

General Terms and Conditions

of SlideLizard Software GmbH (FN 528835z)
for products and services of the SlideLizard brand

Version: February 2026

Convenience translation. In the event of any discrepancy, the German version shall prevail.

1. Scope and Customers

- 1.1** These General Terms and Conditions (“GTC”) apply to all contracts of SlideLizard Software GmbH, FN 528835z, Semmelweisstraße 34/Do6C, 4020 Linz, Austria (“SlideLizard”), relating to products of the SlideLizard brand (currently in particular SlideLizard LIVE, SlideLizard CREATOR, SlideLizard INSIGHTS and LIZ AI) and to future products, modules and features of this brand. They further apply to all related services, in particular trial versions, support, onboarding, training and customizing (all services together, the “Services”).
- 1.2** Individual services provided by SlideLizard under the brand “Lizard Software Solution” are subject to separate terms and conditions. These GTC do not apply to them.
- 1.3** SlideLizard enters into contracts exclusively with entrepreneurs (Unternehmer) within the meaning of Section 1 of the Austrian Consumer Protection Act (KSchG). These include in particular companies, associations and other permanent organisations as well as legal entities under public law and their institutions, such as universities, colleges and schools. No contracts are concluded with consumers; the use of the Services by consumers for private purposes is prohibited. Anyone who orders Services, registers, downloads software or starts a trial version thereby confirms that they are acting in the name and for the purposes of a business.
- 1.4** Persons who merely take part in presentations as Participants (Clause 32) do not thereby become contractual partners of SlideLizard. Only Clause 32 applies to them.
- 1.5** General terms and conditions, purchasing conditions or other conditions of the Customer do not apply, even if an order refers to them, they are attached to an order or SlideLizard does not expressly object to them. They only become part of the contract if and to the extent that SlideLizard expressly agrees to them in writing. The performance of services or the acceptance of payments by SlideLizard does not constitute such agreement.

2. Definitions

- 2.1** In these GTC:
 - “**Customer**” means the entrepreneur who concludes a contract for Services with SlideLizard;
 - “**Users**” means natural persons to whom the Customer grants access to the Services within the scope of its licences, in particular employees of the Customer;
 - “**Administrators**” means Users with administrative rights designated by the Customer in accordance with Clause 5.4;
 - “**Participants**” means persons within the meaning of Clause 32.2 (c);
 - “**Software**” means the software provided by SlideLizard, including add-ins, web and desktop applications, interfaces, updates and documentation;
 - “**Offer**” means a written offer issued by SlideLizard;
 - “**Order**” means an order placed by the Customer, in particular a purchase order;
 - “**Contract Term**” means the commitment period agreed in the Offer as well as each renewal period pursuant to Clause 21;
 - “**Contract Year**” means each period of twelve months from the start of the Contract Term;
 - “**Payment Period**” means the period for which fees are invoiced in advance pursuant to Clause 19.3;

“Customer Data” means all content and data that the Customer, its Users or Participants introduce into or process with the Services, including the results generated therewith;

“Usage Data” means metadata on the operation and use of the Software, such as which features are used and when, but not the content of Customer Data;

“Business Day” means Monday to Friday, excluding public holidays in Austria;

“in writing” means in written form or by e-mail.

- 2.2 Month rule:** Where these GTC provide for a pro rata calculation, it is made on a monthly basis. If the relevant event (such as activation, discontinuation or termination) occurs on or before the 15th day of a month, that month is allocated to the period after the event; if it occurs after the 15th, the month is allocated to the period before the event.

3. Contractual Documents and Order of Precedence

- 3.1** The following form part of the contract and, in the event of conflict, apply in the following order of precedence:
- (a) the individual agreements expressly made in the Offer or in an Order accepted by SlideLizard;
 - (b) in matters of data protection, the data processing agreement (“DPA”);
 - (c) in matters of support, response and resolution times and availability, the service level agreement (“SLA”), provided that the Customer has booked a corresponding support package;
 - (d) these GTC.
- 3.2** The DPA and the SLA take precedence over these GTC only within their respective scope; otherwise these GTC apply.
- 3.3** Deviations in an Order only apply insofar as they are expressly and specifically set out in the text of the Order itself and SlideLizard has accepted the Order. Mere references to general conditions of the Customer do not constitute such a deviation; Clause 1.5 remains unaffected.

4. Conclusion of Contract and Authority

- 4.1** Offers from SlideLizard are non-binding unless expressly designated as binding. Their period of validity is stated in the Offer.
- 4.2** A contract is concluded
- (a) by the Customer signing a valid Offer, whereby an electronic or scanned signature is sufficient;
 - (b) by SlideLizard accepting an Order of the Customer, either by written confirmation or by providing the ordered Services;
 - (c) for trial versions, in accordance with Clause 6; or
 - (d) for self-service offerings, by completing the ordering process with express consent to these GTC.
- 4.3** Anyone who signs an Offer, places an Order or makes declarations as an Administrator on behalf of the Customer warrants that they are authorised to represent the Customer. SlideLizard is not obliged to verify such authority. The Customer shall be bound by declarations of persons whom it has entrusted with purchasing, the conclusion of contracts or licence management, or whom it has named to SlideLizard as a contact person or Administrator.
- 4.4** If the Customer uses the Services or makes payments, the contract shall in any event be deemed approved by the Customer. If the Customer invokes a lack of authority, the Services provided until receipt of this objection shall be paid for at the agreed prices; fees already paid will not be refunded to that extent. The liability of the person acting without authority remains unaffected.

5. User Accounts and Administrators

- 5.1** Use of the Services requires a user account unless otherwise provided (Participants, Clause 32). Login takes place via the procedures offered in each case, for example with an e-mail address and password or via third-party accounts (single sign-on).

- 5.2 Registration details must be truthful and complete. Changes must be updated in the user account without undue delay or reported to office@slidelizard.at.
- 5.3 Each natural person may create only one user account. Multiple registrations, in particular for the repeated use of trial versions, are prohibited. There is no entitlement to registration; SlideLizard may refuse registrations without giving reasons.
- 5.4 The Customer shall designate one or more Administrators to SlideLizard. Administrators are authorised to assign licences to and withdraw them from Users, to configure the Services for the Customer and to order additional licences pursuant to Clause 8.4 – including informally by e-mail – with binding effect for the Customer. The Customer shall notify SlideLizard in writing of any changes to its Administrators without undue delay; until receipt of such notice, SlideLizard may rely on the previous designation.
- 5.5 Access credentials must be kept secret and must not be disclosed to third parties or to other Users (see also Clause 12.3).

6. Trial Versions

- 6.1 SlideLizard may offer trial versions of its products. This Clause 6 applies to every trial version, regardless of how it comes about, in particular by download, registration or Offer. There is no entitlement to a trial version.
- 6.2 Trial versions are free of charge. Their duration and scope are set out in the respective sign-up or Offer.
- 6.3 Trial versions may be used exclusively for testing and evaluation. Productive use, in particular at actual internal or external events, is prohibited.
- 6.4 Trial versions are provided as is. SlideLizard gives no commitment whatsoever regarding availability, functionality, compatibility or data security. There is no entitlement to support, to services under an SLA or to warranty. Malfunctions and loss of data may occur; use is at the user's own risk.
- 6.5 SlideLizard may change, restrict or end trial versions at any time without giving reasons and without prior notice. No claims arise from this.
- 6.6 In connection with trial versions, SlideLizard is liable exclusively for intent and gross negligence, for personal injury and under the Austrian Product Liability Act.
- 6.7 After a trial version ends, Clause 24 applies mutatis mutandis. There is no entitlement to the conclusion of a paid contract.

7. Scope of Services and Further Development

- 7.1 The scope of the Services is determined by the Offer or the accepted Order and by the product documentation as current from time to time. The Services are continuously developed; not all features are described on SlideLizard's website. Statements on the website or in marketing materials are not commitments to specific characteristics.
- 7.2 SlideLizard is entitled to further develop and change the Services at any time, in particular the user interface, workflows and technical implementation. The features previously used by the Customer shall remain available in a suitable form insofar as this is technically possible; Clause 14 remains unaffected.
- 7.3 SlideLizard shall only remove essential features, meaning features required for the main purpose of the licensed product, on its own initiative during the current Contract Term with the Customer's consent. This does not apply to removals or restrictions caused by third-party providers (Clause 14), statutory or regulatory requirements or security reasons. SlideLizard may remove features that do not impair the main purpose of the product without consent if, in SlideLizard's view, there is no longer any need for them. The discontinuation of entire products or separately licensed modules is governed by Clause 25.
- 7.4 Features identified in writing or recognisably within the application as "beta", "preview" or similar are provided without warranty, without SLA and without Basic Support and may be changed or removed at any time. They are used at the Customer's own risk.

- 7.5 Depending on the product, the type of update and the deployment variant, updates are either installed automatically or must be installed by the Customer, for example by its IT department. The Customer is responsible for installing updates provided in a timely manner. Support and warranty only apply to versions released no more than two years ago.
- 7.6 SlideLizard may offer new modules or products that are clearly distinct from the licensed product for a separate fee; they do not automatically form part of the contract. The existence of an interface to the licensed product does not make them part of it.
- 7.7 SlideLizard does not owe any particular commercial or other result from the use of the Services.

8. Licences

- 8.1 Licences are provided as named licences in a licence pool. Each licence may only be assigned to and used by one User at a time. Assignment takes place automatically or manually by Administrators.
- 8.2 Licences may be reassigned to another User at any time and as often as required. For technical reasons, the transfer may take a few hours.
- 8.3 Licences may only be assigned to Users of the Customer itself, i.e. of the same legal entity. Assignment to affiliated companies or other third parties and the shared use of one licence by several persons are prohibited.
- 8.4 **Additional licences:** Additional licences may be ordered at any time during the entire Contract Term, in particular by an Administrator by e-mail. They are activated immediately after the order. Orders placed on or before the 15th day of a month are invoiced retroactively from the 1st of the same month; orders placed after the 15th are invoiced from the 1st of the following month. The fee for the period until the start of the next regular Payment Period is calculated pro rata on a monthly basis and invoiced upon activation; the payment terms pursuant to Clause 19 apply. From the date so determined until the end of the Contract Term, the additional licences form a fixed part of the contract and, from the next regular Payment Period, are invoiced in advance together with the Customer's other licences. The price per licence is set out in the Offer; unless otherwise agreed, the price per licence agreed in the contract applies.
- 8.5 **Reduction:** The number of licences can only be reduced with effect from the end of the Contract Term. The reduction must be agreed before expiry of the notice period pursuant to Clause 21.2 by accepting a new written Offer from SlideLizard; otherwise the contract is renewed with the previous number of licences. As volume discounts and conditions depend on the number of licences, the price per licence and the scope and price of other items may change as a result. Minimum purchase quantities are set out in the Offer.
- 8.6 **Unauthorised use:** If the Customer uses the Services beyond the agreed scope, in particular by continuing to use them after the end of the contract or through use by companies not entitled to licences, it shall pay, for the entire period of unauthorised use, a fee equal to SlideLizard's list prices applicable at that time or, in the absence of such list prices, the prices last agreed with the Customer without discounts. This also applies if SlideLizard has not blocked access after the end of the contract. Unauthorised use does not extend the contract. SlideLizard may use Usage Data as evidence. Further claims remain unaffected.

9. Rights of Use and Intellectual Property

- 9.1 All rights to the Software, the Services and the documentation, in particular copyrights, exploitation rights and trademark rights as well as the rights to the source code, belong exclusively to SlideLizard or its licensors. This also applies to features, adaptations and further developments implemented on behalf of or at the request of the Customer, even if they are remunerated separately; the Customer receives the same rights of use in them as in the rest of the Software. There is no entitlement to the release of or access to the source code under any circumstances.
- 9.2 For the duration of a valid and subsisting contract, SlideLizard grants the Customer the non-exclusive, non-transferable and – except to its Users within the scope of Clause 8 – non-sublicensable right to

use the Services to the agreed extent for its own business purposes. The right of use ends automatically upon termination of the contract.

9.3 The Customer is in particular prohibited from

- (a) reproducing the Software unless this is technically necessary for its intended use;
- (b) providing, passing on, selling, renting or otherwise making the Software or the Services available to third parties;
- (c) modifying, decompiling, disassembling or otherwise reverse engineering the Software, unless this is mandatorily permitted under Section 40e of the Austrian Copyright Act;
- (d) rebuilding the Software or parts of it or using it to develop competing products;
- (e) circumventing technical protection measures or usage restrictions or removing proprietary notices.

9.4 If the Customer breaches Clause 9.3, SlideLizard is entitled, in addition to the right of termination pursuant to Clause 22, to demand injunctive relief and damages.

9.5 SlideLizard may freely use suggestions and proposals for improvement made by the Customer without remuneration; the Customer does not acquire any rights in the Software as a result.

10. Customer Data, Usage Data and Data Protection

10.1 All rights to Customer Data remain with the Customer or the respective rights holders. No rights whatsoever to Customer Data pass to SlideLizard unless agreed in a separate written contract.

10.2 For the Contract Term and the period pursuant to Clause 24, the Customer grants SlideLizard the non-exclusive, non-transferable right to store, process, reproduce and display Customer Data solely to the extent necessary to provide the Services, including hosting, backup, support and export. No further use takes place.

10.3 SlideLizard collects Usage Data in order to provide the Customer with usage analyses, for example in the form of dashboards. Beyond that, SlideLizard uses Usage Data exclusively in aggregated form and without any possibility of drawing conclusions about individual Users, in order to analyse the use of features and to further develop the products. The content of Customer Data is not used for this purpose.

10.4 Insofar as SlideLizard processes personal data on behalf of the Customer, the DPA applies, which is linked in the Offer and takes precedence over these GTC in matters of data protection. The Customer is the controller within the meaning of the General Data Protection Regulation (GDPR) and is responsible for the lawfulness of the processing, in particular with regard to the data of its Users and of Participants. Retention and deletion periods are governed by the DPA.

10.5 During a subsisting Contract Term, SlideLizard shall not delete Customer Data on its own initiative unless the Customer so instructs, a statutory obligation exists or a case under Clause 13.4 applies.

10.6 The Customer is obliged to additionally back up content that is important to it, for example by keeping the original files or by exporting regularly.

11. AI Features

11.1 This Clause applies to all features in all products that are based on artificial intelligence, in particular LIZ AI ("AI Features"). AI Features are recognisable as such to Users.

11.2 Results of AI Features are generated automatically and may be inaccurate, incomplete, outdated or misleading or may resemble third-party content. The Customer must review results on its own responsibility before using them. SlideLizard gives no warranty for the correctness, completeness or suitability of the results for a particular purpose, or that they are free from third-party rights.

11.3 SlideLizard does not use Customer Data, including inputs to and results of AI Features, to train AI models. For AI Features, SlideLizard uses models from third-party providers, which are engaged as sub-processors in accordance with the DPA; the conditions stated in the DPA apply to them. SlideLizard selects these providers carefully but has no means of verifying their internal processes. Any liability of SlideLizard in this respect exists only within the scope of Clause 17.

- 11.4** SlideLizard is entitled to switch or change the models and providers used at any time within the framework of the DPA. Results may change as a result.
- 11.5** Rights in results generated from Customer Data belong – insofar as such rights arise – to the Customer. SlideLizard claims no rights in them. SlideLizard gives no warranty that results are legally protectable.
- 11.6** The Customer shall not use AI Features for unlawful purposes, for practices prohibited under Regulation (EU) 2024/1689 (AI Act) or to generate unlawful content. Insofar as the Customer is subject to statutory labelling or transparency obligations when using or publishing results, these are the Customer's responsibility. Clause 13.5 applies to the use of AI Features.

12. Customer Obligations and Information Security

- 12.1** The Customer shall cooperate in the provision of the Services to the extent necessary. In particular, it shall provide the technical prerequisites pursuant to Clause 14.6 and give SlideLizard complete and accurate information, for example when reporting incidents.
- 12.2** The Customer shall ensure that its Users comply with these GTC and shall oblige them accordingly. It is liable for the conduct of its Users as for its own conduct.
- 12.3** The Customer is in particular obliged
 - (a) to keep access credentials secret, not to pass them on and to protect them against access by third parties;
 - (b) to use multi-factor authentication procedures where offered;
 - (c) to withdraw licences and access of departed or no longer authorised Users without undue delay;
 - (d) to keep its own devices, systems and networks up to date and adequately protected against malware;
 - (e) to report any suspected misuse of access credentials to office@slidelizard.at without undue delay and to change affected passwords without undue delay;
 - (f) not to carry out security, penetration or load tests or automated scans of SlideLizard's systems without SlideLizard's prior written consent.
- 12.4** The Customer is liable for damage caused by the misuse of its Users' access credentials unless SlideLizard is responsible for the misuse.
- 12.5** SlideLizard takes appropriate state-of-the-art technical and organisational measures; these are described in more detail in the DPA. SlideLizard informs the Customer of security incidents affecting Customer Data in accordance with the DPA. In the event of an acute security threat, SlideLizard is entitled to block access in whole or in part immediately; SlideLizard shall inform the Customer thereof without undue delay.

13. Content, Rules of Conduct and Fair Use

- 13.1** SlideLizard merely provides the technical platform. The Customer, its Users or Participants are solely responsible for Customer Data and other content they introduce into the Services; SlideLizard does not adopt this content as its own.
- 13.2** The Customer ensures that it holds all necessary rights to the content introduced, such as slides, images, texts, links and sources, and that its use is lawful.
- 13.3** The following are in particular prohibited:
 - (a) introducing or disseminating unlawful, immoral, pornographic, racist, discriminatory, violence-glorifying or extremist content, or content that violates the Austrian Criminal Code, the Prohibition Act, the Copyright Act, the Media Act, the Unfair Competition Act, data protection law or other legal provisions;
 - (b) infringing personality rights, copyrights, trademark rights or other rights of third parties;
 - (c) threatening or harassing third parties, other Users or Participants;
 - (d) publishing personal data of third parties without an appropriate legal basis;

(e) introducing malware and any other acts that may impair or endanger the Services, SlideLizard or other customers.

13.4 SlideLizard is entitled, but not obliged, to check content for lawfulness. If SlideLizard becomes aware of unlawful content, it is entitled to remove it or block access to it without undue delay.

13.5 Fair use: Use of the Services must remain within the scope of normal business operations. Automated mass queries, scraping and the use of AI Features for purposes unrelated to the product are prohibited. If the Customer significantly exceeds normal usage, SlideLizard is entitled to throttle or limit usage after giving notice. In this case SlideLizard will contact the Customer in writing to offer an extension for an additional fee. Specific usage limits may be set out in the Offer or in the product documentation.

13.6 The Customer shall indemnify and hold SlideLizard harmless against all third-party claims arising from content of the Customer or its Users or from a breach of these GTC by them, including reasonable costs of legal defence.

14. Third-Party Providers, Interfaces and System Requirements

14.1 The Services build on or are connected with products and services of third-party providers, in particular operating systems, applications into which the Software is integrated as an add-in or extension, browsers and platforms, as well as interfaces and integrations with software from other providers. These third-party providers are outside SlideLizard's sphere of influence and are not SlideLizard's vicarious agents.

14.2 Features and integrations that depend on third-party providers can only be provided for as long as and to the extent that the respective third-party provider exists, performs its services properly and does not change, restrict or discontinue its product or interface. SlideLizard assumes no warranty and no liability for disruptions, changes, restrictions or deactivations by third-party providers; such circumstances constitute neither a defect nor a breach of contract by SlideLizard.

14.3 Within the scope of booked support or SLA packages, SlideLizard will endeavour to adapt to changes in third-party interfaces within a reasonable time. There is no entitlement to a specific adaptation or to an adaptation within a specific period.

14.4 Full compatibility with third-party applications and products in every single feature is not owed. The scope and design of integrations may differ depending on the product and the Customer and are set out in the Offer.

14.5 If SlideLizard determines that the cause of an incident lies within the sphere of a third-party provider, the incident report shall be deemed handled once this finding has been communicated to the Customer.

14.6 The Customer is responsible for meeting the current system requirements communicated by SlideLizard before testing or purchase or upon request, including a stable internet connection. If older or other technologies are used, the functionality of the Services is not guaranteed; no claims arise from this. SlideLizard is entitled to end support for individual systems, versions or browsers, in particular if their manufacturer has discontinued support.

14.7 Clause 17 applies to SlideLizard's own subcontractors, such as hosting providers.

15. Availability, Maintenance and Support

15.1 Without a booked SLA, SlideLizard gives no commitment to any particular availability. Interruptions, in particular due to maintenance, updates, third-party providers or force majeure, cannot be ruled out. For Customers with a booked SLA, the availability and maintenance provisions agreed there take precedence.

15.2 SlideLizard is entitled to temporarily shut down the Services in whole or in part for maintenance purposes. Where possible, maintenance takes place between 6:00 p.m. and 8:00 a.m. Austrian time and is announced where possible. Urgent maintenance, for example to fix security vulnerabilities, may take place at any time without notice.

15.3 Support is only provided within the scope of a booked support package:

- (a) Without a support package, there is no entitlement to support whatsoever. SlideLizard provides functional Services but gives no assistance with customer-specific problems or environments.
- (b) Basic Support comprises the support services described in the SLA, but without any commitment to response, temporary solution or resolution times and without credits or penalties. Requests under Basic Support are handled with lower priority and where possible.
- (c) For Customers with an SLA package, the SLA applies.

15.4 A support package can only be booked for all licences of a contract. Booking for only some of the licences or a combination of different support packages is not possible.

15.5 Unless otherwise agreed in the Offer, support does not include in particular individual configurations, training, system integrations and the development of new features. Support is only provided for versions pursuant to Clause 7.5.

16. Warranty

16.1 SlideLizard warrants that, when used as intended, the Services substantially correspond to the agreed scope of services (Clause 7.1). Insignificant deviations do not constitute a defect.

16.2 In particular, there is no defect in the case of disruptions within the sphere of third-party providers (Clause 14), maintenance (Clause 15.2), force majeure (Clause 26), short-term interruptions, operating errors, non-compliance with system requirements, use of versions no longer supported (Clause 7.5), beta features (Clause 7.4), trial versions (Clause 6) or inaccurate results of AI Features (Clause 11.2).

16.3 The Customer must report defects in writing with a comprehensible description without undue delay, at the latest within 14 days of their discovery. If the report is not made in time, warranty claims for this defect are excluded.

16.4 SlideLizard shall remedy reported defects at its own discretion by correction or by providing a workaround or an update within a reasonable period. If a material defect impairing core features cannot be remedied within a reasonable period of at least 30 days from the report, the Customer may demand an appropriate reduction of the fee for the duration of the impairment. Further warranty claims, in particular rescission of the contract (Wandlung), are excluded; the right of termination pursuant to Clause 22.4 remains unaffected.

16.5 Warranty claims must be asserted in court within six months of the occurrence of the defect.

16.6 Credits under the SLA shall be set off against claims for price reduction.

17. Liability

17.1 SlideLizard is only liable for damage in the case of intent and gross negligence. Liability for slight negligence is excluded. This also applies to SlideLizard's employees, representatives, vicarious agents and subcontractors.

17.2 In the case of gross negligence, SlideLizard's total liability per Contract Year is limited to 100 % of the licence fees for one year (net) under the contract concerned. For a Contract Term of more than one year, the licence fee for one year is the total licence fee for the Contract Term divided by the number of years of the Contract Term.

17.3 Except in the case of intent, SlideLizard is not liable for indirect damage, consequential damage, loss of profit, loss of interest, lost savings and reputational damage, nor for damage arising from third-party claims against the Customer.

17.4 Within the scope of Clauses 17.1 to 17.3, SlideLizard is liable for the loss of data only in the amount of the effort that would have been required for its restoration had the Customer complied with its obligation under Clause 10.6.

17.5 Credits and penalties under the SLA count towards the liability cap pursuant to Clause 17.2. For breaches of the SLA, these credits are the sole and exclusive remedy; this does not apply in the case of intent, gross negligence or personal injury.

- 17.6** SlideLizard is liable neither for content that customers, Users or Participants introduce into the Services nor for damage arising therefrom. Clause 14 applies to services and products of third-party providers.
- 17.7** The above limitations of liability do not apply to intent, to personal injury or to liability under the Austrian Product Liability Act.
- 17.8** Claims for damages against SlideLizard must be asserted in court within twelve months of knowledge of the damage and of the party causing it.

18. Prices and Indexation

- 18.1** The prices agreed in the Offer or in the accepted Order apply. All prices are in euros and net, plus statutory value added tax.
- 18.2** The fees are index-linked. The benchmark is the Harmonised Index of Consumer Prices (HICP, HVPI) for Austria published by Statistics Austria. The following applies:
 - (a) The base value is the annual average of the HICP for the calendar year preceding the start of the Contract Term or, after an adjustment has been made, the value relevant for that adjustment.
 - (b) The fees are adjusted at the start of each renewal period in the ratio of the annual average of the HICP for the calendar year preceding the start of the renewal period to the base value. The adjustment thus covers the entire change since the start of the contract or since the last adjustment. No adjustment takes place during a running Contract Term.
 - (c) No threshold applies. If the calculation does not result in an increase, the fees remain unchanged and the previous base value remains relevant; the fees are not reduced.
 - (d) The adjustment takes place automatically without the need for consent or separate notification; the adjusted fees are shown in the invoice.
 - (e) If the HICP is no longer published, it shall be replaced by the Consumer Price Index (CPI, VPI) of Statistics Austria or otherwise by the index officially replacing it. In the event of a change in the index base or a change of index, the values shall be converted using the official linking factors.
- 18.3** Price changes for other reasons, for example in the case of a reduction in the number of licences (Clause 8.5) or agreement on a different Contract Term (Clause 21.2), are made by way of a new Offer.

19. Invoicing and Payment

- 19.1** SlideLizard issues invoices
 - (a) for licences upon their provision;
 - (b) for each further Payment Period, in particular in the case of a renewal, on its first day;
 - (c) for additional licences upon their activation (Clause 8.4); and
 - (d) for other services in accordance with the Offer.
- 19.2** Unless otherwise agreed in the Offer, invoices are payable without deduction within 14 days of the invoice date.
- 19.3** Fees are invoiced in advance. Unless otherwise agreed in the Offer, the fee for the entire Contract Term is invoiced in advance, including for a Contract Term of more than one year. An annual Payment Period may be agreed in the Offer.
- 19.4** Invoices are sent exclusively electronically by e-mail; the Customer consents to the transmission of electronic invoices. Upon request, for example for public-sector customers, SlideLizard will issue invoices in a structured electronic format (e-invoice).
- 19.5** The Customer shall inform SlideLizard of purchase order numbers and any requirements regarding supplier registration, invoicing portals or e-invoice formats at the latest with the Order. If it fails to do so, the invoice is nevertheless valid and the payment period runs; the Customer's internal approval processes do not extend the payment period. If no new purchase order number is provided upon renewal, SlideLizard will use the previous purchase order number.

- 19.6** Where required for the application of the reverse charge procedure, the Customer shall provide a valid VAT identification number. If it fails to do so, SlideLizard is entitled to charge Austrian VAT.
- 19.7** Payments shall be made in euros free of charges to the account stated in the invoice. All bank, transfer and currency conversion charges are borne by the Customer; SlideLizard must receive the full invoice amount.
- 19.8** Objections to invoices must be raised in writing, stating reasons, within 30 days of receipt; otherwise the invoice shall be deemed approved. Set-off is only permitted against claims acknowledged by SlideLizard or established by final judgment; any right of retention of the Customer is excluded.

20. Late Payment and Suspension

- 20.1** In the event of late payment, SlideLizard is entitled to default interest at the statutory rate (currently 9.2 percentage points above the base rate pursuant to Section 456 of the Austrian Commercial Code).
- 20.2** If an invoice has not been paid seven days after the due date, a first reminder is sent without reminder fees. If no payment is made within a further 14 days, a second reminder is sent, for which reminder fees of EUR 20.00 are charged. If no payment is made within a further 14 days, a third reminder is sent, for which further reminder fees of EUR 20.00 are charged. The claim to the lump sum of EUR 40.00 pursuant to Section 458 of the Austrian Commercial Code, against which the reminder fees are credited, and the claim to reimbursement of further costs necessary for appropriate legal enforcement remain unaffected.
- 20.3** From the third reminder onwards, SlideLizard is entitled to suspend access to the Services in whole or in part. The Customer's payment obligation remains unchanged during the suspension; the Customer has no claims arising from the suspension.
- 20.4** After receipt of payment or after submission of a payment confirmation, such as a transfer receipt, SlideLizard will lift the suspension within one Business Day.

21. Contract Term, Renewal and Ordinary Termination

- 21.1** The Contract Term is set out in the Offer and is at least one year. Unless otherwise agreed in the Offer, it begins with the provision of the licences.
- 21.2** Upon expiry of the Contract Term, the contract is automatically renewed in each case for the originally agreed Contract Term unless terminated in writing by either party no later than 30 days before expiry. A renewal for a different period or with a changed number of licences requires a new Offer from SlideLizard. SlideLizard is not obliged to give notice of the upcoming expiry.
- 21.3** Notice of termination may be given at any time and takes effect at the next possible end of the Contract Term. SlideLizard may request proof of the identity and authority of the person giving notice.
- 21.4** Ordinary termination before the end of the Contract Term is excluded. Clauses 22, 23, 26.2 and 29.3 remain unaffected.

22. Termination for Good Cause

- 22.1** Either party may terminate the contract for good cause without observing a notice period by written declaration.
- 22.2** Good cause for SlideLizard exists in particular if
 - (a) the Customer or its Users introduce unlawful content or use the Services for unlawful purposes;
 - (b) the Customer or its Users endanger the security, integrity or availability of the systems of SlideLizard or of other customers;
 - (c) the Customer fails to make a payment due even 14 days after a suspension pursuant to Clause 20.3;
 - (d) the Customer breaches Clause 9.3 or Clause 30.3; or
 - (e) the Customer breaches another material contractual obligation, in particular by misusing licences, and does not remedy the breach within 14 days of a written request.

In the cases of (a), (b) and (d), no prior request is required.

- 22.3** Instead of terminating, SlideLizard may, depending on the severity of the breach, warn the Customer, remove content or temporarily block access.
- 22.4** Good cause for the Customer exists in particular if SlideLizard breaches a material main obligation and does not remedy the breach within 30 days of a written request. Disruptions within the sphere of third-party providers and changes to their interfaces (Clause 14), maintenance, short-term interruptions and force majeure in particular do not constitute good cause.
- 22.5** If SlideLizard terminates the contract for a reason for which the Customer is responsible, fees already paid will not be refunded and the fees for the current Payment Period remain payable; further claims remain unaffected. If the Customer justifiably terminates the contract pursuant to Clause 22.4, SlideLizard will refund pro rata (Clause 2.2) the fees paid in advance for the period after the termination takes effect.

23. Switching of Providers and Early Termination under the Data Act

- 23.1** This Clause only applies insofar as the Services constitute data processing services within the meaning of Regulation (EU) 2023/2854 (Data Act) and the Customer is entitled to the rights provided for therein. In particular, it does not apply to trial versions, on-premise installations or services that have been developed predominantly on an individual basis for the Customer.
- 23.2** By written declaration, subject to a notice period of two months, the Customer may request
- (a) to switch to another provider;
 - (b) to port its exportable data to its own IT infrastructure; or
 - (c) the erasure of its exportable data.
- 23.3** The notice period pursuant to Clause 23.2 is followed by a transitional period of no more than 30 calendar days during which SlideLizard provides reasonable assistance with the switch and continues to provide the Services. If this is technically not feasible, SlideLizard shall notify the Customer within 14 Business Days of its request and indicate an alternative transitional period of no more than seven months. The contract ends upon successful completion of the switch or the erasure.
- 23.4** Exportable data are the input data introduced by the Customer and the output data generated through its use, including metadata. This does not include data and digital assets protected by intellectual property rights or trade secrets of SlideLizard or third parties, in particular software, source code and internal operational data. Depending on the product, the export takes place directly in the system or upon request in a common, machine-readable format and is free of charge for the Customer. Clause 24 applies to the retrieval of the data and subsequent deletion.
- 23.5** If the contract ends before expiry of the agreed Contract Term as a result of a request pursuant to Clause 23.2, the following applies:
- (a) Fees already paid or due for the Contract Year running at the time of termination will not be refunded.
 - (b) SlideLizard is entitled to invoice subsequently the discount granted in view of the agreed Contract Term for the period until termination. The relevant amount is the difference between the agreed fee and the fee that would have applied without this commitment, as shown in the Offer or, if not shown, according to SlideLizard's price list for a Contract Term of one year.
 - (c) SlideLizard is further entitled to invoice subsequently all services that were granted free of charge or at a reduced price in the Offer in view of the agreed Contract Term, such as development hours, customizing or committed features, at the value stated in euros in the Offer, insofar as SlideLizard has provided these services by the time of termination. Services not provided lapse without compensation.
 - (d) If the fee for several Contract Years was paid in advance, SlideLizard will refund the fee for the Contract Years not yet begun at the time of termination, less the amounts pursuant to (b) and (c).

- (e) The sum of the non-refunded fees for the period after termination and the amounts pursuant to (b) and (c) is capped at the fee that the Customer would still have had to pay had the contract continued until expiry of the agreed Contract Term.

23.6 No charges are made for the switch itself (switching charges); Clause 23.5 remains unaffected.

23.7 SlideLizard makes information on switching procedures, available export formats and data structures available in current form.

24. End of Contract, Data Export and Deletion

24.1 Upon the end of the contract, all of the Customer's rights of use end and access is terminated. Clause 8.6 applies to any continued use.

24.2 Before the end of the contract, the Customer may use the export functions available in the products. Within 30 days after the end of the contract, the Customer may request an export of its Customer Data in writing; SlideLizard will provide it free of charge in a common, machine-readable format. SlideLizard is not obliged to draw attention to this option.

24.3 After expiry of this period or, in the case of a timely request, after provision of the export, SlideLizard is entitled to delete all Customer Data completely and irrevocably. Statutory retention obligations and the DPA remain unaffected.

24.4 Clauses 24.1 to 24.3 apply mutatis mutandis to trial versions and to user accounts not assigned to a subsisting contract. Separate provisions apply to on-premise installations.

25. Discontinuation of Services

25.1 SlideLizard is entitled to discontinue products or separately licensed modules or services in their entirety, in particular if their continued operation is or becomes uneconomical for SlideLizard. Clause 7.3 applies to the removal of individual features.

25.2 SlideLizard will announce a discontinuation on its own initiative in writing at least six months in advance.

25.3 If a discontinuation is caused by statutory or regulatory requirements, by a threat to the security of SlideLizard or of Users, or by the discontinuation of essential services of third-party providers, it may take place at shorter notice or, if necessary, immediately.

25.4 In the event of a discontinuation, SlideLizard will refund to the Customer pro rata (Clause 2.2), within 14 days after the discontinuation, the fees paid in advance for the part of the current Payment Period remaining after the discontinuation. Clause 24 applies accordingly. The Customer has no further claims arising from the discontinuation.

26. Force Majeure

26.1 Neither party is liable for non-performance or delayed performance of its obligations to the extent that this is due to circumstances beyond its control, in particular natural disasters, war, terrorism, pandemics, official orders, strikes at third parties, interruptions of the internet infrastructure, prolonged power failures, cyber attacks despite appropriate protective measures and disruptions within the meaning of Clause 14. The affected obligations are suspended for the duration of the event and a reasonable start-up period.

26.2 If such an event lasts longer than three months, either party may terminate the contract in writing; fees paid in advance for the period after the termination takes effect will be refunded pro rata (Clause 2.2).

27. Confidentiality

27.1 Both parties undertake to treat as confidential all non-public information of the other party that becomes known to them in connection with the contract and that is marked as confidential or is recognisably confidential, in particular trade secrets, prices and offers, software and documentation and Customer Data, to use it only for the purposes of the contract and to make it accessible only to

those employees, advisers and subcontractors who need it for these purposes and are themselves bound to confidentiality.

- 27.2** This obligation does not apply to information that is or becomes publicly known without a breach of duty, that was already known to the receiving party, that was developed independently by it or lawfully obtained from third parties, or that must be disclosed due to a statutory or official obligation.
- 27.3** These obligations survive the end of the contract.
- 27.4** If the parties have concluded a separate confidentiality agreement, it takes precedence. The processing of personal data is governed by the DPA.

28. Professional Services

- 28.1** Services in connection with the products, in particular onboarding, training, customizing and development hour contingents, are subject to these GTC. Their type, scope, dates and remuneration are set out in the Offer.
- 28.2** Unless otherwise agreed, such services are provided online.
- 28.3** Clause 9.1 applies to the results of such services and Clause 17 applies to liability.

29. Amendments to these GTC

- 29.1** SlideLizard is entitled to amend these GTC. Amendments that are exclusively advantageous or neutral for the Customer, such as changed contact details, take effect upon their notification to the Customer.
- 29.2** SlideLizard will notify the Customer of other amendments in writing at least two months before they take effect, for example by e-mail to the contact person or an Administrator. If the Customer does not object in writing within two months of receipt of the notification, the amendments shall be deemed accepted. SlideLizard will point out this effect in the notification.
- 29.3** If the Customer objects in due time, the contract continues unchanged under the previous GTC. In this case, SlideLizard is entitled to terminate the contract by written declaration with effect from the end of the current Contract Term; the notice period pursuant to Clause 21.2 need not be observed. Earlier termination is excluded.
- 29.4** Amendments to the SLA and the DPA are governed by the provisions contained therein.

30. Subcontractors, Assignment and Sanctions

- 30.1** SlideLizard is entitled to use subcontractors without informing the Customer. The provisions of the DPA apply to sub-processors.
- 30.2** SlideLizard is entitled to transfer the contract with all rights and obligations to a legal successor, to the acquirer of the business or part of the business or to an affiliated company; the Customer hereby consents to this in advance. In the event of a merger or other universal succession, the contract continues unchanged. The Customer may only transfer the contract with SlideLizard's prior written consent.
- 30.3** The Customer warrants that neither it nor its Users are listed on sanctions lists of the European Union, the United Nations, Austria or any other sanctions lists applicable to SlideLizard, and shall not use the Services or make them available in breach of applicable sanctions or export control regulations. In the event of a breach or reasonable suspicion, SlideLizard is entitled to block the Services immediately and to terminate the contract pursuant to Clause 22; the Customer has no claims arising from this.

31. Final Provisions

- 31.1** Amendments and additions to the contract must be made in writing; e-mail is sufficient. There are no oral side agreements.
- 31.2** Austrian law applies, excluding its conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods.

- 31.3** The place of performance is Linz. The exclusive place of jurisdiction for all disputes arising out of or in connection with the contract is the court having subject-matter jurisdiction in Linz. SlideLizard is also entitled to sue the Customer at its general place of jurisdiction.
- 31.4** The contractual language is German. SlideLizard provides an English version of these GTC; in the event of discrepancies, the German version prevails.
- 31.5** Avoidance of the contract on grounds of mistake or for laesio enormis (Section 934 of the Austrian Civil Code) is excluded.
- 31.6** Should individual provisions be or become invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.
- 31.7** Declarations to SlideLizard shall be sent to office@slidelizard.at and support requests to support@slidelizard.at.

32. Special Provisions for SlideLizard LIVE

- 32.1** SlideLizard LIVE extends presentations with interactive features, such as polls, questions and feedback as well as the sharing of materials and contact details. For this purpose, the Software is integrated as an add-in into the presentation software of the Presenters and is connected with features on SlideLizard's website.
- 32.2** For SlideLizard LIVE:
- (a) "SlideLizard Presentation" means a presentation prepared for delivery with SlideLizard LIVE, whereby metadata of the presentation is transmitted to the Services;
 - (b) "Presenters" means Users of the Customer who create and deliver SlideLizard Presentations;
 - (c) "Participants" means persons who connect to a SlideLizard Presentation via a URL generated by the Services, for example by means of a QR code; their location is irrelevant.
- 32.3** Participants do not need to register and use the participant features free of charge. Upon joining, they are referred to these GTC and the privacy information. When using interactive features, Participants must comply with Clause 13. SlideLizard may remove Participants' inputs and exclude Participants in the event of violations.
- 32.4** Towards Participants, SlideLizard is liable exclusively for intent and gross negligence, for personal injury and under the Austrian Product Liability Act. The Customer is responsible for the use of SlideLizard LIVE in its presentations and for the lawful processing of its Participants' data (Clause 10.4).
- 32.5** If more than 500 Participants are expected for a SlideLizard Presentation, the Customer must notify support@slidelizard.at at least one week in advance so that the necessary resources can be ensured. If no such notification is made, SlideLizard gives no commitment regarding functionality and availability for this event, and claims under the SLA or under warranty are excluded to that extent.