Terms of Use HybridForms® Software

1) General Provisions

a) These Terms of Use constitute a contract between the Customer and icomedias GmbH, Entenplatz 1, 8020 Graz, Austria (hereinafter referred to as "icomedias") for the use of "HybridForms."

b) HybridForms refers to the software as well as the applications and services for mobile data capture offered by icomedias. All offers are directed exclusively at commercial customers and public institutions, and not at private consumers.

c) By putting HybridForms into operation and using it, the Customer accepts these Terms of Use and undertakes to use HybridForms exclusively in accordance with these Terms of Use. Purchasing or other terms and conditions of the Customer are excluded and do not apply to this business relationship. For the use of HybridForms, these Terms of Use take precedence over the General Terms and Conditions (GTC) of icomedias.

d) The Customer is responsible for ensuring that these Terms of Use are applied to all use and all users of HybridForms.

2) Subject Matter and Scope

a) icomedias is entitled to grant rights of use for HybridForms to customers and, on the basis of these Terms of Use, grants the Customer, as licensee, the right of use ("the License") to HybridForms, including any extensions, adaptations, documentation, templates, designs, or similar content. The scope of services, packages, and fees for the use of HybridForms are agreed between icomedias and the Customer and commissioned by the Customer. If free or license-required third-party software or components are additionally used, the respective license terms apply to them. These are not affected by these Terms of Use.

b) The License is granted for non-exclusive, commercial use exclusively by, or within the direct sphere of, the Customer. It is personal and non-transferable. Source code of HybridForms is not provided to the Customer. Changes, extensions, updates, and additional components, as well as any online services and related documentation and other materials, are subject to these Terms of Use.

c) With HybridForms, icomedias provides software consisting of mobile clients (apps, as currently available, for current versions of Android, iOS, and Windows, as well as a web app for current PC/Mac browsers Chrome, Firefox, Safari, and Edge – older versions and Internet Explorer are not supported) and a server application (as currently available, for Windows Server and Microsoft SQL database). icomedias has no involvement in the content.

d) Systems, devices, and infrastructure required for use are not part of the services of icomedias. HybridForms may only be used within the scope of the capabilities offered. Any further use requires the prior written approval of icomedias.

e) Depending on the agreement, the License relates to installation and use on the Customer's systems or on third-party infrastructure commissioned by the Customer. Use is limited to a number of installations, servers, content items, users, and/or devices. For this purpose, the Customer receives license keys defining the number of licenses purchased. If the number of licenses purchased changes, license keys are changed or supplemented.

f) Updates, fixes, and new versions of HybridForms are made available to the Customer on the basis of a separately commissioned software maintenance agreement. Installation and use are the responsibility of the Customer, who must satisfy itself that releases do not adversely affect its systems. icomedias assumes no liability in this respect.

g) Any modification or transfer of the software is prohibited. Any use, even in part, outside these Terms of Use and the ordinarily intended purpose is not permitted. HybridForms must be treated like any copyrighted material. Other parts of HybridForms, such as included designs, templates, sample forms, etc., may be used exclusively in conjunction with HybridForms and are likewise subject to these Terms of Use.

h) Insofar as trade secrets of icomedias are disclosed to the Customer in the course of using HybridForms, the Customer undertakes to keep such secrets confidential for an unlimited period. In particular, the Customer undertakes to keep the software, documentation, and other related materials confidential and not to disclose or pass them on to third parties, in whole or in part. Copyright notices, serial numbers, and other identifying features must never be removed or altered.

i) The Customer may use HybridForms only for its own business purposes. In particular, the Customer is not entitled to circumvent technical restrictions of HybridForms, to reverse engineer, decompile, or disassemble the software, to install HybridForms outside its organization, to publish HybridForms, to transfer HybridForms to third parties, make it available to them, or grant sublicenses, or to rent, lease, or lend HybridForms. Any deviation requires the prior written approval of icomedias.

j) HybridForms, all elements contained therein, and all associated content and trademarks – with the exception of the Customer's data and unless otherwise indicated – belong to icomedias or are licensed to icomedias. All copyrights and other industrial property rights, regardless of their form, remain at all times with icomedias and icomedias' licensors.

k) icomedias reserves the right to take measures to detect, warn against, and prevent any use of HybridForms that is contrary to these Terms of Use.

l) icomedias reserves the right to make adjustments, improvements, and extensions to the offered services and to prices, and to offer different types of services, provided this is reasonable for the Customer.

3) Use and Named User CALs

a) The use of HybridForms requires so-called Named User CALs. These are strictly person-bound Client Access Licenses ("CAL"). A CAL allows one user to use any number of forms – strictly sequentially and, over time, on any number of devices. Any simultaneous use or frequent device switching (several times per month) is excluded. Likewise, transfer to, and use by, persons other than the person assigned to the CAL is excluded. Such CALs may be deactivated/blocked, in particular if the Customer violates these Terms of Use.

b) A CAL that is currently no longer needed can be detached from the user (e.g., after a change of responsibilities or the departure of a user) and is then available for reassignment to another person. Anything other than an occasional reassignment of CALs, especially any systematic or automated method, is not permitted. icomedias reserves the right to define time limits for reassignments and reactivations at any time.

c) The use of non-person-bound CALs is limited to occasional, purely administrative necessities – any simultaneous use is excluded.

d) The use of a CAL that is de facto assigned to a specific device rather than a person, by different persons, is excluded. Such CALs may be deactivated/blocked, in particular if the Customer violates these Terms of Use.

e) Any use beyond this must be coordinated with icomedias on a case-by-case basis and must be approved by icomedias. This may involve modified terms and adjusted commercial arrangements.

4) Self-Service Contract Conclusion

a) icomedias may provide an automated ordering function for certain products and services, for example via a website. By completing the order, the Customer submits an offer to conclude an agreement on the use of HybridForms. icomedias accepts this offer only by activating the user account. Upon this acceptance, the contract between the Customer and icomedias is concluded. icomedias may transfer the contract and the performance of services to other service providers under the same conditions; the Customer will be informed of this in a timely manner and may in this case, for this reason, terminate the contract without notice.

b) During registration, information about the person and the company or institution must be provided truthfully. The Customer is obligated to protect the access credentials for HybridForms against unauthorized access by third parties.

5) Invoicing, Deadlines, and Adjustment

a) Ongoing billing takes place at regular intervals (for example, annually) in advance, with immediate due date. icomedias may send invoices and payment reminders by email. Where the reverse-charge procedure applies, the Customer expressly assumes full responsibility for correct taxation.

b) In the event of default in payment, icomedias is entitled to charge default interest at a rate of 9.2 percentage points above the base interest rate and, after a reminder and a 10-day grace period, to restrict, interrupt, or discontinue services and to withdraw from the contract. The right to claim damages remains reserved.

c) This also applies if the Customer is in default with respect to agreed or necessary commissioning, in particular where icomedias is – as known to the Customer – already performing or continuing to perform services.

d) The stable value (indexation) of the claim plus ancillary claims is expressly agreed – this applies in particular to longer-term agreements as well as licenses and services. The measure for calculating the indexation is the Austrian Consumer Price Index VPI 2020 published by Statistics Austria, or any index replacing it. The reference value for this contract is the index figure calculated for the month in which the contract was concluded.

6) Liability and Warranty

a) Unless expressly agreed otherwise, a warranty period of six months applies. It commences upon delivery or upon the service being made accessible to the Customer. It does not restart as a result of rectifications.

b) Defects are material errors of the software that are reproducible in an icomedias reference infrastructure. Unexpected or faulty behavior due to usage errors, faulty data, or errors in or unavailability of required systems, services, connectivity, or data, etc., outside of HybridForms is not the responsibility of icomedias.

c) The Customer confirms that, prior to concluding the contract, it satisfied itself on its own responsibility that HybridForms and the associated license materials meet its requirements and that it is familiar with the essential functional characteristics. icomedias is not liable if the software does not achieve goals desired by the Customer or does not work with existing systems. Furthermore, icomedias is not liable for the functionality of formulas, software, or special solutions integrated on the Customer's behalf.

d) Within the scope of statutory provisions, icomedias is liable only in cases of intent or gross negligence. Liability for slight negligence is excluded to the extent permitted by law. Compensation for consequential damage and financial losses, savings not realized, loss of interest, and damage from third-party claims against icomedias is in any case excluded to the extent permitted by law. In particular, icomedias is not liable for lack of commercial success or force majeure. The Customer is responsible for precautions, for example against data loss; icomedias assumes no liability in this respect, even if a defect exists.

e) According to the recognized state of the art, it is not possible to develop software that is completely free of errors and that works flawlessly at all times in all applications and combinations, in particular with various software and hardware components. The agreed quality of HybridForms is therefore not aimed at ensuring that no errors whatsoever may occur or that HybridForms can be used for every conceivable use case, but only at ensuring that HybridForms has no errors that materially impair its intended usability.

f) The documentation provided specifies the intended use and the operating conditions of HybridForms. For this reason, only defects that materially impair the usability of HybridForms for the stated purpose entitle the Customer to warranty claims. Public statements, oral descriptions, brochures, samples, or specimens become part of the contract only upon express written agreement.

g) A defect will be remedied by icomedias after notice of defects by the Customer, provided that HybridForms was used as described in the documentation, the reported defect has been documented by the Customer well enough to be reproduced at icomedias, the Customer meets the system requirements specified in the documentation, and the Customer has protected its systems against damage in accordance with the state of the art (e.g., through virus scanners, firewalls, intrusion detection systems, etc.).

h) The Customer must inspect the software within 10 days of delivery for obvious defects that would readily be noticed by an average user or administrator. Defects identified or identifiable in the process must be reported to icomedias in writing (email, letter) within a further 10 days, with as detailed a description as possible. The same period applies to defects that are not identifiable in the course of proper inspection. In the event of a breach of the duty to inspect and give notice of defects, the Customer can no longer assert claims under warranty or, as the case may be, for damages on account of the defect, or based on error regarding the freedom of HybridForms from defects.

i) If a notice of defects proves justified, the Customer must grant icomedias a reasonable period to remedy the defect, but no less than 30 days. The remedy may require the deployment of a HybridForms update, for which the Customer bears responsibility. icomedias is entitled to refuse to remedy insignificant defects that do not materially impair the fulfillment of the functionality of HybridForms described in the documentation, if this would cause icomedias disproportionately high costs.

j) If icomedias fails to remedy the defect within the set period – even after several attempts – the Customer has the right to withdraw from the contract or, alternatively, the right to a reasonable reduction of the license fees. Withdrawal on account of insignificant defects is excluded.

k) If the Customer has made a warranty claim against icomedias and it turns out that either no defect exists or icomedias is not obligated to remedy the asserted defect, the Customer must reimburse icomedias for the expenses incurred.

l) In terms of amount, icomedias is liable only for compensation of typically foreseeable damage. The Customer is obligated to notify icomedias in writing and verifiably, upon signing this agreement, of any special risks of contract performance, atypical potential damage, and unusual amounts of damage. icomedias' liability is limited – except for personal injury and intent – to a maximum of one time the license fee; for the "Rental" and "Service" (SaaS) variants, one time the license fee means the fee agreed for the current 12-month period.

m) icomedias is not liable for compatibility with third-party systems, even if icomedias has integrated them into the systems. Likewise, where the Customer has updated components such as operating systems or infrastructure, icomedias is responsible only if icomedias has expressly confirmed these as permanently compatible.

n) Services such as scanning, OCR, image and speech recognition, etc.: In the event that HybridForms contains or uses third-party components, it is pointed out that these are, by their nature, statistical processes and that recognition errors are inherent in such processes. It is the Customer's responsibility to provide for the handling of such errors, to monitor the process, and to correct any errors. icomedias cannot be held liable for damage caused by such subcomponents.

o) AI services: Within the scope of HybridForms, icomedias provides AI systems and services based on leading LLMs as well as further systems, services, and tools, or brokers their use – integrated into products and services or for direct use. The use of AI is transparently disclosed. icomedias configures and updates these components according to the state of the art (best effort), but does not warrant error-free, uninterrupted, or expected functionality. AI outputs are, by their nature, probabilistic; errors are inherent in such processes. It is the Customer's responsibility to review AI outputs, to monitor their use, and to handle any errors.

p) The deployer within the meaning of Regulation (EU) 2024/1689 (EU AI Act) is the Customer. The use of AI services and the utilization of AI outputs are at the Customer's responsibility and risk.

7) "Rental" and "Service" (SaaS) Variants

a) The minimum term (usually 36 months) is agreed between icomedias and the Customer. Prices and conditions are based on this term. Billing takes place for 12 months in advance in each case.

b) In the "Rental" variant, the Customer receives, in due time with the invoice, an updated license key for upload to its HybridForms server. This key enables access for all HybridForms apps with a release date before the end of the current period.

c) To ensure uninterrupted operation (but not as an extension of time limits in the legal sense), a license key with extended validity of up to 3 months after the end of the current period is usually issued. The update must be carried out by the Customer before the license key expires.

d) Termination of the contract before the end of the term is possible only with the consent of icomedias and usually entails a settlement charge.

e) Either party may terminate informally in writing (email, letter) no later than 3 months before the end of the term. If no termination is given, the term is automatically extended by 12 months at a time.

f) Upon a termination taking effect, HybridForms may no longer be used and services will no longer be accessible.

g) The "Rental" variant includes the right to access software updates via an icomedias service portal. In the "Service" variant, components are updated by icomedias independently. The Customer may need to make adjustments to its use in the process.

h) Either party may terminate for good cause. Good cause exists in particular if the Customer fails to comply with statutory provisions, violates provisions of this agreement, or harms other users or the platform. icomedias further reserves the right to issue warnings to the Customer, delete content, and block access.

i) After a termination, all content posted by the Customer may be deleted by icomedias. Data stored on the basis of a statutory retention obligation remains unaffected.

8) "Purchase" Variant with Maintenance

a) In the purchase variant, the right to use HybridForms in the version current at the time of purchase passes to the Customer in full and for an unlimited period. No contractual relationship exists beyond this.

b) Paid license maintenance initially commissioned by the Customer (usual price: 20% of the total license amount, annually in advance) for access to software updates via an icomedias service portal and, optionally, via public app stores has a term of 12 months. Without it, the Customer has no claim to updates of the server and apps – even if this may lead to limitations of usability over time.

c) License maintenance always covers the total of all licenses. Partial maintenance is not possible.

d) Either party may terminate informally in writing (email, letter) no later than 3 months before the end of the term. If no termination is given, the term is extended by 12 months at a time. A maintenance agreement that has been terminated cannot be resumed under the same conditions, but is subject to new conditions. icomedias has the right to demand back-billing for the maintenance-free period.

e) Under a current license maintenance agreement, the Customer receives, in due time with the invoice, an updated license key for upload to its HybridForms server. This key enables access for all HybridForms apps with a release date before the end of the current period.

f) To ensure uninterrupted operation (but not as an extension of the time limits in the legal sense), a license key with extended validity of up to 3 months after the end of the current period is usually issued. The update must be carried out by the Customer before the license key expires.

g) After the license key expires, all apps with release dates older than the end of the license key's validity can continue to be operated normally – apart from possible operating system or manufacturer restrictions. Client apps with a more recent date (later updates) can no longer connect to the server.

h) Depending on the manufacturer and the source used for the HybridForms client apps (e.g., public app stores), these may trigger the installation of updates that are no longer supported after the end of maintenance. Likewise, these manufacturers and sources may limit the operability of existing or non-updated apps over time. None of this is the responsibility of icomedias after the end of maintenance. The client web app integrated in the HybridForms server should not be affected by this.

9) Final Provisions

a) Amendments to the Terms of Use and any other agreement with the Customer, as well as side agreements, must be made in writing; this also applies to any waiver of the written form.

b) icomedias is entitled to adapt these Terms of Use with effect for the future and undertakes to inform the Customer of the change in a timely manner, but no less than 30 days before it takes effect, expressly pointing out the significance of a failure to object. If the Customer does not object to the amended terms within 30 days of receipt of the notification, the amended terms are deemed accepted. In the event of material changes that are disadvantageous to the Customer, the Customer has a special right of termination effective as of the date the change takes effect.

c) The Customer agrees that icomedias may send it messages by email, letter, or via the service portal, including messages relating to changes to the terms.

d) icomedias is permitted to mention the Customer appropriately in business discussions and to list the Customer as a customer on its website and in general company materials.

e) All costs associated with the conclusion and execution of the business relationship (except for advisory costs, which are borne by the respective party itself), as well as fees, taxes, and charges that become payable in the future by law or through changed administrative practice in Austria or at the Customer's registered office, are borne by the Customer. If such fees or costs are imposed on icomedias, the Customer is obligated to reimburse icomedias within 10 days of request, subject to any legal remedies to be pursued at the Customer's request if these defer the due date. In that case, the Customer must pay the costs of the legal remedy to be pursued.

f) For all communication and documents: typesetting, typing, and printing errors are reserved. icomedias endeavors to identify, promptly communicate, and correct such errors, and asks the Customer for cooperation in this regard. This applies especially to obvious errors.

g) These Terms of Use are governed by Austrian law, excluding the Austrian Private International Law Act (IPRG), the UN Convention on Contracts for the International Sale of Goods (CISG), and all conflict-of-law rules. The place of performance and the place of jurisdiction is Graz, Austria.

h) These Terms of Use – together with the respective offer or order – constitute the entire agreement between the Customer and icomedias with respect to the use of HybridForms; no oral side agreements exist.

i) Data processing on behalf of the Customer: Insofar as icomedias processes personal data on behalf of the Customer within the scope of the "Service" (SaaS) variant or other services, the parties will conclude a data processing agreement pursuant to Art. 28 GDPR. This agreement will be provided by icomedias.

j) Should individual provisions of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a valid provision shall be deemed agreed that comes closest to the economic purpose of the invalid provision.

k) No further terms apply. Version: September 2026.