



General Terms and Conditions

jumptomorrow gmbh

Universitätsring 12/15

1010 Wien

Managing director and sole shareholder: Thomas Peter Fischer

Company registry no.: 184886t – ATU 47482503

www.jumptomorrow.com

Table of Contents

1. Offer, order
2. Contract conclusion
3. Service
4. External service / commissioning of third parties
5. Presentations
6. Client's cooperation obligation
7. Approval / release
8. Schedule
9. Fee
10. Payment, retention of ownership
11. Liability
12. Confidentiality
13. Data protection
14. Warranty
15. Proprietary right, copyright, protection of ideas, licence rights
16. Premature dissolution of the contract
17. Non-solicitation agreement
18. General
19. Applicable law
20. Place of performance and jurisdiction



1. Offer, order

1.1. These “General Terms and Conditions” have been generally conceived to cover legal transactions between companies. If they are, as an exception, also used to support legal transactions with consumers in the sense of the Consumer Protection Act, they are valid only insofar as they do not contradict mandatory statutory conditions.

1.2. These “General Terms and Conditions” apply exclusively to all transactions between the client and **jumptomorrow gmbh**, hereinafter referred to as **jumptomorrow**. Changes to these must be made in writing and/or require a separate contract.

1.3. The offer and/or requirement specifications as well as the information contained in the correspondence between the parties also apply in addition to these General Terms and Conditions.

1.4. Documentation (user documentation) and training sessions, especially for IT services, will be provided within the scope determined in the offer and are not automatically a component of an order.

2. Contract conclusion

A contractual relationship between the contractual parties shall be deemed concluded when **jumptomorrow** receives a written assignment/order from the client after submitting an offer.

Services are also deemed ordered when they are placed as verbal work orders within the scope of an ongoing collaboration and/or when they arise from necessary services for quality assurance and/or project development.



3. Service

3.1 The scope of service is determined from a service description and/or the offer or the requirement specifications.

3.2. The client is required to inspect the service descriptions that form the foundation for the assignments and implementations for accuracy and completeness and to approve these in writing.

3.3 Subsequent change requests are to be understood as contractual changes. These must be provided in written form and may result in changes to the price and delivery conditions.

3.4 Project documents and developments resulting from assignments shall be archived for three years.

4. External service / commissioning of third parties

4.1 **jumptomorrow** is entitled, at its own discretion, to render services itself or to use competent third parties to provide contractual services. **jumptomorrow** will carefully select these third parties and ensure that they have the required professional qualifications.

4.2. If legal obligations arise in respect of third parties, **jumptomorrow** shall inform the client of this at the time of hiring. If these obligations extend beyond the contractual term, the client must comply with these obligations. This also expressly applies in the event of a termination of contract with just cause between the client and **jumptomorrow**.

5. Presentations

5.1 **jumptomorrow** is due a reasonable fee for participating in presentations that at least covers the personnel and material costs for the presentation as well as all arising external costs. If **jumptomorrow** does not receive the job, all concepts, ideas and methods shall remain the property of the agency. The client is not allowed to use these in any form whatsoever.



5.2 If the ideas and concepts presented over the course of a presentation are not accepted and used by the client, **jumptomorrow** is allowed to use these elsewhere.

5.3 The forwarding of presentation documents to third parties as well as the publication, reproduction or other distribution by the client is not allowed without the express permission of **jumptomorrow**.

6. Client's cooperation obligation

6.1 The client is required to take care to ensure that **jumptomorrow** receives all necessary documents and information to execute the order in a timely manner. Changes in underlying conditions or prerequisites that only become known about over the course of executing the order are to be communicated to **jumptomorrow** immediately.

6.2 For the integration of hardware, software and services within existing systems, it must be ensured that the software, access data as well as an IT infrastructure specified in advance and corresponding to the current state of technology are provided in a timely manner.

6.3 Delays caused by the violation of the obligations to provide information and to cooperate shall be at the expense of the client. Agreed completion and deliveries dates shall be extended accordingly. Additional expenses caused by this shall be borne by the client.

7. Approval/release

For all services, including interim results, provided by **jumptomorrow**, the client must, unless agreed otherwise, provide feedback and/or grant approval within three business days of receipt. If no change requests are received within this timeframe, approval will be assumed. The client will specifically inspect the legal and especially the competition and trademark-related permissibility of the services of **jumptomorrow**. **jumptomorrow** will only arrange an external legal inspection upon the written request of the client; the client shall bear the costs associated with this.



8. Schedule

8.1 **jumptomorrow** shall endeavour to comply with the agreed schedule. If a delay occurs, a reasonable new deadline shall be agreed in writing. An obligation to provide compensation in the event of delay shall exist only in the event of deliberate intent or gross negligence on the part of **jumptomorrow**. Unavoidable or unforeseen events shall in any case release **jumptomorrow** from the requirement to comply with the agreed schedule and shall not result in any obligation for **jumptomorrow** to provide compensation.

8.2. The shipping of physical documents or data carriers and the transmission of data by means of digital data transfer shall take place at the risk and expense of the client. Insurance policies shall only be concluded by **jumptomorrow** upon the request of and at the expense of the client and in accordance with a written agreement. Moreover, reference is made to the existing business liability insurance.

9. Fee

9.1 Unless otherwise agreed, **jumptomorrow** is entitled to its fee for each individual service as soon as it has been rendered. All prices apply only for the respectively current order. **jumptomorrow** is entitled to request advance payments and/or to submit invoices for project sections.

9.2 A fee of 15 per cent is charged on external costs.

9.3. All services that are not expressly covered by the agreed fee shall be paid for separately. In particular, this applies to auxiliary services and additional expenses. Cash payments that extend beyond regular business operations (e.g. for courier services, extraordinary shipping costs or travel) are to be reimbursed by the client.

9.4 If prices change beyond the control of **jumptomorrow**, such as price changes by subcontractors, suppliers, changes in legislation, exchange rate fluctuations, increases in material costs, **jumptomorrow** is entitled to adjust the prices accordingly, even after conclusion of the contract.

9.5. For all work of **jumptomorrow** that is not fully realised for whatever reason, **jumptomorrow** shall be due reasonable compensation for the effort made. The client shall not acquire any rights to these works through payment of this compensation.



9.6 Travel and waiting times are billed 100% as working time.

9.7 The current price list generally serves as the basis for determining the fee.

9.8 Any cost estimates prepared by **jumptomorrow** will be generated on the basis of this price list without any guarantee of completeness and correctness.

10. Payment, retention of ownership

Unless otherwise agreed, invoices are due for payment in full within 7 days and are to be transferred without charge to the bank account designated by **jumptomorrow**. Default interest currently in the amount of 12 per cent per year is agreed in the event of late payment. Delivered articles remain the property of **jumptomorrow** until full payment has been made. The mutual offsetting of outstanding claims requires the approval of both contractual partners.

11. Liability

11.1 **jumptomorrow** is liable in accordance with the general regulations governing compensation. Insofar as it is liable in accordance with these, liability shall only be enforced for deliberate intent and gross negligence. The client must verifiably prove gross negligence, whereby the amount of the claim for damages is restricted to the amount of the order value, excluding taxes. Liability for minor negligence is expressly precluded.

11.2 **jumptomorrow** assumes no liability for lost profits or pure financial losses of the client.

11.3 **jumptomorrow** assumes no liability for legal violations that are committed by the client, especially for the improper use of trademarks, photographs, texts and similar materials. If **jumptomorrow** is held liable by a third party in such an event, **jumptomorrow** is expressly entitled to refer the third party to the client. The client is required to fully indemnify **jumptomorrow** in the event of all such claims.



12. Confidentiality

jumptomorrow is required to treat all necessary documents and information received from the client for the proper implementation of the order as confidential.

All offer and project documents as well as concepts, ideas and developments may not be made accessible to third parties without the express written permission of **jumptomorrow**. They shall remain the intellectual property of **jumptomorrow**. All uses, especially forwarding, reproduction and publication, shall require the express permission of **jumptomorrow**, even if payments have been made for possible presentations.

13. Data protection

jumptomorrow and the client undertake to comply with all relevant data protection regulations. Personal data that is made available to **jumptomorrow** and/or the client over the course of the contractual relationship may only be used for the purposes of fulfilling the respective contractual obligations and must be protected against being accessed and viewed by third parties. **jumptomorrow**, however, is not liable if third parties obtain this data by illegal means. The enforcing of claims for compensation of the client or third parties against **jumptomorrow** in such instances is precluded by mutual agreement.

Express reference is made to the fact that the transfer of data via the internet (e.g. communication via e-mail) may be subject to security gaps. As a result, the continuous protection of data against access by third parties cannot be fully guaranteed.

14. Warranty

14.1 The warranty period is restricted to six months and begins at the time of delivery.

14.2 The client must make any complaints in writing and justify these immediately, at the latest within seven days of receiving the service of **jumptomorrow**. In the event of justified and timely complaints, the client has only the right to the improvement of the service by **jumptomorrow**.



14.3 In the event of justified complaints regarding defects, the defect will be remedied within a reasonable time, whereby the client shall allow the contractor to take all measures necessary to inspect and remedy the defect. Reversal of the burden of proof in accordance with § 294 of the Austrian Civil Code is prohibited; the existence of the defect at the time of delivery must be proven by the client.

14.4 Claims for compensation on the part of the client, especially due to delay, impossibility of receiving the service, defective or incomplete service, consequential damage due to defect or due to unauthorised actions, are prohibited, insofar as they were not caused by deliberate intent or gross negligence. No liability is assumed for documents provided by the client for processing.

15. Proprietary right, copyright, protection of ideas, licence rights

15.1 All services of **jumptomorrow**, including those for presentations prior to the conclusion of a primary contract (e.g. suggestions, ideas, concepts, digital files) and individual parts thereof, shall remain the property of **jumptomorrow** just like the individual work pieces and original drafts, and their return can be requested at any time, especially in the event of the termination of the contractual relationship.

15.1.1 Ideas

- Each element of the concept that gives the marketing strategy its character is also protected. An idea in the sense of this agreement includes, in particular, keywords, texts, graphics and advertisements, even if they are not a full component of the work. The potential client is required to refrain from presenting impulses from the framework of this concept without permission, utilising these financially and/or allowing these to be utilised financially or to use or allow these to be used.
- Insofar as the potential client is of the opinion that they had already had the ideas, concepts and solutions presented to them by **jumptomorrow** before the presentation was given, they must contact the agency by e-mail within 14 days of the presentation and provide proof that enables timings to be established. Conversely, the contractual parties shall proceed from the assumption that



jumptomorrow has presented the potential client with a new idea. If the idea is used by the client, it is assumed that **jumptomorrow** shall be compensated for this.

15.1.2 Software

- **jumptomorrow** provides the client with a non-exclusive, non-transferable right of use that cannot be sub-licensed for the software that is the object of the contract, including all possible accompanying documentation.
- The client is prohibited from reproducing the contractual software and/or the contractual databases or parts thereof in any form or making these available to third parties unless the Austrian copyright law expressly allows this.
- In the case of software developed in-house, the specially agreed licence contract together with the integrated licence conditions of **jumptomorrow** shall apply; in the case of purchased software, the licence conditions of the respective licence owner shall apply.
- The source code of the software is not the object of the contract. Upon request of the client, the source code can be held in escrow by an attorney/notary. The client shall bear the costs for this. Unless expressly agreed otherwise, the development documentation (technical documentation) is not a component of the contract with the client.

15.2 The client receives the right of use to the agreed use upon payment of the fee. The rights of use are restricted to the respectively defined physical and content-based area of use. The acquisition of use and utilisation rights for services of **jumptomorrow** absolutely requires full payment of the fee billed by **jumptomorrow**. If the client is already using the services of **jumptomorrow** before this time, this use shall be based upon a rental relationship that may be revoked at any time.

15.3 Changes and/or alterations to services as well as their further development by the client or third parties working for the client are only permissible with the express permission of **jumptomorrow** and, insofar as the services are protected by copyright, the copyright holder.

15.4 The approval of **jumptomorrow** is required for the use of services of **jumptomorrow** that extend beyond the originally agreed purpose and scope of use, regardless of whether this service is protected by copyright. If use is made without this



approval, **jumptomorrow** may withdraw the rights of use from the client at any time and demand compensation while reserving all other rights.

15.5 **jumptomorrow** is entitled to refer to its copyright on advertisements and in advertising measures without this giving rise to a claim for payment on the part of the client. A suitable indication of the copyright shall be agreed on websites created or software made available by **jumptomorrow**.

16. Premature dissolution of the contract

16.1 **jumptomorrow** is entitled to withdraw from the contract if

- a) The execution of the service is impossible or further delayed after the setting of a reasonable grace period due to reasons for which the client is responsible.
- b) The client persists, despite a written request setting a grace period of 14 days, in violating essential obligations under this contract, such as the payment of an amount due or cooperation obligations.
- c) Justified doubts regarding the creditworthiness of the client exist.

16.2 The client is allowed to withdraw from the contract with just cause without setting a subsequent deadline. Just cause exists in particular if **jumptomorrow** persists, despite a written warning with a grace period of 14 days in which to remedy the contractual violation, in violating essential conditions of this contract.

16.3 All services provided until the time of the dissolution of the contract shall be billed aliquot up to the date of the dissolution and shall be due for payment.

17. Non-solicitation agreement

The client is required for the duration of the ongoing contractual relationship and for an additional twenty-four months after the end of the contract not to employ any employee of **jumptomorrow** (and/or no former employee within 24 months, beginning with the date on which they leave **jumptomorrow**) or to obtain services from them.



This obligation shall also apply to freelancers working for **jumptomorrow**. In the event of a violation of this condition, the client must pay **jumptomorrow** a penalty in the amount of the gross annual salary (emolument) of the respective employee.

18. General

18.1 Should individual conditions of these “General Terms and Conditions” be unenforceable, the enforceability of the other conditions and the contract concluded under them shall not be affected. The unenforceable condition is to be replaced by an enforceable condition that comes closest to its sense and purpose.

18.2 These “General Terms and Conditions” shall also apply for future transactions between the contractual parties even if they are not referred to upon conclusion of any future contract.

18.3. Changes and additions to these “General Terms and Conditions” must be made in writing in order to be legally enforceable. This written form requirement can also only be waived in writing.

18.4. The client must immediately inform **jumptomorrow** in writing in the event of any changes to its name, company, address, legal form or any other relevant information.

19. Applicable law

Austrian law applies exclusively to the exclusion of the reference norms of international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods is prohibited by mutual agreement.

20. Place of performance and jurisdiction

The place of performance is the headquarters of **jumptomorrow**/Vienna. The locally competent Austrian court responsible for the headquarters of **jumptomorrow** is agreed as the place of jurisdiction for all disputes arising directly between **jumptomorrow** and the client. **jumptomorrow** is also authorised to file suit in the general place of jurisdiction of the client.