and to issue partial invoices.

9.9. The delivery (e.g. the transport or the data transmission) shall be made for the account and at the risk of the client, even in the case of partial deliveries. Insurance of the delivery item shall only be carried out for the account and express order of the client.

9.10. In case of export of the delivery item, the Client is obliged to arrange for the necessary export and customs permits and the like at his own expense. RISC is not liable for the admissibility of the export of the delivery item. Should RISC incur any expenses or costs due to the dispatch, transmission, transport or export of the delivery item, the Client shall indemnify and hold RISC harmless in this respect.

9.11. In the event of a delay by the Client, of whatever nature, RISC is entitled to suspend performance for as long as the delay continues; the delivery period for RISC shall be extended by this duration (also for individual performance sections, such as sprints). If the delay of the Client also has an impact on the execution of other projects of RISC, RISC is entitled to execute the other projects first without any claims of any kind for the Client.

## 10. Transfer of risk and place of performance

10.1. Risk and danger shall pass to the Client upon release (see below) of the service or partial service to be provided by RISC, irrespective of the agreed cost bearing.

10.2. The place of performance of RISC's services is the registered office of RISC.

## 11. Acceptance and release of the services

11.1. RISC hands over the results of the completed service sections (e.g. sprints) to the Client as independent partial services.

11.2. After each stage of performance, the Product Owner shall immediately check whether the Services have essentially been performed in accordance with the contract. If the services have essentially been performed in accordance with the contract, the Product Owner shall immediately release the services and the Client shall not be entitled to refuse acceptance. Insignificant defects or deviations do not entitle the Client to refuse release or acceptance.

11.3. If the Product Owner does not consider the services rendered to be essentially in accordance with the contract, it must notify RISC of its complaints without delay (and within three working days at the latest). If the Client does not raise objections immediately, the release is deemed to be tacitly granted and the further project implementation will continue as planned.

11.4. If the Product Owner complains about deliverables in due time and if the complaints are justified, the Contractor shall take the complaints into account in the next suitable Sprint. Except in cases of blatant gross violation of professional diligence by RISC, efforts to remedy complaints will be charged in full.

## 12. Tests

12.1. If the execution of tests has been agreed for the performance review within the scope of the release and acceptance by the Client, the following conditions shall apply:

12.2. Upon request of RISC, the Client assumes as an independent obligation to cooperate free of charge in the review of the services finally rendered by RISC with regard to their conformity with the contract (test). The expenses of RISC for tests will be charged separately according to the agreed or otherwise usual remuneration rates of RISC.

12.3. RISC will agree with the Client in good time before the test is carried out on the test procedure, the place, the time and the acts of cooperation to be provided by the Client during the test.

12.4. Within the scope of the test, a written test protocol shall be drawn up in which the place, time, technical circumstances of the test, the test result as well as the participants in the test shall be recorded. During the test, the Client shall check the services for their conformity with the contract and have any disadvantageous deviations from the contractually agreed quality that are recognizable to him recorded in the protocol.

12.5. If the Client does not record adverse deviations of the services from the agreed quality which he recognizes during the test or which he does not recognize due to gross negligence, the services shall be deemed to have been provided in accordance with the contract with regard to these unreported deviations. In the event that the Client does not or not completely fulfil his obligation to participate in the test, the Services shall be deemed to have been provided in accordance with the contract, provided that there are no deviations which would have been recognizable in the event of dutiful participation. RISC will draw the Client's attention to this significance of its conduct before the start of the test.

12.6. Any further obligation of the Client to point out detected defects shall remain unaffected.

## 13. Payment

13.1. In accordance with agile project implementation, invoicing also takes place in partial sections. The remuneration relating to a performance section (e.g. sprint) is due for payment upon release of a performance section, unless otherwise agreed. The payments made are down payments on the total remuneration due after completion of the contract project.

13.2. If the contractual relationship ends prematurely (for whatever reason), the remuneration for all services already rendered shall become due when the termination takes effect.

13.3. Payments are to be made within 14 days of receipt of the invoice without any deductions and free of charge to RISC's payment account in the agreed currency. All contractually agreed remunerations are exclusive of the statutory value added tax.

13.4. The Client of RISC is not entitled to withhold or set off payments for any reason whatsoever.

13.5. A payment is deemed to have been made on the day on which RISC can dispose of it.

13.6. If the Client is in default of any agreed payment or other performance under this or any other transaction, RISC may, without prejudice to its other rights

a) postpone the fulfilment of its own obligations until such payment or other performance has been effected and make use of a reasonable extension of the delivery period,

b) make all outstanding claims from this or other transactions due and payable and charge interest on these amounts from the respective due date at the rate of 1.25% per month, unless RISC proves costs

exceeding this. These, however, only insofar as RISC keeps these costs as low as possible in the sense of the duty to minimise damages and does not cause any unnecessary costs.

- c) In any case, RISC is entitled to charge pre-litigation costs, in particular reminder fees and lawyer's fees.

#### 14. Protection of RISC's intellectual property

14.1. The Client is obliged to ensure that the reports, expert opinions, organization plans, drafts, drawings, calculations and the like prepared by RISC within the scope of the order are only used for the objectively identifiable order purposes made known to RISC.

14.2. All rights - including those that only arise on the occasion of the execution of the order - such as in particular intellectual property rights, ancillary copyrights, know-how and processing rights shall remain with RISC. This also applies in particular to inventions developed by RISC and the related know-how. In particular, no rights to the subject matter of the contract arise from the exercise of the cooperation obligations of the Client; the exercise of legally accrued rights is waived in favor of RISC to the extent permitted by law.

14.3. In the case of copyright-protected services of RISC, the Client shall only receive a right of use upon full payment of the remuneration owed, namely a work use authorization with regard to those rights of use that arise compulsorily from the contract. Any further use, in particular the processing and transfer to third parties, requires the written consent of RISC.

14.4. The transfer of the rights of use shall take place for the works referred to in point 14.3. 14.3 The transfer of the rights of use shall take place for the works referred to in section 14.1 after their creation and handover to the Client and only at the time of the full payment of the remuneration for the performance sections relating to the work by the Client. Until full payment of the remuneration, RISC revocably tolerates the use of the software by the Client. RISC may revoke the use of such software for which the Client is in default of payment for the duration of the default.

14.5. The use of the services of RISC that are the subject of the order for advertising purposes requires the consultation and written consent of RISC.

#### 15. Duty of confidentiality, data protection

RISC is obliged to maintain secrecy about all matters that become known in connection with its activities for the Client, unless released by the Client from this obligation of secrecy or a legal obligations conflict

with this. RISC shall also take necessary technical and organizational measures to comply with the data protection requirements for the confidentiality of the personal data of third parties and to support the Client as the data controller in fulfilling its obligations in this respect.

#### 16. Remediating defects and warranty

16.1. It is expressly stated that RISC owes the diligent provision of development services within the scope of the agile project implementation and that no warranty is assumed for the quality and functionality of the subject matter of the contract, unless otherwise agreed in writing between the Client and RISC. The following only applies to warranty claims that nevertheless exist in this respect:

16.2. Claims for improvement or supplementation of what is missing shall be fulfilled by RISC within a reasonable period of time, which shall generally be one third of the period agreed for the performance of the service. A claim for any damage caused by delay cannot be asserted within this period.

16.3. The reversal of the burden of proof, i.e. an obligation of RISC to prove that a defect was not caused, is excluded.

16.4. The warranty claim presupposes that the Client has immediately notified RISC in writing of the defects that have occurred.

16.5. All additional costs incurred in connection with the rectification of defects (e.g. for installation and removal, transport, disposal, travel and travel time) shall be borne by the Client. For warranty work on the premises of the Client, the necessary preliminary work shall be provided by the Client free of charge so that RISC is enabled to fulfil the claims without hindrance.

16.6. If goods are manufactured by RISC on the basis of design data, drawings, models or other specifications of the Client (this applies in particular to any cooperation of the Product Owner), the liability of RISC extends only to conditional and professional execution.

16.7. Excluded from the warranty are such defects which result from arrangement and installation not effected by RISC, insufficient set-up, non-observance of the installation requirements and conditions of use, overloading of the parts beyond the performance specified by RISC, negligent or incorrect handling and use of unsuitable operating materials; this also applies to defects which are due to material provided by the Client. RISC is also not liable for damages caused by actions of third parties, atmospheric discharges, overvoltages and chemical influences. The warranty does not apply to the replacement of parts that are subject to natural wear and tear.

16.8. The warranty expires immediately if, without the written consent of RISC, the Client himself or a third party not expressly authorized by RISC carries out modifications or repairs to the delivered objects of performance.

16.9. The provisions 16.2 to 16.8 shall apply mutatis mutandis to any liability for defects on other legal grounds.

16.10. The warranty period is six months and commences upon release. RISC has the choice between improvement or replacement of the defective performance; for insignificant and irrecoverable defects or defects that can only be remedied with economically unreasonable effort, RISC also has the right to pay a reasonable discount.

## 17. Liability

17.1. RISC shall only be liable for damages caused at least by gross negligence and in any case only up to the amount of the order value. Any further liability, in particular liability for indirect and consequential damages (in particular consequential harm caused by a defect or lost profits) is expressly excluded.

17.2. If commercial software programs (standard software) are used for the provision of services, RISC shall not assume any warranty or liability for consequential damages in case of program errors or other software errors.

17.3. In the event of non-compliance with any conditions for installation, commissioning and use (such as those contained in operating instructions) or the official approval conditions any compensation for damages is excluded.

## 18. Termination of the contractual relationship, withdrawal from the contract

18.1. Services and projects shall be deemed to be completed after acceptance or sending of a final report, if applicable also a test report or final presentation, etc. or, in the case of personnel services, training, etc., immediately after the agreed scope has been provided. Any subsequent improvement work must be agreed separately in writing or newly offered.

18.2. If the Client cannot create the conditions for execution, RISC may refuse further execution. If the execution is prevented by circumstances within the sphere of the Client or if the Client refuses the execution of the performance, RISC retains the claim to remuneration.

18.3. Cancellations by the Client are only possible with the written consent of RISC. If RISC agrees to a cancellation, it has the right to charge a cancellation fee in the amount of 30% of the

unbilled order value of the total project in addition to the services rendered and costs incurred.

18.4. RISC is entitled to terminate the contractual relationship prematurely for good cause that makes further cooperation unreasonable (extraordinary termination), in particular.

a) in the event of the opening of insolvency proceedings or dismissal for lack of assets and simple default in payment; or

b) in the event of default on a payment despite a qualified reminder (reasonable grace period with threat of withdrawal), unless the default in payment relates to a completely negligible scope of performance; or

c) if an agreed or necessary cooperation of the Client, to whatever extent, fails to materialize in spite of a request with the setting of a reasonable period of grace with threat of withdrawal in the event of non-fulfilment; or

d) if the instructions and specification requests of the Client in the context of the agile project implementation get out of hand in such a way that this results in an unreasonable burden for the business operations of RISC, in particular if this would jeopardize the fulfilment of contractual obligations towards other RISC customers; or

e) if the Client attempts to dissolve the contract without legal grounds, in particular by giving unjustified notice of termination or dissolution of the contract; or

f) if the agreed secrecy or the non-solicitation clause (point 19) is not fully complied with; or

g) if the Client violates such central contractual provisions and rules of conduct that make it impossible for RISC to maintain further cooperation, including not only the de facto impossibility to provide the services in the subject matter, but also discriminatory or derogatory behaviour against employees of RISC.

## 19. Liability

19.1.

The contracting parties (Client and RISC) undertake to be loyal to each other. They will therefore refrain from any enticement and employment, also via third parties, of each other's employees who have worked on the realization of the orders, for the duration of the contract and 12 months after termination of the contract. The contracting party in breach of this provision shall be obliged to pay to the other

contracting party liquidated damages in the amount of one gross annual salary of the employee concerned; compensation for any damage in excess thereof shall remain unaffected.

The requirement of written form pursuant to these GTC is met if a declaration is made by e-mail, whereby the provisions of the ECG apply to the receipt of this declaration.

## 20. Error / laesio enormis

The Client is aware of the services and qualities of RISC.

The Client waives, to the extent permissible under mandatory law, the right to challenge the contract concluded with RISC and to assert an adjustment or cancellation. Claims arising from shortening by more than half are excluded.

## 21. Retention of title

RISC retains title to all items delivered by it until full payment of the invoice amounts plus interest and costs. Retention of title by the Client is not recognized. The Client hereby assigns to RISC, as security for its claims, its claim arising from a resale of goods subject to retention of title, even if such goods have been processed, transformed or altered, and undertakes to make a corresponding note in its books or on its invoices. Upon request, the Client shall disclose to RISC the assigned claim together with its debtor and provide all information and documents required for its collection of the claim and notify the third-party debtor of the assignment. In case of seizure or any other claim, the Client is obliged to point out RISC's right of ownership and to inform RISC immediately. Also against the background of divisible services in connection with agile software development, the retention of title to the entire product remains valid until payment of the entire order value.

## 22. Sending e-mails

It is expressly agreed that RISC may inform the Client by newsletter about events and services of RISC by mail. The consent may be revoked by the Client at any time.

## 23. Other

Should individual provisions of this contract be or become invalid, this shall not affect the remaining content of this contract. The contracting parties shall cooperate in partnership to find a provision that comes as close as possible to the invalid provisions in legal and economic terms.

## 24. Final provisions

RISC agrees that the place of jurisdiction shall be the competent court in Linz, whereby RISC is also entitled to bring actions before other courts if another place of jurisdiction is given. Austrian law shall apply to all disputes, whereby the applicability of the UN Convention on Contracts for the International Sale of Goods is expressly excluded.