

Country Schedule – Austria

1. About this Country Schedule

This Country Schedule is applicable where the Agreement is entered into in the country or territory set forth above. Capitalized terms used in this Country Schedule but not defined have the meanings given in the Agreement.

2. Governing Law and Dispute Resolution

The Agreement and any dispute arising in connection with it, whether contractual or non-contractual, will be governed by the law of Austria, and subject to the exclusive jurisdiction of the courts of Vienna, Austria without giving effect to the provisions relating to private international law (Internationales Privatrecht).

3. Liability Cap

3.1. *Vialto shall only be liable for violating intentionally or by gross negligence the contractual duties and obligations entered into. In cases of gross negligence the maximum liability for any kind of damage due from Vialto to Client under any applicable Agreement shall in no event exceed EUR 730,000. This limitation of liability refers to the individual case of damage. § 1298 second sentence of the Austrian Civil Code (ABGB) shall not apply.*

3.2. *An individual case of damage also exists in relation to a uniform damage arising from a number of breaches of contractual duties or obligations. The individual case of damage encompasses all consequences from a breach of contractual duties or obligations without taking into account whether the instances of damage occurred in one year or in a number of successive years. In this case multiple acts or omissions of acts based on a similar source of error or on a source of error of an equivalent nature are deemed to be a uniform breach of contractual duties or obligations if the matters in question are legally or economically connected to one another. An individual case of damage also exists in relation to a breach of contractual duties or obligations affecting more than one party.*

3.3. *In case the legal right of retention (§ 471 of the Austrian Civil Code (ABGB), § 369 of the Austrian Commercial Code (UGB)) is wrongfully exercised, Vialto shall be liable only in cases of very gross negligence (“krass grober Fahrlässigkeit”) up to the outstanding amount of its fee.*

4. Professional Secrecy

4.1. *The Client acknowledges that the below-mentioned data will be processed by us and within the global Vialto network. This processing extends in particular to the following data: name, address, available identification numbers (such as company register number, DUNS, VAT number, tax number), industry, group affiliation, contact details of the Client, contact person with the Client and his/her contact details, the nature and scope of services together with the calculation of the fees, duration of services.*

4.2. *The Client expressly agrees in accordance with § 80 sec. 4 item 2 of the Austrian Public Accounting Professions Act 2017 (WTBG 2017) that the above-mentioned data may also be processed and passed on to other companies of the Vialto network (including outside the European Economic Area) for his information and for the purpose of client relationship management ("CRM"), e.g. for sending information material or event invitations. We will not exercise this right if and to the extent to which exercising it is incompatible with our obligation to protect professional interests. In non-EU Member States a lower level of data protection may prevail than in EU Member States; however, the globalVialto network observes certain guidelines that ensure an appropriate level of data protection within the network. The Client may object to any such use of client related data in advance during the acceptance of a proposal or may revoke his/her approval in writing to privacy@vialto.com at any later point in time.*

5. **Correction of Errors**

Client has the right to have all errors ("zugesagte oder üblicherweise vorausgesetzte Eigenschaften") corrected free of charge, provided that Vialto can be held responsible for such errors; this right shall expire one year after completion of the services rendered by Vialto and/or – in cases where a written professional statement has not been delivered – one year after Vialto has completed the work that gives cause for complaint.

If Vialto fails to correct errors which have come to light, Client shall have the right to demand a reduction in price within one year after completion of the services rendered by Vialto and/or – in cases where a written statement has not been delivered – one year after Vialto has completed the work that gives cause for complaint. The extent to which (additional) claims for damages can be asserted is stipulated under clause 3 of this Country Schedule.

6. **Other Adjustments Required by Local Law**

6.1. *Vialto shall, in any event, comply with the statutory provisions on confidentiality set out in section 80 Wirtschaftstreuhänderberufsgesetz 2017.*

6.2. *Upon full payment, Client will, subject to the other terms of the relevant Agreement, own the copyright in Deliverables prepared under the relevant Agreement; in case such transfer of ownership is not admissible by operation of applicable law, Vialto grants Client the perpetual, geographically unlimited, exclusive and transferable right of use with respect to all currently known and future exploitation methods as well as the right to amend or adapt the Deliverables.*

6.3. *The restrictions on copying, modifying or reverse engineering the Tools as set forth in the Agreement is limited insofar as these restrictions shall not apply where such actions are necessary for the use of the computer program by the person entitled to use it in accordance with its intended purpose. Further, the software code may be reproduced, provided that this is indispensable to obtain the information necessary to achieve the interoperability with other programs and the information necessary to achieve interoperability has not previously been readily available.*