



SAFEXPERT LICENSE AND SERVICE TERMS

concluded between

IBF Solutions GmbH

and

the respective licensee

Bahnhofstraße 8

6682 Vils

Austria

Registration No. FN 477543 w at the Innsbruck Regional Court

hereinafter referred to as 'IBF'

hereinafter referred to as the "Contracting Party"

1. Purpose and subject matter of the contract

- 1.1. IBF shall make the 'Safexpert' software available to the Contracting Party for business use during the term of the contract. These Licence and Service Terms (hereinafter referred to as 'LST') govern the rights of use, conditions of use and support services for Safexpert.
- 1.2. The subject matter of the LST does not include the operation of the Contracting Party's IT infrastructure, the availability of servers, networks or databases, or hosting or data centre services. These areas fall exclusively within the Contracting Party's sphere of responsibility.
- 1.3. The Contracting Party commissions IBF, on the terms set out in the quotation or order, to provide time-limited access to and use of Safexpert.
- 1.4. Unless otherwise stipulated in the individual contract (offer or order) and in these LST, furthermore the IBF's General Terms and Conditions (GTC) shall apply.

2. Licensing of Safexpert

- 2.1. The 'Safexpert' software is a copyright-protected computer programme which is offered as a licence-based on-premises model (time-based billing, operation on the Contracting Party's infrastructure) on an 'as is' basis (without any guarantee of specific characteristics or suitability for a particular purpose). The Contracting Party does not acquire any ownership or permanent rights of use in the software. The Contracting Party is responsible for the installation of the software and for the installation of any subsequent updates (both functional and security updates).
- 2.2. Unless explicitly provided otherwise elsewhere, IBF grants the Contracting Party the non-exclusive, non-transferable, non-sublicensable right, limited in terms of time, geographical scope and content, to use the 'Safexpert' software within the scope of the selected usage model for its own operational purposes (hereinafter referred to as the 'Licence'). The assignment of user accounts to employees of affiliated companies within the meaning of Section 189a (8) of the Austrian Commercial Code (UGB) shall not be deemed a transfer or sub-licensing in this sense. This is therefore permitted. Use within the framework of a technical service for the Contracting Party's customers (CE services) is also permitted.

- 2.3. Use of Safexpert is on a seat-based basis. This means that, during the term of the contract, the Contracting Party, upon purchasing/renting a seat, is granted the right to assign one person with write access (referred to as a 'full user') and three further persons with read access (referred to as 'partial users'). Both full and partial users must be assigned on a named-user basis (named user accounts). Generic or group accounts shared by several people (user sharing), or the occasional sharing of user login details, are not permitted. A change to the Full User (reassignment) is permitted no more than once per calendar month. Changes to the Partial User may be made without restriction.
- 2.4. At least one licence must be purchased/rented in order to open / log into Safexpert.
- 2.5. Demo versions provided by IBF may only be used for testing purposes; any other use, in particular for training purposes, is expressly prohibited.
- 2.6. Provided that payment of the agreed fee is made on time, the Contracting Party must activate Safexpert within the software for the entire licensed period of use. Safexpert will notify the Contracting Party of this step.

3. Safexpert Live Server

- 3.1. The Safexpert Live Server is a database containing standards, regulations and other data required by Safexpert, which is operated by IBF. It is protected by copyright.
- 3.2. IBF accepts no liability for the completeness or up-to-date nature of the data on the Safexpert Live Server. Some of the data on the Safexpert Live Server is provided to IBF by third parties. IBF is therefore under no obligation to continuously update the data itself or to check it for accuracy. IBF may restrict, modify or discontinue the services offered via the Safexpert Live Server at any time without this giving rise to any claims on the part of the Contracting Party.
- 3.3. Where the Contracting Party is entitled to use the Safexpert Live Server by virtue of having concluded a relevant contract, the Contracting Party is responsible for installing and updating the company data and favourites themselves. Should the services offered via the Safexpert Live Server be restricted or discontinued, any fees already paid in advance for this purpose will be refunded on a pro rata basis and to a reasonable extent. The Contracting Party shall have no further claims, in particular no claims for specific performance or for damages.
- 3.4. The Contracting Party has no right to permanent access to the Safexpert Live Server; IBF remains free at all times to take the Safexpert Live Server offline temporarily or permanently, and to amend, delete or expand the content stored there. The Contracting Party must procure the necessary internet browser software themselves. The Contracting Party shall bear the costs incurred for download and upload in respect of provider and telecommunications charges.
- 3.5. In the event of an unreasonably long interruption in availability lasting 30 days or more, the Contracting Party is entitled to terminate the contract for the use of the Safexpert Live Server with immediate effect. Any fees already paid in advance will be refunded on a pro rata basis; any further claims are excluded.
- 3.6. The formatting of standards in the form of document structures is a free extra upon conclusion of a contract for the use of the Safexpert Live Server for contracts concluded after 1 August 2026. The Contracting Party therefore has no entitlement to have standards formatted as document structures.

4. Installation, updates and version changes

- 4.1. The Contracting Party is responsible for providing a suitable system environment, complying with the minimum requirements defined by the provider, installing recommended updates, and backup of production data. A list of the current system requirements is available at <https://www.ibf-solutions.com/fileadmin/date/downloads/safexpert-system-requirements.pdf>. Errors arising from deviations from these requirements are excluded from the services provided by IBF.
- 4.2. To install Safexpert, a download of the installation setup is provided, along with access to online databases (Safexpert Live Server). The Contracting Party is responsible for installing the download provided.

- 4.3. Safexpert notifies users at predefined intervals about the execution of an update check to verify whether updates or revisions are available. These intervals can be set individually by the Contracting Party. IBF accepts no liability for the customer-defined intervals. Furthermore, IBF is under no obligation to inform the Contracting Party of any potential updates or revisions. IBF accepts no liability for outdated or unsupported versions.

5. Maintenance and Support

- 5.1. During the contract period, IBF shall assist the Contracting Party in the event of software malfunctions, fault analysis and troubleshooting within the software, and the provision of updates, patches and new versions. Specifically, IBF shall provide the maintenance services set out in the annex to these LST.
- 5.2. During the contract period, IBF shall support the Contracting Party's Safexpert administrator, free of charge, with regard to installation and general queries concerning the software (hereinafter referred to as 'included support'). This expressly does not include IBF carrying out the installation at the Contracting Party's premises. Should this be required, it will be offered subject to a charge. Furthermore, this does not include advice on CE marking or training in the use of the software.
- 5.3. The support included is provided exclusively 'remotely' (primarily by telephone or via remote access). IBF reserves the right to entrust the provision of the included support to third-party companies. IBF offers the included support in German and English. Support hours are Monday to Thursday from 08:00 – 12:00 and 13:00 – 16:30, and Friday from 08:00 – 12:00 CET. Support channels: by telephone on +43 (0) 5677 53 53 - 40 or by email at support@ibf-solutions.com.
- 5.4. Notwithstanding the foregoing, IBF is not obliged to operate, monitor or maintain the customer's systems, provide support for third-party software or hardware, make changes resulting from customer-specific customisations, provide free support for errors caused by third-party software or interfaces, errors resulting from changes to the software made by the Contracting Party or third parties, or provide training or consultancy services.
- 5.5. It is expressly stated that the maintenance and support services and the use of the data provided in connection therewith do not in any way replace a substantive examination of the legal provisions necessary and applicable to the Contracting Party's applications.

6. Term of the contract and termination

- 6.1. Unless otherwise agreed, the licence shall come into force upon conclusion of the contract.
- 6.2. The licence may be purchased/rented either on a monthly basis (hereinafter 'monthly licence') or on an annual basis (hereinafter 'annual licence').
- 6.3. The monthly licence is subject to a minimum term of three (3) months. Upon expiry of the minimum term, the term is automatically extended by a further month at a time, unless notice of termination is given in writing with fourteen (14) days' notice to the end of the month.
- 6.4. The annual licence is subject to a minimum term of twelve (12) months. Upon expiry of the minimum term, the term is automatically extended by a further twelve (12) months, unless notice of termination is given in writing with fourteen (14) days' notice to the end of the term.
- 6.5. This does not affect the right of either party to terminate the contract extraordinarily for good cause.
- 6.6. Upon termination of the contract, IBF is entitled to block the Contracting Party's access to Safexpert and other services without notice. The Contracting Party must therefore arrange for any necessary data backups and data exports in good time before the end of the contract.
- 6.7. Upon expiry of the term, the Contracting Party is obliged to cease using the software immediately. An installation of the software may remain on the Contracting Party's premises in order to regain access to existing projects in the event of a subsequent reactivation of the licence. IBF gives no guarantee as to the reusability of projects from terminated contracts.

7. Fees and Terms of Payment

- 7.1. The prices for the licence to use Safexpert (hereinafter 'licence fees') are monthly fees payable in advance on an annual basis.
- 7.2. The licence fees for Safexpert, for both monthly and annual licences, are payable in advance for the respective upcoming 12-month period (hereinafter referred to as the 'prepayment period'). In the case of a monthly licence, should the contract be terminated before the end of the prepayment period, a pro rata refund of the prepayment already made shall be issued within fourteen (14) days of the end of the term for the entire remaining prepayment period. In the event of a justified extraordinary termination by IBF, the Contracting Party's entitlement to a refund is excluded.
- 7.3. The monthly licence fees shall remain unchanged for the entire prepayment period. At the start of a new prepayment period, IBF is entitled to revise the licence fees at its own discretion and to notify the Contracting Party of these via the relevant prepayment invoice. The amended licence fees shall be deemed to have been accepted if the Contracting Party pays the prepayment invoice or fails to terminate the contract in due time before the start of the relevant prepayment period, resulting in an automatic extension of the term (see sections 6.3 and 6.4). IBF will issue the advance payment invoice in good time to ensure that the Contracting Party has at least a period of fourteen (14) days in which to give notice of termination in due time.
- 7.4. In the event of even partial late payment, IBF is entitled, following a prior reminder, to deactivate the licence in question until payment has been made in full. The statutory entitlement to interest remains unaffected.
- 7.5. If, due to circumstances within the Contracting Party's control, a licence that has been deactivated (e.g. due to late payment) or terminated (e.g. due to cancellation) needs to be reactivated, IBF is entitled to charge a flat-rate fee of EUR 100 plus VAT to cover the resulting administrative costs. In any event, reactivation is conditional upon the full settlement of all outstanding claims held by IBF.

8. Special provisions for existing customers

The special provisions set out in this section 8 apply exclusively to contractual relationships between IBF and Contracting Parties that already existed prior to 1 August 2026 (hereinafter referred to as 'existing customers'). The remaining provisions of these LST therefore apply to existing customers only to the extent that they do not conflict with the special provisions set out in this section 8.

- 8.1. *With regard to 2.3 and 2.4, the following applies:*
Existing customers' use of Safexpert is on a floating-licence basis. This means that, during the term of the contract, the Contracting Party, upon purchasing floating licences, is granted the right to allow different individuals to access Safexpert simultaneously, up to the number of floating licences purchased. In addition to floating licences, personalised licences were issued in the past. These are linked to specific individuals and may continue to be used only by those individuals. Generic or group accounts shared by several people (user sharing), or the occasional sharing of user login details, are not permitted for personalised licences. Changes to personalised licences are free of charge as part of the automatic term extension. Any other changes are subject to a processing fee of EUR 100 plus VAT.
- 8.2. *With regard to 7.1, the following applies:*
Existing customers are billed at separate 'existing customer rates'. The prepayment period for this is 12 months.
- 8.3. *With regard to 7.2, the following applies:*
The existing customer rates for Safexpert are payable in advance for one year and may be terminated fourteen (14) days prior to the end of the prepayment period. In the event of justified extraordinary termination by IBF, the Contracting Party's entitlement to a refund is also excluded.
- 8.4. *With regard to 6.2, the following applies:*
Existing customers may use Safexpert via an 'existing customer licence' on separate terms, which is invoiced on an annual basis. Licence fees are adjusted in accordance with section 7.3 .
- 8.5. *With regard to 6.3 and 6.4, the following applies:*
Existing customer licences are subject to a minimum term of twelve (12) months. Upon expiry of the minimum term, the term is automatically extended for a further twelve (12) months, unless notice of termination is given in writing with fourteen (14) days' notice prior to the end of the term.

Maintenance Services

9. Maintenance of the Safexpert software system

- 9.1. IBF shall make the latest version of the software for the configuration level (modules) to which the Contracting Party is entitled available to the Contracting Party as a separate programme version via internet download. The Contracting Party must carry out the installation themselves.
- 9.2. This does not include the provision of new modules or individually customised special versions or modules, nor does it include any modification, adaptation or extension of the software which the Contracting Party is authorised to use.
- 9.3. The system requirements for the new programme versions may differ from those for the version originally supplied. It is expressly stipulated that the Contracting Party is obliged, prior to installing the latest programme version, to check the system requirements for that version – which are available at www.ibf-solutions.com – and, where necessary, to ensure that these requirements are met.

10. Updating bibliographic data for standards and regulations via the internet

- 10.1. IBF provides the Contracting Party (the scope of which varies depending on the licensed functionality) with online access to the 'Safexpert Live Server' standards and regulations database operated by IBF, and grants the Contracting Party the right to update the scope of bibliographic data licensed by them (standards TITLES and other bibliographic data – NO full texts) via the internet.
- 10.2. IBF updates the standards and regulations data at approximately monthly intervals (depending on the data supplier); however, it expressly accepts no warranty or liability for the completeness, accuracy or timeliness of the data on the Safexpert Live Server. IBF accepts no warranty or liability for the functioning of the required internet connection, nor for the continuous availability of the Safexpert Live Server.

11. Procurement of standards, standards packages, maintenance of standards packages

- 11.1. In addition to the option of purchasing individual standards, IBF offers special standards packages. IBF does not provide any maintenance or automatic updates for individual standards purchased in this way. Should individual standards be amended, it is the customer's responsibility to obtain the successor documents.
- 11.2. Various standard packages are available as full-text documents. These contain a selection of European standards from the field 'Safety of Machinery' in their original text and are made available in Safexpert as PDF files via the Safexpert Live Server, in collaboration with Austrian Standards plus GmbH.
- 11.3. It is expressly stated that not all existing standards in the field of 'Safety of Machinery' are included in the standards packages; therefore, no warranty or liability is expressly assumed for the completeness, accuracy or timeliness of the standards packages.
- 11.4. Austrian Standards plus GmbH is the copyright holder of the content of the standards and standards packages, and these are therefore protected by copyright on behalf of Austrian Standards plus GmbH. IBF is authorised to distribute the standards and standards packages.