

**General Terms and Conditions of Business of More than Metrics GmbH (hereinafter referred to as "Metrics") governing all legal transactions between Metrics and its clients as entrepreneurs (hereinafter referred to as "Client"). Last updated:
September 28th, 2021**

I. General Provisions

- (1) The software solution provided by Metrics (Art. II Service Description) is intended solely for B2B usage. The Client hereby confirms that it is not a consumer as defined in Section 1 of the modified Austrian Commercial Code and that it is not excluded from using these products and services under the laws of the country in which it is resident or the country from which it is using the products and services provided by Metrics. The Client will be liable for any misuse of the status claimed by it.
- (2) Metrics will only enter into contracts with Clients on the basis of these General Terms and Conditions of Business. These will form a key component of any offer and any agreement. Any deviating terms and conditions of the Client will only apply if they have been expressly agreed upon separately and in writing (including by email or fax). Any deviating terms and conditions will not apply even if Metrics has not expressly contradicted them or where the Client makes reference to its own General Terms and Conditions of Business.
- (3) The Client will refrain from and waives the right to amending these General Terms and Conditions of Business by sending its own General Terms and Conditions of Business. In case of a conflict between any binding legal document(s) originating from the Client, Metrics' General Terms and Conditions of Business shall supersede aforementioned legal document(s).
- (4) These General Terms and Conditions of Business will form an integral component of any agreement between Metrics and the Client and hence will also apply to any future agreement with said Client.
- (5) Metrics reserves the right to amend the General Terms and Conditions of Business at any time. The latest version of the General Terms and Conditions of Business in force at the time of concluding the agreement between Metrics and the Client will apply. Metrics will notify the Client of any change to the General Terms and Conditions of Business via appropriate means.
- (6) By clicking the "Sign Up" button during registration, the Client declares its consent and the validity of these General Terms and Conditions of Business.
- (7) The agreement between Metrics and the Client regarding the products selected by the Client will only become legally valid once the Client has verified the products activated within the unpaid and/or trial version or, in the case of an order for payment, its selected products in an overview and has clicked the "Sign Up" button. During the course of the registration for the unpaid version or the paid order, Metrics will send the Client a confirmation email, so that the Client may then set their own password, and will activate the Client's access account within a reasonable period of time.
- (8) Client declares its awareness of the fact that Metrics currently only works with the latest browser solutions from Safari and

Chrome and that these browser solutions are a requirement for using the Metrics software solution.

II. Service Description

- (1) Metrics will provide the following web-based software solutions for the Client's paid use in accordance with these General Terms and Conditions of Business:

"Smapply": a software solution for the structured planning and analysis of service systems using the tools personas, stakeholder maps and customer journey maps. The products enable the Client to gather and analyse the experiences of its partners.

- (2) "Use" will refer to the non-exclusive, personal and non-transferable right granted to the Client by Metrics to use the software provided under this agreement, complete with storage space and database use (hereinafter referred to as "Database Use" for short), in accordance with the Metrics General Terms and Conditions of Business.
- (3) The Client's data saved on the servers used by Metrics during use of the software solution will remain under the Client's control and will be protected against third-party access. Metrics reserves the right to access this data where necessary in order to provide the Metrics services. The latest data stored online by the Client will be backed up multiple times a day by mirroring of the database. During the term of the agreement, the Client will be entitled to perform a data export itself in the formats provided for by Metrics.
- (4) The products offered by Metrics take the form of a Software-as-a-Service solutions (hereinafter "SaaS Solutions" for short). In addition to the general system requirements, only the performance specified in the latest version of the product description for the product selected by the Client will be authoritative for the quality of the SaaS Solutions. The SaaS Solutions usually include a user interface (client), an encrypted transfer, data processing and encrypted access to the Client's data as well as the storage and backup of this data. The software usage provided by Metrics constitutes a server solution only and does not include the data lines needed for connection (necessary and adequate internet connections, min. DSL connection) and/or necessary and adequate data lines between the Client and Metrics). Any assurances regarding guaranteed availability therefore only relate to the availability of the software solution from Metrics and not to any lines under the responsibility of the Client or third parties.
- (5) Metrics will undertake the maintenance and care of the hardware and software-related infrastructure needed to use the products, including the app.
- (6) The latest versions of documentation conclusively describing the products offered are provided for the Client on the website www.smaply.com in digital form only. These also include more detailed usage information and terms and conditions. The latest hardware and software operating conditions required at the Client's end for use of the products are also specified there. The Client alone will be responsible for implementing and maintaining these technical prerequisites, even in the case of upgrades to the software by Metrics.

III. Registration, Database Usage

- (1) Client may, upon request, register for a trial version. The setup for the trial version will be conducted by Metrics in coordination with the Client.
- (2) The Client will then be entitled to use the product for a certain, individually agreed upon time. Unless specified to the contrary by the Client, the trial account may be deleted automatically after 6 months without further notice.
- (3) Client may register for a free version of the product. The Client will then be entitled to restricted use of the product. Client will not have to enter credit card details or other payment details when choosing the free version of the product.
- (4) For paid use, every Client must register online beforehand. The Client undertakes to provide complete and truthful information. Agreement with the General Terms and Conditions of Business is required for successful registration (Article I (6) of the General Terms and Conditions of Business). Registration and activation occurs automatically following payment of the respective fee meaning the registration details will not be checked by Metrics. Use of the internet database is thus only permitted however providing all of the details specified for registration are accurate and complete.

- (5) With regard to implementation of the European VAT Directive on the payment of value added tax in services provided internationally, in addition to paragraph (1) above, the Client undertakes to provide complete and truthful information in order to determine the place where it is resident. This will also apply in particular to its billing address, place of residence or habitual place of residence. The Client undertakes to indemnify and hold Metrics harmless in respect of any incorrect information which may result in non-taxation or incorrect taxation in terms of the payment of value added tax referred to above.
- (6) If the Client's information during registration proves to be untrue, the right of use will be deemed not to have been granted. Activation of the registered Client will not be deemed consent on the part of Metrics to use that is contrary to the provisions of this article of the agreement.
- (7) The Client will be solely responsible for all activities which take place within its user account. The details for access authorisation (in particular the user name and password) must be kept confidential by the Client and may not be disclosed to third parties. The Client will ensure proper use thereof and will be liable - in the event of access details being misused through a fault on the part of the Client - for any resulting damage. It will also indemnify and hold Metrics harmless from any damage arising due to misuse of the access details.
- (8) The Client shall notify Metrics immediately and in writing of any unauthorised use of the access details for the products or services, or any other data security breach the Client has gained knowledge of or suspects.
- (9) Prior to sending data and information, the Client shall check said data and information for harmful content, particularly viruses, and will use state-of-the-art anti-virus programs.
- (10) The Client alone will bear the cost of any provider and telecommunications fees or other charges incurred while using the database.
- (11) Users will only be entitled to use the Metrics software solution and its functions within the framework of state-of-the-art technology.
- (12) Metrics will endeavour to enable permanent access, in other words 24 hours a day, 365 days a year, to the SaaS Solutions and services for the Client. The Client will have no entitlement to uninterrupted availability of the databases provided by Metrics however. Metrics therefore reserves the right to temporarily restrict the ability to use the software solution as necessary due to maintenance work, capacity limits, the security or integrity of the server, or in order to perform technical measures.

Particularly for technical reasons it may occasionally not be possible to use the software solutions, or use may be restricted. In such cases, Metrics will endeavour to take into consideration the interests of all clients, in particular by providing advance notice in the case of a temporary server shutdown.

IV. Software and Network Licences

Upon purchasing a Metrics software solution, a licence agreement will be concluded as follows:

- (1) The licence agreement will entitle the Client to standard use of the licensed materials for the term of the software agreement concluded by the Client with Metrics. The right of use will be non-transferable, non-exclusive and personal and will not grant a licence that is valid worldwide or one that can be sub-licensed. The Client will only be entitled to use the licensed object. The solution may not be copied or transferred to third parties.
- (2) The interface for the contractually agreed SaaS Solution and services from Metrics will be the online interface of the computer centre used by Metrics. The Client undertakes to acquire the operating systems and browser solutions required for operation of the Metrics software solution as well as a suitable internet connection (min. DSL connection). These will not form part of this agreement. The Client will be provided with the licensed object (software solution) via the internet through use of the databases. The Client undertakes to always use the latest published version of the licensed object and to acquire the operating system and respective browser solution needed for use of the latest published version of the licensed object. Metrics will not accept any responsibility for installing and maintaining such a web browser on the Client's local system.
- (3) All content of the Metrics website, products and services, newsletter, documentation and technologies, in particular use of the software solution provided and use of the databases will be solely and independently subject to registration of industrial property rights or intellectual property rights and, in particular and without being restricted to, Metrics' copyright. Reverse engineering of Metrics products and services is strictly prohibited.
- (4) With the licence agreement, the Client acquires the right to use the product or software solution for a fee within the framework of the licence purchased.
- (5) The Client undertakes not to reproduce the software underlying the products for any purpose whatsoever, not to sell, transfer, assign or otherwise commercially exploit it or make it accessible to third parties in any way whatsoever in the form of a licence or sub-licence, not to copy or modify it, not to create derivative works from it or reverse engineer said software,

not to decompile it or otherwise attempt to deduce the source code for the software or allow a third party to do the same, except where Metrics has expressly permitted the Client to do this as part of a separate written agreement.

- (6) The Client will only use the products for purposes permitted under these contractual provisions and the respective applicable legal provisions or regulations in the relevant legal systems (including any legal provisions concerning data or software exports).

V. Contract Conclusion, Payment Due Date, Payment

- (1) Information provided by Metrics in price lists, on internet sites and in other advertisements is always subject to confirmation. Metrics expressly reserves the right to change the information contained therein at any time. Submission of the Client's order merely constitutes an offer to conclude a contract. Orders submitted by the Client to Metrics via the internet will be deemed to have been placed upon receipt of the electronic order message.
- (2) With the client data provided during registration, the Client submits an offer to conclude a licence agreement and expressly consents to direct execution of the service in question by Metrics.
- (3) The Client's offer will be accepted by Metrics by activation of online access to use the software solution.
- (4) The fee will be payable plus any applicable statutory value added tax in accordance with the relevant price lists on the respective subscriptions page. Payment of the fee can generally only be made by credit card; payment via other means are available upon request. The invoice will be payable immediately, in advance and without deductions, in other words the monthly fee for the subsequent month will be billed on the respective day of the registration month (date-specific billing period); individual invoicing timeframes are available upon request.
- (5) Payments will only be deemed to have been made upon receipt in the Metrics account. If Metrics' account cannot be credited, the Client shall reimburse Metrics for any additional expenses (e.g. costs of sending reminders up to a max. of EUR 20.00 per reminder letter and any account maintenance fees or record keeping costs of min. EUR 15.00 up to max. EUR 50.00, any dunning and collection expenses required for the collection agencies and lawyers commissioned by Metrics in order to adequately assert its rights) incurred as a result thereof. If payment terms are exceeded, Metrics will charge default interest at the statutory rate.
- (6) Billing will be in electronic form only. If the Client wishes to receive a paper invoice by post due to statutory requirements, an addition fee of EUR 9.00 per invoice will be payable.

- (7) Unless expressly indicated to the contrary, all specified payments and prices will be net prices which will be invoiced plus statutory value added tax. The value added tax will be listed on the invoice separately.
- (8) The payment options open to the Client will be based on the respective order process. In all cases, the Client will be required to provide the necessary data as part of the ordering process.
- (9) Any credits or refund amounts on account of overpayments or duplicate payments etc. will either be offset against the next bill payable or will be reimbursed within 14 days at Metrics' discretion.
- (10) Offsetting a counterclaim asserted by the Client against claims by Metrics is hereby prohibited except where said counterclaim has been legally established or acknowledged by Metrics in writing.
- (11) The assignment of claims under this agreement will only be permitted with Metrics' prior express and written consent.

VI. Prices, Price Changes / Changes to the General Terms and Conditions of Business

- (1) Prices and price changes will be announced via the price lists available online, together with details of the change date in the case of changes. Notice of changes to the General Terms and Conditions of Business will be given by making the new version available on the Metrics website indicating the revision date.
- (2) Only the prices specified by Metrics in the order confirmation will apply. Orders accepted by Metrics by immediate delivery without any prior order confirmation, will be executed at the list prices applicable on the order date. Unless otherwise specified, all prices stated will be net prices exclusive of statutory value added tax and plus any expenses associated with shipping.

VII. Licence, Maintenance and Hotline Fee, Training

- (1) The licence fee will be a monthly fixed fee (flat-rate user fee), payable each month in advance upon acquisition of the licence for the software solution. Billing will be date specific.
- (2) The following services will be included in the flat-rate user fee: updates to the software solution. Not included in the flat-rate user fee, in particular: hotline for questions about the network, operating system, Office programs or programs from third-party providers, installation of new operating systems or new Office programs, setting up and updating macros or other scripts, changes to the network

by user request (e.g. setting up new printers, users, security guidelines), the provision of installation, consulting, modification and/or training services and the creation and handover of customised features or add-on programs. Technical services relating to the data lines required for access to the computer system are also expressly excluded from the flat-rate user fee.

- (3) Metrics will undertake program maintenance for which no separate maintenance fee will be payable. This program maintenance will include any necessary adaptations due to statutory changes. The maintenance will not include any information or advice about the Metrics software solution. For this service, if not included in the respective flat-rate user fee, telephone support will be provided billed on an hourly basis adequately in 10 minute intervals.
- (4) Metrics will be under no obligation to provide Information and advice on products for which these services are not covered by the fee. If Metrics does provide information however, this will be chargeable. Telephone support will include enquiries about the software used in the application and will be payable immediately upon receipt of the invoice with no deductions.
- (5) Courses, Training Programs and Workshops Introductory training for the acquired software and training courses and workshops will be billed separately.

VIII. Updates

The software solution will be updated by Metrics as and when updates become available. Metrics will be also be entitled to perform updates at short notice without previous warning. The software or client used by the Client to utilise the products uses the regular automatic updates by Metrics. Such updates serve to improve, upgrade and develop the services and may consist of bug fixes, patches, improved features or entirely new versions. The Client hereby agrees and acknowledges that accepting relevant updates as a component of the service is a prerequisite for performance by Metrics, and hereby permits Metrics to send such updates to the Client.

IX. Communication

- (1) Notice of changes and disruptions to the Client's Metrics services will be sent by email or, where available, in a blog. Upon conclusion of the agreement, the Client will notify Metrics of at least one contact person with an email address to whom messages are to be sent. The Client will check this email address on a regular basis. The Client undertakes all steps necessary to notify Metrics immediately of any changes to the contact person or email address and about any disruptions which may occur to the services provided under this agreement.
- (2) The Client undertakes to always keep the access details given during the course of providing the Metrics services (user name, passwords, URLs etc.) such that they are not visible to any third parties.

X. Term and Termination

- (1) Unless otherwise agreed in individual cases, agreements regarding the Metrics software solution will be concluded for an indefinite period.

- (2) The licence usage right will end upon expiry of the contractual relationship between the Client and Metrics. The Client may only access the SaaS Solutions via the user interface or client provided by Metrics. Other ways of accessing the SaaS Solutions are only granted upon written approval by Metrics. If Metrics provides new versions of products purchased by the Client during the term of this agreement following further developments, the licence granted will apply to those accordingly, except where Metrics attaches supplementary rules to such versions, in which case the Client will be notified accordingly.
- (3) Unless otherwise agreed in the individual circumstances, the Client will be entitled to terminate each licensed object or licence agreement at the end of each billing period in writing (and thus also by email or fax) with one day's notice.
- (4) Metrics will be entitled to terminate licence agreements at the end of any quarter in writing (and thus also by email or fax) with one month's notice. The right to early termination for good cause without adhering to any time limits or notice periods, particularly in the case of non-payment of the licence fee, remains unaffected hereby. Good cause will be present in particular where a client breaches material obligations, or repeatedly breaches non-material obligations, under the agreement, and if said breach is also not rectified by the respective other contracting partner within a reasonable period of time after a warning.
- (5) If the Client is in arrears with payment of the licence fees, and/or other charges, for longer than 1 month in spite of reminders, Metrics will be entitled to block online access until such time as the outstanding fees are paid in full, or to terminate the licence agreement with immediate effect.
- (6) The Client's right to use the licensed object will also expire without notice if the Client breaches a provision of this agreement.

- (7) Within 30 days following expiry of the agreement, on any grounds whatsoever, Metrics will be entitled to delete the data stored on the Metrics servers or any other storage media. The Client alone will be responsible for exporting the data while the contractual relationship is still valid. The Client may not assert any claims against Metrics of any kind and of any extent whatsoever due to the data being deleted from Metrics servers. Metrics reserves the right to retain the Client's data however, particularly in the case of payment arrears. Metrics hereby points out that following the end of this agreement, the Client will have no entitlement to the ability to import its data into the latest version of the products offered by Metrics.
- (8) In the case of trial accounts, Metrics will be entitled to delete the data without prior notice at the end of the trial period.

XI. Exemption from Liability

While using the product, the Client undertakes to comply with all applicable laws and other regulations of the country in which the Client is habitually resident or is headquartered. The Client is prohibited from uploading any data or content that breaches legislation, third-party property rights or copyright or other third-party rights. The Client alone will be responsible for the data and content used by it, particularly data it receives and processes from its contracting partners. Metrics will have no access to the data transmitted by the Client to the servers and will not check said content for accuracy, to ensure it is free from viruses or that it can be processed by anti-virus technology. The Client will accept sole responsibility for any breach by it of its obligations under the contractual terms and conditions and for any consequences resulting therefrom. In particular, the Client will also be responsible for complying with the Data Protection Act or the data protection laws applicable within the country where the Client has its headquarters or is habitually resident. The Client will indemnify and hold Metrics harmless from any claims and reasonable legal defence costs relating to unlawful use of the products by the Client or use of the same that is contrary to the terms of the agreement. The Client will be liable for any unlawful use or misuse of the Metrics software solution (including user name and password), or any use that is contrary to the terms of the agreement. In the event of the Client using the internet databases (including user name and password) in a manner that is not permitted, it shall indemnify and hold Metrics harmless from any damage resulting therefrom to the fullest extent. The Client will also indemnify Metrics and hold it harmless in the event of claims being brought against Metrics due to use, even permitted use, by a third party. The Client will indemnify and hold Metrics harmless against any claims by its contracting partners in connection with provision of the Client App, along with any legal defence costs.

XII. Warranty and Liability

- (1) As provided for in Sections 922 et seq. of the Austrian Civil Code, to the exclusion of Section 924 of the Austrian Civil Code, Metrics hereby warrants that will provide its services such that they are in line with the general industry standard where this applies to the products, and that the service will predominantly be provided as specified in the product descriptions for normal use under normal circumstances.
- (2) As provided for in Sections 922 et seq. of the Austrian Civil Code, to the exclusion of Section 924 of the Austrian Civil Code, Metrics hereby warrants that no third-party copyrights or industrial property rights will be breached in connection with the products supplied by it.

- (3) Moreover, Metrics hereby provides the warranties, and accepts the liability, where such liability and warranties may not be excluded by law, within the framework of the applicable legal provisions.
- (4) Metrics does not provide any warranty that the program functions will meet the Client's requirements or will work together as selected by the Client.
- (5) Metrics will employ safety precautions in keeping with state-of-the-art technology such as (without being limited to) virus scanners and firewalls etc., to prevent and stop unauthorised access to the Client's data, and the transmission of harmful data, particularly viruses.
- (6) The Client recognises that complete protection against harmful data is not possible because new viruses, worms, Trojan horses, spam and other security risks are constantly being developed and existing ones are continually evolving. Metrics hereby points out that even the security products used by it are unable to offer 100% protection against harmful content. Metrics provides no warranty, and will not be liable, for the error-free and delay-free or interruption-free use of the software solution and databases, including the internet connection, and any associated loss of data. Any transfer or transmission error caused in particular by improper use by the Client, unsuitable display software or hardware, or other data media, databases, software or internet connection etc. used by the Client, will not be attributable to Metrics. Metrics will also not provide any warranty, or accept any liability, for the suitability of the software solution for the Client's intended purpose, or for any data losses.
- (7) The website and products may contain hyperlinks to other websites, content or sources. Metrics has no influence over websites and their content provided by third parties. Only the provider of the page linked to, and not of the page referring to the content in question via links, will be liable for illegal, incorrect or incomplete content, and in particular for damages arising due to the use or non-use of such offered information.
- (8) Where the Client has statutory warranty claims, Metrics will be entitled to perform improvements first.

- (9) In relation to compensation, Metrics will only be liable in the case of wilful acts or gross negligence. In any case, liability for consequential damages and financial loss, particular due to delay, impossibility of performance, lost profit, anticipated savings that did not materialise, damages from third-party claims against the Client, incidental damages and damage to the data stored, are hereby excluded insofar as legally permissible. Moreover, Metrics will not be liable under any circumstances for damages caused by malfunctions of the transmission channels. Warranty and liability are also excluded for failure of the Metrics internet database servers for a period of time not exceeding 24 hours.
- (10) Metrics will be released from its obligation to perform in cases of force majeure. All unforeseen events and incidents where the impact on fulfilment of the agreement is not attributable to either party will be deemed force majeure.
- (11) The statutory provisions will apply to complaints by the Client. Subject to any other limitation period, claims for compensation must be asserted within six months following knowledge of the damage at the latest.
- (12) In particular, the Client will be liable for the unauthorised disclosure of all data transmitted to it by Metrics to third parties and for any misuse of said data.
- (13) Where Metrics is found liable based on the cause, the compensation claim will be limited to twice the Client's annual order value. Compensation for indirect and consequential damages, including lost profit, is hereby excluded.

XIII. Right of Ownership

- (1) The software solution, its selection and design are protected by intellectual property rights. Apart from as expressly stipulated within these General Terms and Conditions of Business, in other words the use of the software solution permitted under the terms of the agreement for a monthly licence fee throughout the term of the agreement, Metrics will not grant any other express or implied rights of use over the software solution. All rights, legal titles and claims in connection with the software solution, in all languages, formats and media worldwide, are and will remain the sole property of Metrics. No provision of these General Terms and Conditions of Business may be construed as conferring a right or licence upon the Client or a third party by implication, estoppel or otherwise in accordance with intellectual property or copyright laws.
- (2) The trademarks will be the property of Metrics. The Client may not use the trademarks without prior consent from Metrics. Metrics and the Metrics logo are trademarks of More than Metrics GmbH. The Client can find an up-to-date list of the Metrics trademarks in the brand information at www.morethanmetrics.com.

XIV. Data Protection

- (1) Data is transmitted to Metrics during use of the products at the Client's risk.
- (2) The Client shall comply with the respective laws, in particular the valid data protection provisions, applicable within the country where it is headquartered or habitually resident. Any other confidentiality and non-disclosure obligations of the contracting partners under law and professional standards will remain unaffected.
- (3) By concluding an agreement, the Client agrees that all personal data sent by it to Metrics, as needed to set up the account and fulfil the agreement, will be stored electronically, processed and used by Metrics on the basis of the provisions of the Data Protection Act. In relation to this, the Client will ensure that it is entitled to submit such data under the applicable provisions, especially those concerning data protection, and in the event of any breach will indemnify Metrics against any third-party claims in accordance with Article XII. of these General Terms and Conditions of Business. The data will thus only be stored and processed in particular in order to provide the service ordered by the Client. The data will not be passed to third parties except where necessary for fulfilment of the agreement. It should be noted that the Client's personal data does not include the Client's customer data to which Metrics does not have access. Non-personal data belonging the Client will only be collected and processed by Metrics for the Metrics services. The Client notes that all data for managing the credit card billing, in particular the cardholder, credit card number and security code, etc., will be stored and processed only by the payment agents, Chargebee (<https://www.chargebee.com/>) and Braintree (<https://www.braintreepayments.com>).
- (4) The Client further agrees that its data will be stored and used by Metrics for information about offers from Metrics. In particular, the Client expressly consents to the sending of electronic mail, by email only, for the purposes of direct advertising of similar products and services from Metrics within the meaning of Section 107, para. 3 of the Telecommunications Act. The Client notes that it may refuse its consent to use of the electronic contact details when they are collected, in other words immediately after placing an order, and also in future upon each transmission by sending an email or written message by post to Metrics.
- (5) **Until such time as (unilaterally) revoked by the Client by email (widerruf@morethanmetrics.com), the Client hereby consents to the fact that Metrics may list and use the Client's logo and company name as a reference.**
- (6) Metrics will not be liable for any deletions, corrections, destruction, corruption, loss or failed storage of the data collected from the Client which is attributable to the Client. Metrics will have no access to the data stored by the Client.
- (7) The Client hereby grants Metrics, irrevocably and free of charge, the unlimited right to use and exploit any ideas, feature requests, recommendations or other information submitted by the Client or third parties in connection with the product offered except where the Client expressly and clearly reserves the corresponding rights in writing in respect of Metrics.

XV. Consumers' Right to Cancel

- (1) The Client will be entitled to revoke any consent granted upon conclusion of the agreement within fourteen days from the date of conclusion of the agreement, without indicating reasons. Unless otherwise agreed, this will not include the scenarios in paragraphs (2) and (3) below.
- (2) There will be no cancellation right for audio and video recordings such as CDs and DVDs etc., or for computer software supplied in sealed packaging where said goods have been unsealed following delivery.
- (3) Moreover, the Client will have no right to cancel in the case of delivery of software not stored on a physical data medium if Metrics, with the consumer's express consent as defined in Section 10 of the Austrian Distance Selling Act (FAGG) (https://www.morethanmetrics.com/assets/fagg_form_german.pdf) combined with the latter's knowledge that the right of cancellation will be lost in the case of early commencement of fulfilment of the agreement, and following provision of a copy or confirmation pursuant to Sections 5, para. 2 or 7, para. 3 of the Austrian Distance Selling Act, has commenced delivery prior to expiry of the cancellation period pursuant to Section 11 of the Austrian Distance Selling Act.
- (4) To exercise the right to cancel, the Client must provide notice of its decision to cancel this agreement by means of a clear declaration (e.g. a letter sent by post, fax, email or SMS). The Client may use the enclosed cancellation form template for this but this is not necessary. Contracting partners may also complete and submit the cancellation form template (https://www.morethanmetrics.com/assets/sample_withdrawal_form_mtm.pdf) or another clear declaration electronically on the Metrics website. If the Client makes use of this option, Metrics will send a confirmation of receipt of such a cancellation immediately (e.g. by email). The cancellation should be sent to:

More than Metrics GmbH
Museumstrasse 3
A-6020 Innsbruck
Tel. no.: +43 (0) 512 312 123
Fax no.: +43 (0) 512 312 123 60
Email: mail@morethanmetrics.com

- (5) Refunds of agreed charges are strictly excluded. In the event of early termination of the agreement by Metrics for good cause in accordance with Article X. (4) of these General Terms and Conditions of Business, the fee paid by the Client will be (partially) refunded.

- (6) Consequences of Cancellation If the Client validly cancels this agreement, Metrics must reimburse all payments received by Metrics from the Client, including delivery costs (with the exception of additional costs incurred due to the Client selecting a delivery method other than the most economical standard delivery offered by Metrics), immediately and within fourteen days at the latest of the date on which the notice of cancellation of this agreement is received by Metrics. Insofar as technically feasible, Metrics will use the same payment method used by the Client in the original transaction to make this repayment, unless otherwise expressly agreed upon in writing with the Client. Under no circumstances will the Client be charged fees on account of this repayment. If using the same payment method for the refund is not possible, the refund will be paid into the account indicated to Metrics by the Client (IBAN, BIC). If the Client has asked for the service to commence during the cancellation period, the Client must pay Metrics an appropriate amount to cover the proportion of the services already provided up to the time the Client informs Metrics of its desire to exercise the cancellation right regarding this agreement compared with the overall scope of the services provided for under the agreement.
- (7) Any credits or refunds on the grounds of overpayments, duplicate payments etc. will either be offset against the next bill or will be refunded within 14 days at Metrics' discretion.

XVI. Special Offers / Campaigns

- (1) Unless otherwise stipulated in the following paragraphs of this contractual article, the remaining contractual provisions of these General Terms and Conditions of Business will also apply to special offers and campaigns. Until such time as they are withdrawn, Metrics will offer limited-time products/services in accordance with the relevant pricing information for a one-off usage fee payable in advance. The scope and duration of such use can be seen in the product description on the website and in the latest valid price lists.

XVII. Choice of Law and Place of Jurisdiction

- (1) For all agreements, and for all claims arising in connection with the legally valid existence or non-existence of an agreement, substantive Austrian law alone will apply, insofar as legally permitted, to the exclusion of the UN Convention on Contracts for the International Sale of Goods, the principles of the Federal Act on International Private Law (IPRG) on conflicts of law, and the European Convention on the Law Applicable to Contractual Obligations.
- (2) Unless mandatory statutory provisions provide otherwise, the competent court with jurisdiction for A-6020 Innsbruck, Austria is hereby agreed upon as the sole place of jurisdiction for all legal disputes arising from an agreement concluded or to be concluded on the basis of these General Terms and Conditions of Business. Metrics reserves the right however to bring action against the Client in a different domestic or foreign place of jurisdiction, and will also be entitled to bring proceedings before the court with jurisdiction to deal with cases of this nature local to the Client.

XVIII. General Provisions

- (1) This contract contains all agreements between the parties regarding its subject and replaces all verbal or written negotiations, agreements and understandings previously entered into between the parties regarding the contractual object. There will be no subsidiary agreements to this agreement.
- (2) German Version. In terms of the interpretation and construction of these General Terms and Conditions of Business, only the German version will be valid.
- (3) Insofar as a provision of these General Terms and Conditions of Business is null and void, Metrics and the Client expressly undertake to replace the invalid clause with one that is legally valid and most closely reflects the economic purpose of the invalid provision. The validity of all remaining provisions will be unaffected by said invalid clause.
- (4) Any annulment, supplement or amendment to agreements between Metrics and the Client must be made in writing (also by email and fax in particular) in order to be valid. This will also apply to any departure from or modification or annulment of this written form requirement.
- (5) Further claims by the Client, and claims other than those specified within this agreement, regardless of the legal grounds thereof, are excluded. The Client hereby waives the right to challenge this agreement on the grounds of error or frustration of contract, to claim these by way of defence, or to ever demand a reduction in price or an amendment of this agreement for one of these reasons or on any other legal basis. Insofar as legally permitted, the legal remedy of rescinding any agreement concluded on the basis of these General Terms and Conditions of Business due to a reduction by more than half (*laesio enormis*) is hereby excluded.
- (6) The place of fulfilment for all services under this agreement will be the registered office of More than Metrics GmbH at Museumstrasse 3, 6020 Innsbruck, Austria.

Client Information about Last updated: (September 2021)

Concluding Distance Contracts

The following information about distance contracts does not constitute contractual terms and conditions. The contractual terms and conditions are contained in our General Terms and Conditions of Business (<http://terms.morethanmetrics.com>). You will receive all client information in written form upon delivery of the goods (on the delivery note) at the latest. You can either print or save this client information, or download it here (<http://terms.morethanmetrics.com>) as a .pdf file.

1. Seller's Identity

You are concluding distance contracts with More than Metrics GmbH.

2. Seller's Address

More than Metrics GmbH

Museumstrasse 3

6020 Innsbruck

Tel. no.: +43 (0) 512 312 123

Available: Mon - Fri 09:00 - 17:00

Fax no.: +43 (0) 512 312 123 60

Email: mail@morethanmetrics.com

3. Contract Conclusion

We tell you about the terms and conditions and features of the goods/services on our website and in our printed media (catalogues, advertising brochures, etc.). Presentation of the goods/services does not constitute a contractual offer. Instead, it constitutes a non-binding invitation to you to order goods/services from us. With your order (by phone, fax, email, online or by post), you declare your contractual offer to conclude a licence agreement. We will confirm receipt of your order immediately. Said confirmation of receipt will not yet constitute acceptance of your offer however. We will have two weeks within which to accept the offer made in your order. Our General Terms and Conditions of Business (<http://terms.morethanmetrics.com>) contain further information about contract conclusion.

4. Multiple Deliveries

When ordering goods/services, the minimum contract term is one day. The right to extraordinary termination in accordance with the statutory provisions remains unaffected.

5. Product Price

All prices quoted are final prices in euros and include value added tax at the current statutory rate of 20% in accordance with the latest price lists (<http://pricing.morethanmetrics.com>). Limited-time special offers will be indicated as such in the information on distance selling contracts as part of the presentation for the individual goods/services on our website and in our printed media. Our General Terms and Conditions of Business contain further details and can be viewed here (<http://terms.morethanmetrics.com>).

6. Delivery and Shipping Costs

No goods will be delivered. Delivery and shipping costs therefore do not apply.

7. Payment Method

The goods/services you order from us can be paid for by credit card only via our payment agents, Chargebee (<https://www.chargebee.com/>) and Braintree (<https://www.braintreepayments.com>) .

8. Communication Costs

Use of our service telephone number +43 (0) 512 312 123 will not cost any more than standard call rates. Please enquire with the telephone provider concerned about the relevant landline and mobile charges.

9. Validity of Limited Time Offers

The validity of any limited time offers will be indicated as part of the presentation of the individual goods/services on our website and in our printed media.

10. Warranty Terms and Conditions

You have warranty entitlements in accordance with the statutory provisions. The warranty period will be 2 years for goods/services. You must report apparent defects to us in writing and immediately. Otherwise the warranty claims may not be asserted. Notifying us of the apparent defect by email (support@morethanmetrics.com) will suffice. We do not offer any warranty beyond the statutory warranty provisions. Details of the warranty can be found in our General Terms and Conditions of Business (<http://terms.morethanmetrics.com>), which are an integral part of the agreement.

11. Customer Service

Complaints can be submitted to the following address:

More than Metrics GmbH

Service / Customer Service

Museumstrasse 3

6020 Innsbruck

Tel. no.: +43 (0) 512 312 123

Available: Mon - Fri 09:00 - 17:00

Fax no.: +43 (0) 512 312 123 60 Email:

support@morethanmetrics.com

Additional Customer Information Last updated: (September 2021)

About the Electronic Conclusion of Contracts

The following information about online contracts does not constitute contractual terms and conditions. The contractual terms and conditions are contained in our General Terms and Conditions of Business (<http://terms.morethanmetrics.com>).

1. How does concluding contracts online with us work?

Once you have found your chosen product on our homepage, click on it and then click the "Sign up" button. Enter your email address, name and company name on the next page. After clicking "Sign up", you will receive an email with a confirmation link. After clicking the link, you will be asked to set your chosen password. There is a link to our General Terms and Conditions of Business and "Customer Information" below the password field which can be used to view, save and print the contractual terms and conditions and other necessary information. The browsers currently needed to use the Metrics web-based software (Metrics is to be regarded as an SaaS (Software as a Service) application) are also indicated. Click to confirm that you have read and accept the General Terms and Conditions of Business and the browser information. After registering, you will have the chance to, upon request, try the software free of charge for a period specified within the product in question or choose a free plan. Once the trial period expires, your access will be blocked automatically and you can either delete your account, change to a free plan or click "Convert now" to purchase the paid version of the software. During the first step, you will have the chance to change your chosen product. The relevant features and prices will also be shown here. Complete your entry by clicking the "Next step" button. In the second step, you will be asked for all your address details. Clicking "Next" takes you to the form for entering your credit card information. The fourth and final tab shows a summary of your order. Click "Purchase now" to complete your order. By doing so, you are submitting a binding offer to Metrics regarding your chosen product. We will confirm receipt of your order by email immediately. Said confirmation of receipt will not yet constitute acceptance of your offer however. We will have two weeks within which to accept the offer made in your order. More information about contract conclusion can be found in our General Terms and Conditions of Business ([http:// terms.morethanmetrics.com](http://terms.morethanmetrics.com)).

Information requirements within electronic business transactions

2. Storage of Contract Wording and Access for Clients

We will save your order details and send them to you, together with our General Terms and Conditions of Business, by email following conclusion of the contract.

3. Input Errors

You can correct your entries made during the order process at any time by clicking the "Delete" or "Edit" button. You can cancel the entire order process at any time by clicking "Cancel".

4. Contract Language

You may conclude contracts with us in German or in English.

5. Code of Conduct

Metrics is not currently subject to inspection by a certified body.

Legal Notice Last updated: (28 September

2021)

More than Metrics GmbH

Company No. 421906 a

Innsbruck Regional Court

VAT Registration No. ATU 69101223.

Internet: www.morethanmetrics.com

Registered Office: Innsbruck

Managing Directors: Klaus Schwarzenberger, Marc Stickdom

Object of the Company: Communication, IT

Chamber Affiliation: Tyrol Chamber of Commerce

Focus: The aim of the website is to promote and sell goods and services and present our company.

Contact:

Tel. no.: +43 (0) 512 312 123

Available: Mon - Fri 09:00 - 17:00

Fax no.: +43 (0) 512 312 123 60

Email: mail@morethanmetrics.com

Our address:

More than Metrics GmbH

Museumstrasse 3

6020 Innsbruck

Payment providers:

Chargebee Inc.

1340 S. Lemon Ave.

#1537

San Francisco, CA 91789, US

chargebee.com

Braintree Payment Solutions, LLC

111 N Canal St

Suite 455

Chicago, IL 60606

USA

<https://www.braintreepayments.com>