ADDRESS DATA
General Terms and Conditions

Valid from 1.1.2027

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1 Applicability

1.1 These General Terms and Conditions (hereinafter referred to as „GTC") shall apply to the contractual legal relationships between Österreichische Post AG (hereinafter referred to as „Post") and its customers for the use of products of the Address Data data collection system.

1.2 The applicability of general terms and conditions of business and delivery, etc. of the customer is expressly excluded.

1.3 The services mentioned in Point 3 are provided by Post only for entrepreneurs as defined by the Fedaral Act on Special Civil Law Provisions for Companies (Austrian Commercial Code; Federal Law Gazette I No. 120/2005 as amended)

2 Conclusion of contract

The customer sends an enquiry to Post about the licensing of products of the data collection Address Data (hereinafter referred to as „Address Data"). On the basis of this enquiry, Post submits a binding offer, which must be returned by the customer bearing an authorized company signature within a period of 4 weeks from the date of the offer; after expiry of the deadline, the offer loses its validity. Upon timely receipt of the signed offer by Post, the contract between Post and the customer shall be concluded for an indefinite period of time in accordance with these GTC.

3 Scope of services

The Address Data data collection is a product line of Post, basically includes all postal addresses in Austria in anonymised form and constitutes a copyrighted work. The Address Data product line consists of different products with different data collections (Address Data S, Address Data L) as well as the additional modules Geodata, House Numbers, Building Data, Construction Project Notifications and the individual module Address Data Street.

Address Data Autocomplete is a REST interface that the customer can integrate into his*her systems. The service is used to compare address data with the database of Address Data S.

The scope and details of the services to be provided are set out in the respective Post offer (including the field description of the respective product).

4 License

4.1 Individual scope of use
As of the date of entry into force of the contract, Post grants the customer the non-exclusive, limited in time and content and non-transferable right of use for exclusively their own (internal company) use (except in the case of the acquisition of the licence within the group of companies) of the data from Address Data for reference purposes and makes these available in digital form; this includes integration into the company's own databases and software solutions as well as the use of Address Data for all internal company reference purposes. The reference purpose is to be understood in particular the examination and correction of the address database and the verification of addresses during data collection in order to avoid incorrect delivery attempts. With the additional module Geodata, route planning can be carried out by processing geocoordinates.

4.2 General scope of use
All rights to the data from Address Data, any copies and modified data, remain with Post, regardless of the medium on which they are stored or otherwise accessible (paper, etc.). Use within the meaning of these Terms and Conditions includes copying, modifying and publishing subject to the following restrictions:

- Copying: The data from Address Data or parts thereof may be transferred to permanently accessible storage of the customer.
- Modify: The data may be modified for internal use and combined with other data. The data or parts thereof that are linked to other data will continue to be subject to the terms of these GTC.
- Publication: A complete or partial publication of the data on the Internet or other freely accessible media is excluded. The use of the data in the background of commercial and non-commercial Internet applications is permitted, provided that the address data cannot be exported and no more than fifty addresses are displayed at the same time. Post's ownership rights must be observed in any case.

4.3 Scope of License Grant
With the license, the customer acquires the right to use Address Data on any number of workstations or servers in the company and also for the implementation of applications on the Internet. The use of the data in the background of commercial and non-commercial applications, in particular Internet applications, is permitted (see Section 4.2 Publication).

When acquiring the licence within the group of companies, all other companies authorised to use the licence must be listed by name in the offer („group companies"). Companies that are not expressly mentioned are not entitled to use Address Data or may only use Address Data after inclusion in the agreement. The customer must ensure compliance with all provisions of these GTC, in particular the scope of use, for all Group companies and is responsible for this.

4.4 Expressly Prohibited Acts
The right to use the data of Address Data does not include the right to change, reproduce, distribute or publicly reproduce the data or parts thereof in a way that goes beyond the use regulated in Point 4. A compilation of the data is not to be understood as a change in the data.

The customer is expressly prohibited from selling, renting, leasing, licensing, transferring or otherwise making the data or documentation – in whole or in

part or derived from it – available to third parties in any form whether for payment or free of charge. This also applies to any companies in which the customer holds a stake or which hold a stake in the customer. Publication is only permitted under the conditions stated above.

This does not apply to the temporary transfer of data to third parties for the technical implementation of applications at the customer's site, as well as to the transfer to group companies whose names have been recorded in the offer.

Companies that act as order processors for the customer within the meaning of the General Data Protection Regulation as amended are also exempt from the prohibition of disclosure. The customer must ensure, and is responsible to Post, that all provisions of these GTC are complied with by the processor.

5 Trademark use

The customer is not entitled to use the trademark Address Data, a product of the product line Address Data, Österreichische Post AG or other brands belonging to Post or to advertise with a reference to these trademarks. Furthermore, he/she is not entitled to refer to the use of Address Data or to refer to Address Data in his/her product presentations in any other way.

This can be waived by a separate written agreement with Post.

6 Data delivery

6.1 The initial delivery of the data and the delivery of updates shall be carried out in accordance with the concluded agreement.

6.2 The data will be delivered electronically via the customer-specific account of the Post Transfer Server (https://transfer.post.at). The access data will be provided to the customer separately.

The customer must take all reasonable precautions to keep the personal access data confidential, not disclose them to third parties and protect them from unauthorized access. The customer must immediately notify Post and request the blocking of the account in the event of loss, theft, misuse or any other unauthorized use or if circumstances arise that could enable misuse by an unauthorized third party .

The customer shall be liable for any damages resulting from a breach of his/her duty of care. This also applies in cases of unauthorized use of the account.

In the case of automated data synchronisation via Address Data Autocomplete, Post provides the customer with an interface description for using the service.

6.3 Change in data structure
If the structure or format of the data changes (data record structure), Post will inform the customer of this in advance, if possible at least 3 months before the change takes effect.

6.4 For damages resulting from disruptions of performance, such as delay, Point 8.2 and Point 15 of these GTC shall apply accordingly. In the event of performance delays that are only temporarily, particularly due to disruptions or failures of communication networks, software updates as well as power or machine failures, the performance deadlines shall be extended by the duration of the respective delay.

7 Remuneration/Accounting

7.1 General Fee Provisions
The fee scales listed below refer to the customer's address database as well as any group companies authorized to use it. Based on this Address database, the fee to be charged is calculated depending on the service used. For the Address Data Street module, it is not necessary to disclose the customer's address database.

All fees listed are net amounts for the respective calendar year. This means excluding all duties and taxes owed by law, in particular value-added tax (VAT).

7.2 Fees for Address Data L and Address Data S

Address Data L

Number of customer addresses	Address Data L Base price EUR	Price EUR per additional 1,000 addresses
From 1	**5,099.20**	
From 25,000	**5,099.20**	**108.80**
From 50,000	**7,818.80**	**81.50**
From 100,000	**11,898.10**	**54.40**
From 250,000	**20,056.80**	**28.60**
From 500,000	**27,195.60**	**23.10**
From 750,000	**32,974.70**	**17.60**
From 1,000,000	**37,394.00**	**10.80**
From 2,000,000	**48,272.30**	**6.80**
From 3,000,000	**55,071.20**	**4.70**

Address Data S

Number of customer addresses	Address Data S Base price EUR	Price EUR per additional 1,000 addresses
From 1	**2,804.50**	
From 25,000	**2,804.50**	**59.70**
From 50,000	**4,301.10**	**44.80**
From 100,000	**6,544.70**	**29.90**
From 250,000	**11,032.00**	**15.70**
From 500,000	**14,957.60**	**12.80**
From 750,000	**18,136.80**	**9.70**
From 1,000,000	**20,566.70**	**6.00**
From 2,000,000	**26,005.90**	**3.90**
From 3,000,000	**30,289.20**	**2.70**

House numbers

Number of customer addresses	House numbers Base price EUR	Price EUR per additional 1,000 addresses
From 1	**255.10**	
From 25,000	**255.10**	**5.50**
From 50,000	**391.00**	**4.10**
From 100,000	**594.90**	**2.80**
From 250,000	**1,002.90**	**1.50**
From 500,000	**1,359.70**	**1.20**
From 750,000	**1,648.70**	**1.00**
From 1,000,000	**1,869.70**	**0.50**
From 2,000,000	**2,413.60**	**0.40**
From 3,000,000	**2,753.50**	**0.20**

7.3 Fees for additional modules

Additional modules can be purchased for Address Data S and Address Data L.

Geodata

Number of customer addresses	Geodata Base price EUR	Price EUR per additional 1,000 addresses
From 1	**509.90**	
From 25,000	**509.90**	**10.80**
From 50,000	**781.80**	**8.20**
From 100,000	**1,189.90**	**5.50**
From 250,000	**2,005.70**	**2.90**
From 500,000	**2,719.60**	**2.40**
From 750,000	**3,334.20**	**1.70**
From 1,000,000	**3,739.30**	**1.10**
From 2,000,000	**4,827.20**	**0.60**
From 3,000,000	**5,507.10**	**0.50**

Building Data

Number of customer addresses	Building Data Base price EUR	Price EUR per additional 1,000 addresses
From 1	**255.10**	
From 25,000	**255.10**	**5.50**
From 50,000	**391.00**	**4.10**
From 100,000	**594.90**	**2.80**
From 250,000	**1,002.90**	**1.50**
From 500,000	**1,359.70**	**1.20**
From 750,000	**1,648.70**	**1.00**
From 1,000,000	**1,869.70**	**0.50**
From 2,000,000	**2,413.60**	**0.40**
From 3,000,000	**2,753.50**	**0.20**

Building project reports

Number of customer addresses	Building project reports Base price EUR	Price EUR per additional 1,000 addresses
From 1	**2,673.90**	
From 25,000	**2,673.90**	**16.30**
From 50,000	**3,080.10**	**12.60**
From 100,000	**3,703.70**	**8.30**
From 250,000	**4,968.00**	**5.20**
From 500,000	**6,235.80**	**2.90**
From 750,000	**6,935.00**	**2.60**
From 1,000,000	**7,605.80**	**1.70**
From 2,000,000	**9,268.70**	**1.10**
From 3,000,000	**10,308.00**	**1.10**

7.4 Fees for additional services

Additional services	Price EUR
Extended quality report	**1,223.80**
Extended support	**1,631.70**

7.5 Fee for Address Data Street

Module	Price EUR
Adress Data Street	**1,190.50**

7.6 Fee for Address Data Autocomplete

Pricing model	Price EUR per month
Flat fee for up to 50,000 transactions	**220.00**
Price per transaction from 50,001 transactions onwards	**0.0049**

A one-time setup fee of EUR 261.60 will be charged upon initial setup.

7.7 Index Adjustment

Post intends to adjust all fees annually by 1 January according to the development of the CPI (consumer price index) 2020 in the period from 1 July of the year before last to 30 June of the previous year. In the individual tariff levels, the rate will be rounded up or down to the nearest 10 cents according to standard commercial rounding rules.

Post expressly reserves the right to adjust the fee beyond the development of the Consumer Price Index (CPI); in this case, the customer shall have a special right of termination in accordance with clause 11.2.

This adjustment of the fees shall be made uniformly at the same percentage. The new fees determined in this way in accordance with these GTC shall be announced in the 4th quarter of the current calendar year for the following calendar year.

It is expressly not considered a waiver by Post if it has not made use of the application of the index adjustment or any further fee adjustments – even over a longer period of time.

7.8 Accounting

The initial invoicing takes place after the first delivery of Address Data to the customer, whereby the fee is invoiced in advance on a pro-rata basis for the current calendar year on a monthly basis, quarterly or for the entire remaining calendar year, depending on the date of conclusion of the contract. In subsequent years invoicing is made in advance on a monthly, quarterly or annual basis in the respective calendar year, depending on the agreement.

If the fees are subject to withholding tax, e.g. source tax, under national laws, the customer is obliged to inform Post of this prior to the first payment. In order to avoid a lengthy withholding tax refund procedure, Post reserves the right to determine the start date of the first licence payments only after the exemption certificate has been issued or the certificate of residence has been submitted. Once the exemption certificate or certificate of residence has been issued, the customer must pay the licence payments to Post without deduction of withholding tax.

The due date and payment of the invoice amount is based on the separate deferral agreement concluded with Post; in the absence of such an agreement, the respective invoice amount must be transferred without deduction to the account specified in the invoice within 14 days from the invoice date. In the event of default of payment, Post reserves the right to charge default interest on the respective outstanding amount at the statutory interest rate pursuant to the Austrian Commercial Code (UGB) as amended, without prejudice to the assertion of further damages caused by the delay, in particular bank charges.

Post has the right to charge the customer for all dunning and collection fees, in particular lawyers' fees incurred in this regard.

In the event that the fees are debited by Post under the SEPA direct debit procedure (SEPA CORE) or the SEPA corporate direct debit scheme (SEPA B2B)from the account specified by the customer, Post shall send a pre-notification no later than one day before the debit is made.

If the customer defaults on payment beyond the due date, Post is entitled, after a single reminder, to suspend the delivery of updates until the end of the payment delay.

Objections to invoiced fee claims must be submitted in writing by the customer to Post within three months from the invoice date, otherwise the fee requirement of Post shall be deemed accepted. Objections do not prevent the due date of the invoice amount.

8 Warranty/Liability

8.1 Although the data has been carefully reviewed, incompleteness or errors cannot be completely ruled out. Post therefore excludes any warranty for the data to the extent permitted by law, in particular for incorrect, incomplete or outdated data. Excluding any further claims, Post will only replace the delivered file in the case of other defective services.

8.2 Post excludes liability for all direct and indirect damages or consequential damages, to the extent permitted by law. In particular, for damage resulting from quality defects in the data (e.g. incompleteness and incorrectness of the recorded data) and the delivered file, by changes to the customer's systems (hardware and software) as well as those of any other data users due to the installation or use of Address Data as well as from the non-fulfilment of contractual obligations. Any potential compensation for damages is in any case limited to EUR 3,000.00 (three thousand).

8.3 In the case of the use of Address Data by a processor within the meaning of the General Data Protection Regulation, the Customer shall be liable for the legitimate use of Address Data by the processor. The customer has the obligation to bind the service provider that the disclosure/transfer of data from Address Data in its raw form or parts thereof to third parties is not permissible and to ensure that the service provider uses this data exclusively in the context of the customer's orders.

8.4 Post shall not be liable for the non-performance or poor performance of its contractual obligations, even if it uses vicarious agents, nor for any damages, and any penalties and performance deadlines shall not apply if these occur as a result of circumstances that are independent of the will of the parties or unavoidable. These can be, for example, unforeseeable or unavoidable operational disruptions, official interventions, labour disputes, riots/riots, wars, terrorist attacks, boycott measures, natural disasters, pandemics, epidemics, official measures, confiscation of material goods, shortages of resources and material supplies, cyber attacks, sabotage, blackout cases, disruptions to communication networks and other unforeseeable or unavoidable hindrances.

9 Penalty

9.1 In the event of any violation of the provisions of these General Terms and Conditions (GTC), particularly breaches of Points 4 and 5, the customer shall be obliged to pay a fault-independent contractual penalty in the amount of three times the agreed license fee per case. The customer shall also owe the penalty fee if a third party engaged by them uses the data for purposes other than the implementation of the applications pursuant to Point 4. Payment of the penalty fee does not release the customer from their obligations of this contract.

9.2 Post's right to assert claims for damages remains unaffected by the payment of the penalty fee.

10 Data security and data protection

10.1 The customer is obliged to implement all technical and operational security measures necessary to prevent any use of the data not provided for or prohibited under these GTC, and to continuously adapt these measures to the latest standards. In particular, the customer must ensure that unauthorized persons cannot access the data and that their employees, processors, and – in the case of group usage – affiliated group companies do not use the data contrary to the provisions of these GTC or make it accessible to third parties.

10.2 The customer is responsible for complying with all data protection regulations, particularly the Data Protection Act (DSG) and the General Data Protection Regulation (GDPR), in the event that they create or enable any personal reference. In such cases, the customer is responsible for the lawfulness of the processing and use of the data and for safeguarding the rights of the data subjects.

10.3 If personal reference is established, processing is only permitted within the EU/EEA.

11 Termination of Contract

11.1 The contract may be terminated by either contracting party with three months' notice effective as of December 31 of any calendar year. Termination must be made in writing by registered letter or by email. The date of the postmark or the date of dispatch of the email is decisive for compliance with the notice period.

11.2 Both contracting parties are entitled to terminate this agreement without notice for good cause.

In this sense Post shall have the right to terminate the contractual relationship prematurely with immediate effect, particularly if:

- the customer is in default with payment obligations towards Post after an unsuccessful reminder and the setting of a grace period of two weeks;
- insolvency proceedings against the customer are rejected due to insufficient assets to cover costs;
- agreed services are not provided at all or are provided defectively despite a written request;
- the customer grossly or repeatedly breaches other essential contractual obligations;
- a hindrance pursuant to Point 8.4 occurs.

The customer is entitled to extraordinary termination if Post increases the agreed fee during the contract term; this excludes index adjustments based on CPI pursuant to Point 7.7, first paragraph. If no extraordinary termination is declared within 14 days of notification of the new fee by Post, the customer's consent to the increase shall be deemed granted.

If, due to a change in legal situation or official order, the distribution of the Address Data product line is no longer possible, Post may terminate the contrac-

tual relationship with immediate effect – in particular without obligation to fulfill the obligations or pay damages under the agreement and these GTC.

12 Consequences of Termination of Contract

12.1 Upon dissolution or termination of the contract, all rights of use granted to the customer in accordance with these GTC shall expire. In particular, this means that the customer is no longer entitled to exercise his/her rights in accordance with Point 4. The data must therefore be deleted at the request of Post – as far as possible with commercially reasonable effort – and any existing original data carriers as well as all all copies must be destroyed; this must also be confirmed in writing at the request of Post.

Excluded from this are those data that have become inseparably linked with the customer's own address database on the basis of internal company address maintenance; these may continue to be used for internal reference purposes even after the license rights have expired. For this use a one time lump sum payment equal to the last annual fee must be paid.

12.2 The provisions regarding penalties, confidentiality, applicable law and jurisdiction shall remain effective even after the termination of the contract.

12.3 After termination of the contract, the customer will no longer receive any updates.

13 Confidentiality

The contracting parties undertake to keep strictly confidential all confidential information they receive concerning the business or operations of the other party and not to disclose such information to any third party, unless such information is obvious or publicly accessible. The contracting parties further undertake not to use such confidential information for their own purposes or otherwise exploit it. The content of the agreement is to be treated as confidential. This obligation continues to apply even after the termination of the agreement.

14 Compliance

The customer undertakes (i) to ensure that they, as well as any legal representatives, employees, and engaged and/or commissioned subcontractors, comply with all applicable legal provisions related to anti-corruption regulations, and (ii) to take appropriate measures to ensure compliance with anti-corruption regulations. A breach of anti-corruption regulations entitles Post – without prejudice to other rights of withdrawal and termination – to terminate the agreement with immediate effect and to assert any claims for damages.

15 Applicable Law/Jurisdiction

15.1 All disputes arising from or in connection with the agreement shall be governed by Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods and conflict-of-law provisions.

15.2 The exclusive place of jurisdiction shall be the court legally competent for 1030 Vienna.

16 Other Provisions

16.1 Any set-off or retention by the customer is excluded unless Post has expressly agreed to the set-off in writing.

16.2 Rights arising from or in connection with the concluded agreement may only be assigned to third parties with the prior express written consent of the other party

16.3 Post is entitled at any time to transfer all of its rights and obligations under an agreement concluced within the scope of these General Terms and Conditions regarding Address Data to third-party companies affiliated with Post within the meaning of §§ 15 et seq. of the Stock Corporation Act (Federal Law Gazette I No. 68/1965 as amended), without the customer's consent.

16.4 Only what is agreed in writing is binding; no verbal side agreements shall apply. Amendments and supplements to the contract must be made in writing and signed by the contracting parties to be valid. This also applies to any waiver of the requirement for written form.

16.5 All rights and obligations under the agreement shall pass to the respective legal successors of the contracting parties.

16.6 Post expressly excludes any obligation to provide updates in accordance with § 7 of the Consumer Warranty Act as amended by Federal Law Gazette I No. 2021/175 (see also Art. 8 paras. 2 and 3 of Directive [EU] 2019/770, Art. 7 paras. 3 and 4 of Directive [EU] 2019/771).

16.7 Post will, where possible, inform the customer of the occurrence of an hindrance pursuant to Point8.4, preferably via its website.

16.8 If any part of these General Terms and Conditions is or becomes legally invalid, this shall not affect the validity of the remaining provisions. In place of the legally invalid parts, those legally valid provisions most favorable to Post and closest in economic effect to the invalid provisions shall apply.

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post.at/adressdata

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