1 Scope and Contracting Parties

These terms apply to all contracts concluded between Softwaro GmbH (Commercial Register No. 653001 x), Linzer Straße 61/5, 4840 Vöcklabruck, Austria (hereinafter the "Provider"), and entrepreneurs only (hereinafter the "Customer"). Consumers are excluded from the use of the service. The term "Provider" refers to Softwaro GmbH throughout this document.
This English translation is provided for convenience and reference only. In the event of any discrepancies or differences in interpretation between this English version and the original German version ("Fleetwaro Software-as-a-Service Vertrag" / "Allgemeine Geschäftsbedingungen"), the German version shall prevail.

2 Subject Matter of the Agreement

The Provider shall provide the Customer with access to the Fleetwaro Software-as-a-Service (SaaS) platform as a cloud-based service. Fleetwaro ("FM") is a state-of-the-art B2B SaaS platform for digital fleet management. The platform is based on modern cloud and AI technologies and has been designed from the ground up for maximum scalability, usability, and efficiency.

3 Rights of Use

The service comprises digital fleet management and related data services in accordance with the current technical documentation.For the duration of the Agreement, the Customer is granted a simple, non-transferable and non-exclusive right of use to the software provided.

4 Conclusion of Contract

Offers made by the Provider are non-binding and without obligation.
The Agreement is concluded when the Customer completes the online registration process.
By completing registration, the Customer expressly declares its binding acceptance of these Terms and Conditions.

5 Contract Term and Termination of Service Contracts

5.1 Device-Based Billing (Vehicles, Tools, etc.)

Billing is based on each registered device (e.g., vehicle, tracker, or tool).
A monthly or annual fee applies per device as defined in the selected subscription plan.
Devices can be terminated individually by removing them from the software **before the next billing cycle**.
All associated data will be **permanently deleted** upon device removal; the Customer is solely responsible for exporting data in advance.

5.2 Usage Packages with or without Automatic Renewal

Usage packages (e.g., AI-credit bundles) are subject to their individual purchase conditions.
Packages with automatic renewal renew automatically unless disabled prior to expiration.
Packages without automatic renewal expire automatically upon depletion or at the end of their validity period.

5.3 Account-Based Services

Account-level services (e.g., AI or data modules) are billed per service and billing cycle (monthly or annual).
These may be canceled by the Customer **prior to the next billing cycle** by deleting the service in the software.
All related data will be **permanently deleted** after cancellation; data export remains the Customer's responsibility..

5.4 Data Deletion

Deleting a device or service within the platform **permanently erases** all related data.
Before deletion, the Customer must use the export tools provided to back up data in standard formats.

5.5 Termination of Customer Accounts

When a Customer account is deleted, all associated account data, devices, and services are **permanently deleted**.
The Customer is responsible for timely data backup prior to deletion.

5.6 Form of Termination

Terminations or cancellations must be made directly through the Fleetwaro software interface.
Cancellations by email or other channels are not valid.

6 Extraordinary Termination Rights

The Provider may terminate this Agreement immediately and without prior notice for cause, including but not limited to:

- repeated or material failure to make payments when due;
- commencement of insolvency or bankruptcy proceedings against the Customer; or
- fraudulent or unlawful conduct by the Customer in connection with this Agreement.

Upon termination for cause, **the Provider may immediately suspend all services and system access.** Fees already paid will not be refunded.

7 Pricing and Payment Terms

7.1 7.1 All prices are stated in EURO (EUR) and are exclusive of statutory value-added tax (VAT).

7.2 The Provider may adjust prices once per year, taking into account the inflation rate and changes in labour costs pursuant to the current IT collective agreement.

7.3 Collection fees and statutory interest may apply in the event of late payment. Claims of defect or warranty do not justify withholding of due payments.

7.4 If payment is overdue and remains unpaid after notice, the Customer's account may be deactivated and, after continued default, permanently deleted.

7.5 If invoices remain unpaid, the Provider may, after notice and grace period, suspend or deactivate access to the service. The Customer bears all risks or losses arising from such suspension; the Provider is not liable for consequential damage.

7.6 Regardless of reminder status, the Provider may pursue immediate legal action in cases of repeated non-payment.

8 Hourly Rates, Fixed Fees, Additional Costs, Travel Expenses

8.1 Unless otherwise agreed, any additional professional services are billed at the Provider's then-current hourly rates based on actual time spent.

8.2 Travel and lodging expenses, if any, will be charged separately in accordance with written agreement or applicable corporate travel policies.

9 Technical Documentation

9.1 The Provider makes the official technical documentation available online. This documentation forms part of the contractual foundation and includes essential information on software operation, installation requirements, supported devices, service availability, and support processes.

10 Customer Requirements for Self-Hosted Installations

10.1 If the Customer operates its own installation of the software on its own servers, the Customer is solely responsible for regular data backups, database maintenance, system updates, and operating-system patches.

10.2 The Customer must ensure compliance with all relevant security regulations and that its technical infrastructure meets the agreed-upon specifications. The Provider shall not be responsible for any operational failures resulting from the Customer's infrastructure.

11 Warranty and Exclusions

11.1 For purchased software, the Provider will, in the event of a material defect ("software does not function as described"), provide a correction or replacement in the next feasible update. The Customer acknowledges that software and firmware are complex systems that cannot be guaranteed to be entirely error-free; minor bugs do not entitle the Customer to remediation or reduction of fees.

11.2 The Provider provides no warranty or free support for outdated or discontinued software versions.

11.3 To the maximum extent permitted by law, the Provider disclaims any additional express or implied warranties, including those of merchantability or fitness for a particular purpose.

12 Software Maintenance and Error Resolution

The Provider's software maintenance covers all activities required to maintain operational readiness of the Fleetwaro.AI platform, including troubleshooting, bug fixing, system operation, and continuous improvement.

Maintenance also includes ongoing adaptation of the software to legal and technical changes.

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12.1 Error Classes, Response Times, and Support

Critical Error (Class 1): the software cannot be used or is severely impaired; the issue materially affects data quality or security (e.g., system outage or data loss). The Provider will commence remedial action without undue delay and provide a workaround or correction as soon as possible.

Major Error (Class 2): the software is significantly impaired but still usable; e.g., restricted access or processing errors. The Provider will start analysis promptly and deliver a fix or workaround within a reasonable time frame.

Minor Error (Class 3): minor limitations or user questions without substantial impact on overall operation or data accuracy. These will be handled as part of regular maintenance updates or upcoming releases.

13 Technical Support

13.1 Initial support is provided through the integrated Fleetwaro chatbot. If an issue cannot be resolved automatically, the Customer may submit a support ticket via the Fleetwaro ticketing system.

13.2 New support requests are analyzed and answered within ten (10) business days at the latest.Cases are handled in the order received, considering severity and urgency. Critical issues are prioritized.

13.3 Support cases will be processed only if the Customer's account is in good standing with no overdue invoices.

13.4 For on-premise customers, the remote-support service must be accessible. If remote access is unavailable, additional setup or troubleshooting fees may apply.

13.5 The Customer will be notified in advance if a request concerns billable work rather than a product defect; any surcharges (e.g., overtime) require prior Customer approval.

13.6 Training sessions, phone consultations, or on-site visits are always billable unless expressly included in a service package.

13.7 Support requests submitted by unverified individuals or by persons not registered as authorized support contacts cannot be processed for data-protection reasons.

13.8 No support guarantee is provided for end-of-life (EOL) hardware or legacy firmware versions that are no longer supported by manufacturers..

14 Non-Included Services (Billable by Actual Time)

14.1 Technical support beyond warranty and standard maintenance will be billed at current hourly rates, unless otherwise agreed in writing. Such chargeable services include, without limitation:

- user training and related travel expenses;
- IT tasks that can reasonably be performed by the Customer (e.g., restarts, manual data evaluations);
- correction of errors caused by the Customer or third parties (e.g., misconfiguration, custom modifications);
- emergency work outside normal business hours or expedited case handling;
- performance optimization;
- new features, reports, integrations, or software extensions;

- software reinstallation on new servers or after migrations;
- data imports, recovery after data loss, or interface adjustments after crashes;
- removal of malware or remediation of virus damage;
- configuration changes due to new legal or regulatory requirements;
- updates for map data, firmware, or connected devices.

15 Withdrawal from Contract / Cancellation by Customer

15.1 If, during performance, it becomes apparent that execution of the agreed scope is impossible, unlawful, or commercially unreasonable, the Provider shall promptly notify the Customer. If the Customer fails to adapt the requirements or provide necessary conditions, the Provider may cancel the order.In such case, the Customer shall reimburse all costs and expenses incurred, including dismantling or reverse-installation costs.

15.2 Cancellation by the Customer requires the Provider's express written consent. If the Provider agrees, a cancellation fee of at least 50 percent of the remaining contract value applies, in addition to any work already performed and expenses incurred. If a longer binding period was contractually agreed, that higher cancellation penalty applies. Any delivered goods must be returned to the Provider at the Customer's expense.

16 Liability, Exclusions, and Data Loss

16.1 The Provider shall be liable only for damages caused by intentional misconduct or gross negligence. Liability for ordinary negligence is excluded to the fullest extent permitted by law. In no event shall the Provider be liable for indirect, consequential, or incidental damages, including loss of profit, loss of data, business interruption, loss of revenue, loss of goodwill, or third-party claims—even if the Provider was advised of the possibility of such damages. The Provider's total aggregate liability shall not exceed the total fees paid by the Customer for the affected service during the six (6) months preceding the event giving rise to the claim.

16.2 Data Accuracy and Completeness: The Provider does not guarantee the permanent accuracy, timeliness, or completeness of the data processed or displayed. Reports and analytics depend on the Customer's input data and are subject to technical and system limitations.

16.3 AI Systems and Third-Party Interfaces: The Provider accepts no liability for the results of analyses, recommendations, or decisions generated by AI modules, nor for the completeness or correctness of data provided by third-party systems or APIs.

16.4 System Availability during Maintenance: During updates or maintenance, system access may be temporarily limited. The Provider will give reasonable advance notice of planned maintenance windows.

16.5 Data Transmission: The Provider is not responsible for delays, interruptions, or data losses caused by transmission routes beyond its control (including Internet connectivity, mobile networks, or customer devices).

16.6 Data Backup: The Customer bears sole responsibility for regularly exporting and backing up data. The Provider is not liable for data loss where adequate backups were not performed by the Customer.

16.7 Regulatory Acceptance: The Provider gives no warranty that reports or electronic logs generated by the software (e.g., trip logs, driver's license checks) will be accepted by any governmental or regulatory authority..

17 Data Protection, Confidentiality, and Intellectual Property

17.1 In the course of providing services, the Provider processes Customer data and undertakes to comply with applicable data protection laws, in particular the General Data Protection Regulation (GDPR), and to use Customer data exclusively for the performance of the contractually agreed services. A standard data processing agreement, available online, governs the handling of personal data. By placing an order, the Customer accepts the terms of this standard agreement. Individual amendments are not provided for; any additional effort for customised agreements shall be charged separately.

17.2 The Customer is solely responsible for compliance with all laws and regulations related to its use of the software, including data-protection and cybersecurity obligations. The Customer must prevent unauthorized third-party access and ensure that login credentials are securely stored.

17.3 After termination of the Agreement or deletion of data for privacy reasons, the Customer's access to such data will be permanently disabled.

17.4 The Customer shall keep all credentials, passwords, and access data confidential and shall not disclose them to any third party.

17.5 All hardware, documentation, plans, diagrams, samples, marketing materials, and related intellectual property remain the exclusive property of the Provider. The Customer may not reproduce, alter, decompile, or connect the supplied components with third-party products without written consent.

18 License and Usage Rights

The Customer receives, for the duration of the Agreement, a limited, non-exclusive, non-transferable, revocable license to use the Fleetwaro.AI software solely within the agreed scope.
Resale, sub-licensing, lending, or redistribution to third parties is prohibited without the Provider's prior written approval.
The software may be used only for the Customer's internal business purposes and in accordance with the applicable documentation.

19 Availability and Service-Level Agreement (SLA)

The Provider strives to maintain an average annual uptime of 99.1 percent for its SaaS services, excluding planned maintenance and force-majeure events. Downtime caused by third-party providers, Internet disruptions, or factors outside the Provider's control does not constitute a breach of this Agreement. If a separate SLA (Service Level Agreement) is in place, its terms shall prevail.

20 Updates and Modifications

The Provider may update, improve, or modify the software at any time to enhance functionality, security, or performance. Material changes that significantly impact usage will be announced to the Customer in advance. All updates form part of the service and are automatically covered by these Terms. The Provider follows an internal security-patch and change-management policy consistent with U.S. cybersecurity best practices.

21 Written Form and Entire Agreement

All agreements, amendments, or modifications must be made in writing. Verbal side agreements are invalid.
These Terms, together with any accepted order, SLA, or DPA, constitute the entire agreement between the parties and supersede all prior arrangements or understandings.

22 Governing Law and Jurisdiction

This Agreement shall be governed by Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), even if performance takes place abroad.
The place of performance and exclusive jurisdiction shall be the court with subject-matter jurisdiction at the registered office of the Provider. This Agreement shall be governed by Austrian law, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG), even if performance takes place abroad.
The place of performance and exclusive jurisdiction shall be the court with subject-matter jurisdiction at the registered office of the Provider.

23 Miscellaneous Provisions

23.1 These Terms and all resulting rights and obligations bind and benefit the respective successors and permitted assigns of each party. Any assignment by the Customer requires the Provider's prior written consent.

23.2 The Provider reserves the right to amend or adapt these General Terms and Conditions, the data processing agreement, and technical documentation at any time. All amendments shall be published online and shall take effect upon publication. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

23.3 Either party may deliver legal notices by verified electronic communication to the other party's email.