

crawlOPTIMIZER

General terms and conditions

1. Application and definitions

- 1.1. For the business relationship between eCom VIKINGS, owner: Jan-Peter Ruhso, MSc, MSc, Wolfgang-Pauli-Gasse 5/1.1.18, 1140 Vienna, Austria (hereinafter referred to as “eCom VIKINGS”) and the customer, the following general terms and conditions of business shall apply exclusively in the version valid at the time of the order.
- 1.2. These general terms and conditions (GTC) apply to the “crawlOPTIMIZER” application provided by eCom VIKINGS in accordance with the current product description as software as a service (“SaaS”) and cloud service - hereinafter referred to jointly as “software”.
- 1.3. The application of the general terms and conditions will be agreed with the customer the first time a contract is concluded. These GTC also apply to all future transactions of the same kind, even if not expressly agreed again.
- 1.4. Conflicting or deviating conditions of the customer shall not give rise to any obligations on the part of eCom VIKINGS, even if they are not expressly rejected by us or if the terms and conditions of the customer state that deviating conditions of the contracting partner will not apply or will only apply following a written acknowledgement or if the services are provided to the customer without reservation.

2. Services for corporate customers only

- 2.1. The services of eCom VIKINGS are intended solely for corporate customers with legal capacity (i.e. companies) or public-sector organisations and not for consumers. Consumers are not permitted to order services of eCom VIKINGS.
- 2.2. A company is defined as any permanent organisation which carries out independent economic activities, including such as are not for profit. Legal persons under public laws are always deemed to be entrepreneurs. The term company also includes freelance professions which trade in the same way. Consumers are defined as persons who are not a company.

- 2.3. By placing an order, customers declare that they are a corporate customer with legal capacity or a public-sector organisation and are not a consumer.
- 2.4. eCom VIKINGS reserves the right to check within the context of an order placed by the customer and including prior to its performance, that the customer is not a consumer (for example by verifying address data, commercial register entry or value added tax identification number).

3. Type and scope of service

- 3.1. The customer will be enabled to use the software which is stored and operated on the servers of eCom VIKINGS or a service provider commissioned by it via an Internet connection during the term of this contract for its own purposes and to store and process its data with the assistance of the said software.
- 3.2. eCom VIKINGS will provide the customer with the software for use in accordance with the respective agreed tariff at the router end of the computer centre in which the server with the software is located ("transfer point"). The software, the computing capacity necessary for its use and the necessary storage and data processing capacity will be provided by eCom VIKINGS. We are not responsible for creating and maintaining the data connection between the customer's IT systems and the described transfer point.
- 3.3. The services of eCom VIKINGS are limited to the provision of the software and the associated provision of information. In particular and unless agreed otherwise, the log file analyses will be limited to the use of Googlebot.
- 3.4. The services of eCom VIKINGS will be provided in the form of a service contract. This agreement does not pertain to any specific success derived from the software's use in terms of a work contract.
- 3.5. eCom VIKINGS is not obliged to provide any qualities beyond the functionality of the software defined in the software description. Individual extensions or other modifications of the software for the customer require a separate agreement. The assumption of guarantees for specific properties of the software require a confirmation in text form by eCom VIKINGS as a minimum in order to be valid. eCom VIKINGS is not obliged to provide any training in relation to the use of the software.
- 3.6. Unless agreed otherwise, the service scope of the software does not include the validation or a guarantee concerning the correctness of the content and information provided or calculated by its user.

- 3.7. Unless expressly agreed, the services of eCom VIKINGS do not include any legal checks or legal advice or fulfilment of legal obligations of the customer.

4. Offers and conclusion of the contract

- 4.1. Descriptions and images on websites or in brochures do not represent any binding offers.
- 4.2. Contracts concerning the use of the software can be concluded independently between eCom VIKINGS and the customer or within the framework of an online order process.
- 4.3. Within the framework of the online order process, the customer selects the requested software package in accordance with his requirements. The customer then provides information concerning his or her person and the company and selects one of the available payment methods in order to make a payment. By clicking the “Confirm order” button, the contract between eCom VIKINGS and the customer comes into force. If the customer has been sent a confirmation email (of which the customer will be informed), they must activate the link provided in this email in order to be able to use the software. eCom VIKINGS shall be entitled to withhold the full version of the software until receipt of full payment.
- 4.4. Any enquiries concerning eCom VIKINGS contracts (including quotes, estimates, orders and other service queries) do not constitute a contract with eCom VIKINGS until after acceptance. We reserve the right to reject requests for quotes. Unless otherwise stated, offers are valid for 14 days.

5. Co-operation obligations of the customer

- 5.1. The customer shall provide eCom VIKINGS with appropriate support with respect to the provision of the contractual services.
- 5.2. The co-operation to be provided includes, in particular, the provision of log files from the customer’s web server by means of the transmission method selected from the available options (for example email, FTP, website access).
- 5.3. The co-operation obligation also includes pre-filtering the log files. The term “google” has to be included in the user agent. This ensures that no personal data is transferred.
- 5.4. In order for the software’s analysis function to work, the software has to be able to access (“crawl”) information from those of the customer’s websites that are to be

analysed (for example meta information). The customer must ensure that it is possible for this information to be crawled.

The crawlOPTIMIZER crawls all entries (URL's) from the XML sitemaps. The following standard crawling settings are stored in the system:

- **Sitemap import weekday: Monday**
- **Sitemap import time: 01:00:00**
- **Crawl start time: 02:00:00**
- **Crawl end time: 06:00:00**
- **Crawl rate: 5 URL's per second**

These standard settings can be individually adjusted by the customer at any time in the “**settings**” menu option.

Should no crawling of the XML site map(s) be required, the crawl rate in the “**settings**” must be set to “zero”. In this case, the crawlOPTIMIZER will not perform any crawling operations. If XML sitemaps crawling has been deactivated, the software will be unable to display any analysis results on the dashboard, as the necessary crawling information is missing.

More information on the subject of crawling operations performed by the crawlOPTIMIZER:

- The maximum crawl rate adjustable under “**settings**” is limited to 10 URL's per second.
- The crawlOPTIMIZER user agent is structured as follows:

Mozilla/5.0 (compatible; crawlOPTIMIZER/x.x.x; +https://www.crawloptimizer.com)

- 5.5. Should the customer fail to comply with its co-operation obligations, eCom VIKINGS is not obliged to provide the agreed software services. This does not entitle the customer to reduce the fee for use or to extend an agreed contractual term.
- 5.6. The customer is obliged to properly and regularly back up its data. This also applies to the documents provided by eCom VIKINGS in the course of the performance of the contract.
- 5.7. The customer must fulfil the system requirements stated in the software description or an order document in order to be able to use the software. The customer is responsible for the above himself.

- 5.8. The customer must keep confidential the access data provided to it and must ensure that any employees to whom this access data is provided do the same. The service of eCom VIKINGS must not be made available to third parties, unless this has been expressly agreed between the parties.
- 5.9. If the customer provides the software to other users within the framework of contractual provisions with eCom VIKINGS, the customer must ensure that the other users comply with the obligations of the customer as set out under this contract.

6. Enterprise accounts

- 6.1. If customers (hereinafter referred to as “agencies”) use so-called enterprise accounts, they may set up individual properties for their own customers (hereinafter referred to as “agency customers”). The properties will be set within the framework of the contractual relationship between eCom VIKINGS and the agencies. No contract will come into existence between the agency customers and eCom VIKINGS.
- 6.2. The number of properties and agency customers will be determined in accordance with the respective package that has been booked and must not be exceeded by the agencies.
- 6.3. Agencies may hand over to the agency customers the access data necessary to use the properties. The agencies must ensure that the agency customers are aware of these general terms and conditions and data protection policy and that they observe the same.

7. Right of use

- 7.1. eCom VIKINGS wishes to point out that the customer may only use the software for the individual purposes in accordance with the contract and may only hand over use of the software to third parties in accordance with the contractual regulations.
- 7.2. As the software runs exclusively on the servers of eCom VIKINGS or on servers of the service provider commissioned by eCom VIKINGS, the customer does not require any rights of use to the software under copyright laws, nor does eCom VIKINGS grant such rights. However for the term of the contract, eCom VIKINGS is granting the customer the non-exclusive and non-transferable right for the agreed term to load the user software’s interface for display on the monitor into the working memory of the end devices used for this purpose in accordance with the contract and to carry out the associated duplications of the user interface, as well

as to use the software for the purposes of the contract in accordance with the product description.

- 7.3. Unless agreed otherwise between the parties (for example within the framework of enterprise accounts), it is not permitted to enable third parties to use the software. Associated group companies of the customer are also deemed to be third parties. In particular, the customer is not entitled to rent, lend, lease, sell, decompile, alter or make the software accessible to third parties in full or in part in any technical form either for payment of a fee or free-of-charge or to enable third parties to carry out the actions referred to above without the express written agreement of eCom VIKINGS. The prohibitions above apply unless provided otherwise by law. Sublicenses may not be granted.
- 7.4. The customer may only use the software via the provided entry masks and interfaces.
- 7.5. The customer must refrain from any actions which could impair the functionality of the software and its infrastructure. This refers in particular to making the software work too hard, i.e. in a manner that goes beyond the regular use intensity and frequency to be expected when normally using the software (for example, access via third party software that permanently generates unnecessary access due to technical defects.)
- 7.6. The customer is obliged to protect the access data for the software from access by unauthorised third parties. The customer is entitled to pass on the access data to employees who are bound by his instructions.

8. Rights concerning data processing and data backup

- 8.1. eCom VIKINGS complies with the statutory data protection regulations.
- 8.2. For the purposes of performance of the contract, the customer hereby grants eCom VIKINGS the right to duplicate the data that eCom VIKINGS is storing for the customer if necessary in order to provide the services owed under this contract. eCom VIKINGS is also entitled to keep the data in a backup system or separate backup computer centres. In order to provide the services under the contract and to fix faults, eCom VIKINGS is also entitled to carry out alterations to the structure of the data or the data format.
- 8.3. The software provided by eCom VIKINGS only processes anonymous data for analytical purposes. **The software only analyses Googlebot access data.** For this reason, the customer is obliged to ensure that eCom VIKINGS only receives pre-filtered log files with Googlebot access data and without other entries, in particular those of a personal nature. Prior to the analysis, the customer's log files will be filtered again and all other entries apart from those of the Googlebot will be filtered out. **The software will only analyse and subsequently save log files that have been prepared in this way.**
 - The customer must **pre-filter** the log files as follows:
The only log entries that will be transferred or saved on a server are those that contain the term "**google**" within the **user agent string** (regardless of manner of writing. Positive examples: **Googlebot, google, Google, GOOGLE** etc.).
- 8.4. Saved log files are automatically deleted after the expiry of 5 years.

9. Remuneration

- 9.1. The payment period and fee, as well as the payment method are determined in accordance with the prices notified to the customer prior to the conclusion of the contract.
- 9.2. Unless stated otherwise, all prices are subject to value added tax.
- 9.3. Fees are due in advance for the respective billing period.
- 9.4. Should the customer be more than two weeks late in paying a fee due, eCom VIKINGS is entitled to block access to the software after giving prior notice and providing a new payment deadline and said deadline's subsequent expiry. This blockage shall not affect eCom VIKINGS's entitlement to any fees. The access to the software will be restored immediately once the arrears have been settled. eCom

VIKINGS shall also be entitled to block access by way of a minor sanction if eCom VIKINGS has a right of extraordinary termination in accordance with Number 15.2 of these general terms and conditions.

- 9.5. Following the expiry of the initial term, eCom VIKINGS can adjust the prices, as well as the rates for any agreed fees in accordance with time and expense in line with general price developments. If the fee is increased by more than 5%, the customer can terminate the contractual relationship at the end of the current contractual month.
- 9.6. The fee for other services (for example SEO consulting, IT-related developments etc.) shall be based on eCom VIKINGS' valid price information.
- 9.7. The monthly net price is calculated on the basis of the average of the daily Googlebot requests. This average is the average of the daily Google Bot requests for the last three months as of a key day. Should this average value be increased by at least 5% for a duration of more than one month, eCom VIKINGS is entitled to adjust the prices in accordance with the services provided under the booked package. The customer will be informed of the same in good time in advance by email.
- 9.8. Invoices may only be sent electronically.
- 9.9. The parties may only set off claims against counter-claims that have been recognised by the other contracting party or have been acknowledged by a court, unless this relates to principal performance and defect claims. A right of retention can only be exercised for claims associated with the respective contract.

10. Support

- 10.1. A support incident is present if the software does not fulfil the contractual functions in accordance with the product description. The manner in which errors are reported depends on the product description, as does the scope of the support services.
- 10.2. Should the customer report a support incident, they must provide a description of the respective functional error in as much detail as possible, in order to enable an efficient remedying of the defect.
- 10.3. The parties can conclude a separate agreement concerning the provision of support, servicing and maintenance services.

11. Availability of the software

- 11.1. eCom VIKINGS offers software availability of 97% over the year. eCom VIKINGS is hereby informing the customer that restrictions or impairments to the software may arise which are beyond our control. This includes in particular actions of third parties who are not acting on behalf of eCom VIKINGS (for example power cuts, DDOS attacks), technical issues concerning the Internet which are outside our control, as well as force majeure. The hardware and software and technical infrastructure used by the customer can also impact on the services provided by eCom VIKINGS. In addition, changes to the functionality of the Googlebot, notification to eCom VIKINGS which does not take place within a reasonable period of time or an inability to adjust the software to the change due to lack of reasonable technical options, also constitute situations outside of our control. Should such circumstances influence the availability or functionality of the service provided by eCom VIKINGS, this shall not lead to the services being deemed as not being in accordance with the contract.
- 11.2. Maintenance time (which includes maintenance, alteration, update or installation work) does not represent a defect. Unless in exceptional cases, which are notified in advance where reasonable, the software will be maintained between 21:00 and 24:00 central European time on Saturdays.
- 11.3. The customer is obliged to notify eCom VIKINGS of functional breakdowns, disruptions or impairments of the software immediately and in as much detail as possible.
- 11.4. Should the security of the software's operation or the maintenance of the software's integrity or of the network's operation and integrity be acutely at risk (for example due to malicious software or unauthorised access attempts), eCom VIKINGS may temporarily limit access to the software and restrict the scope of its functions as required. This applies in particular if the interests of the customer are at risk.
- 11.5. eCom VIKINGS is entitled to block access to the software in case of serious breaches of the obligations to which the customer is subject. Serious breaches are those which make continuation of fulfilment of the contract unreasonable for eCom VIKINGS because our rights and interests or those of other users of the software are at risk (for example access by unauthorised persons, use of malicious software).

12. Further development and warranty

- 12.1. eCom VIKINGS may alter the software and some of its functions within the framework of further development without this representing a defect, should this be reasonable for the user and provided that this does not jeopardise the achievement of the contractual purpose. The further development of the software is an integral part of the service provided by eCom VIKINGS. The further development includes adjustment to technical progress, taking the requirements of the user in relation to the software into account and the optimisation of the software.
- 12.2. Should eCom VIKINGS offer interfaces for the software (also referred to as “API”) with which the customer can access the software with that of third party providers, eCom VIKINGS can only provide a guarantee concerning the functional capability of the interfaces in accordance with the availability provisions of this contract to the extent that we have control over the same. In particular, no warranty can be assumed for lack of compatibility of the interfaces or accessibility, should a defect arise in relation to the software of the third party provider. The same restrictions apply should the customer connect the software of third parties with our software via the interfaces of the third parties.
- 12.3. The recommended actions, proposals, tips and similar information (hereinafter referred to as “recommendations”) notified to the customer by eCom VIKINGS within the framework of the software are of a non-binding nature. eCom VIKINGS endeavours to always issue the recommendations in accordance with our current state of knowledge and in line with current technical and economic developments. However, as these circumstances constantly change and binding recommendations require a check in the individual case, eCom VIKINGS cannot assume any liability or guarantee for the recommendations in relation to their feasibility, appropriateness, completeness or the attainment of specific success. This means that the implementation of the recommendations is at the sole risk of the customer.
- 12.4. Otherwise, the statutory warranty rights apply. A limitation period of 6 months is hereby being agreed.

13. Liability and damages

- 13.1. eCom VIKINGS shall incur liability for losses of the customer which are caused intentionally or through gross negligence, which are due to the absence of a guaranteed quality, a culpable breach of essential contractual obligations (so-called cardinal obligations), a culpable injury to life, body or health or, in case that liability

is mandated under the Austrian Product Liability Act (Produkthaftungsgesetz), in accordance with the statutory provisions.

- 13.2. Cardinal obligations are contractual obligations that enable the contract to be performed and on whose compliance the contracting partner may regularly rely and whose breach by the other party jeopardises the achievement of the contractual purpose.
- 13.3. In case of a breach of a cardinal obligation, the liability shall be limited to such losses whose occurrence is typically expected when using the software which forms the subject matter of the contract if the loss merely be due to simple negligence. The typical loss is generally limited to the contractual fee of the customer for the period of time in which the breach of obligation took place. This does not apply if the restriction would be considered unreasonable in the individual case. The typical loss does not generally exceed five times the agreed fee.
- 13.4. Otherwise, liability is excluded, regardless of legal reason.
- 13.5. Should the loss incurred by the customer be due to the loss of data, eCom VIKINGS shall not incur liability of such if said loss could have been prevented if the customer had regularly and completely backed up all relevant data. The customer must back up and has sole responsibility for regularly and fully backing up all data himself or to have it backed up by a third party.

14. Customer data and exemption from third party claims

- 14.1. eCom VIKINGS stores content and data for the customer as a technical service provider that the customer enters and saves when using the software and that he makes available for retrieval. The customer shall be obliged vis a vis eCom VIKINGS not to enter any content and data which is of a criminal nature or which is absolutely unlawful in relation to individual third parties. The customer shall also not use any programs containing viruses or other malicious programs in connection with the software. The customer remains the controller in relation to personal data and must therefore always check whether permission has been granted to process such data with the software.
- 14.2. The customer is solely responsible for all content used and data processed and any necessary legal positions in this respect. eCom VIKINGS is not informed of content of the customer and does not generally check the content used by the customer with the software.
- 14.3. In this respect, the customer shall be obliged to exempt eCom VIKINGS from all liability and any costs, including possible and actual expenses connected to court

proceedings, should a claim be brought against eCom VIKINGS by third parties, including in person by employees of the customer as a result of alleged actions or omissions on the part of the customer. eCom VIKINGS will inform the customer of the claim and, where legally possible, will provide the customer with the opportunity to defend the claim which is being filed. At the same time, the customer shall provide eCom VIKINGS with all available information concerning the matter which forms the subject of the claim in full.

14.4. Any additional damage claims of eCom VIKINGS shall remain unaffected.

15. Term and termination of the contract

15.1. The contractual term shall be determined in accordance with the package option which has been selected.

15.2. Both parties shall have the right of extraordinary termination for important reasons where the statutory requirements for the same are met. An important reason shall be present for eCom VIKINGS in particular if the customer is in default of payment of more than two months' fees despite a reminder. Should the customer be responsible for the reason for the termination, the customer shall be obliged to pay eCom VIKINGS the agreed fee, minus the expenses saved by eCom VIKINGS, until the time at which the contract would have ended at the earliest in case of a regular termination. Extraordinary termination must generally be preceded by a warning. It is possible to omit the warning if the contracting partner cannot reasonably be expected to provide the same. This is the case in particular if the behaviour of the contracting partner means that continued unacceptable behaviour is to be expected despite a warning.

15.3. Notices of termination have to be made in writing in order to be valid, unless eCom VIKINGS provides the option of terminating online.

15.4. The customer is obliged to backup its data prior to the end of the contract should a notice of termination have been issued. eCom VIKINGS is entitled to irretrievably delete all data of the customer which has been saved during the contractual term, unless agreed otherwise.

16. Confidentiality

16.1. The parties shall be obliged to permanently keep secret all of the information they became aware of in connection with this contract or of which they will become aware in the future in relation to the respective other party which is designated as confidential or which is recognisable as business and operating secrets on the basis

of the circumstances (hereinafter referred to as “confidential information”). The parties shall not pass on such confidential information to third parties, shall not record it and shall not otherwise exploit the same, unless the respective other party has expressly agreed to the disclosure or use in writing or if the information has to be disclosed due to the law, a ruling of a court or a decision of the administrative authorities.

16.2. The information is not designated as confidential in accordance with Number 16 of this contract if:

- it was already known to the other party without the said information having been subject to a confidentiality obligation
- it is generally known or becomes known without a breach of the confidentiality obligations which have been entered into
- it is disclosed to the other party by a third party without a breach of a confidentiality obligation having taken place.

16.3. The obligations under Number 16 of this contract shall continue to apply after this agreement has terminated.

17. Assignment of rights and obligations

17.1. This contract can only be assigned to a third party with the express written agreement of the other party.

17.2. Regardless of the above, eCom VIKINGS is entitled at any time in compliance with the confidentiality and data protection provisions to transfer the contract to economically affiliated companies without the further agreement of the customer and to provide all rights and obligations under the contract through third parties in full or in part, to have them performed by third parties or to cede them to third parties, in particular and including for financing purposes.

18. Changes to the general terms and conditions in exceptional circumstances

- 18.1. eCom VIKINGS reserves the right to amend these contractual provisions at any time with effect for the future, unless this is unreasonable for the customer. The amendment is reasonable in the following cases in particular:
- if the purpose of the amendment is to ensure compliance with applicable laws on the part of the general terms and conditions, in particular if the applicable legal position changes
 - if the purpose of the amendment is to ensure that eCom VIKINGS complies with mandatory rulings of the courts or decisions of the authorities
 - if new services of eCom VIKINGS or service elements and technical or organisational processes of eCom VIKINGS have to be described in the general terms and conditions
 - if the amendment is merely of benefit to the customer.
- 18.2. In case of an alteration, eCom VIKINGS will send the amended general terms and conditions to the email address of the customer stored by us at least four weeks prior to these taking effect.
- 18.3. The customer will have four weeks prior to the taking effect of the changes during which it can terminate this contract, should the amendments be detrimental and therefore unreasonable for the customer.
- 18.4. Should the customer not object to the new general terms and conditions within a period of four weeks following receipt by email, they shall be deemed to have been accepted by it. eCom VIKINGS will inform the customer of the consequences of failing to raise an objection with the notification of the amendment.
- 18.5. The customer can also agree to the amended general terms and conditions by means of an express declaration of agreement.
- 18.6. In addition, this agreement and its amendment, as well as all declarations relevant to the contract and notification and documentation obligations, require written form, unless a different form is agreed or mandated by law.

19. Closing provisions

- 19.1. The law of the Republic of Austria shall apply, unless mandatory statutory regulations prevent this.
- 19.2. The place of performance and place of jurisdiction is Vienna. The right of eCom VIKINGS to select an alternative lawful place of jurisdiction shall remain reserved.
- 19.3. Should any individual provisions of these general terms and conditions be ineffective, this shall not affect the validity of the remaining clauses. In such a case, the parties shall co-operate to replace the ineffective provisions with such clauses which correspond to the ineffective provisions as closely as possible.

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