

Viscovery SOMine License Agreement

I. SUBJECT MATTER OF THE AGREEMENT

- (1) Subject matter of this license agreement shall be the software Viscovery® SOMine, comprising, as agreed separately, one or several of the modules “Visual Explorer”, “Cluster and Classify”, “Predict and Score”, “Enterprise Data”, and “Workflow Automation”, developed by Viscovery Software GmbH (hereinafter referred to as “Viscovery”), and including appropriate documentation (software and documentation hereinafter referred to as “Software”).
- (2) The installation of the Software, its harmonization with the computer system and/or the network operating system of Licensee, and the instruction of the operating staff shall be excluded from this agreement. Individual services regarding software maintenance and support are not subject to this agreement and will be provided only upon separate agreement.
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- (7) If Licensee is an entrepreneur, the burden of proof concerning the defectiveness of the Software shall rest with Licensee; § 924 and § 933b of the Austrian General Civil Code are expressly excluded.

IV. BEGINNING AND DURATION OF THE AGREEMENT

- (1) This agreement becomes valid upon the delivery of the Software and shall continue for the duration of use corresponding to the term of the granted license.
- (2) In the event of any breach of this agreement by Licensee, Viscovery shall be entitled to terminate this agreement ten days after notifying Licensee of the breach and, therefore, withdraw the license to use the Software. Such termination shall be declared by registered letter to the last address of Licensee provided to Viscovery by Licensee.
- (3) Licensee is entitled to terminate this license agreement by registered letter at any time and without having to provide reasons.
- (4) In case of the termination of the agreement for any reason whatsoever and by any party to the agreement, no license fees already paid by Licensee shall be refunded, not even on a pro-rata basis.
- (5) In case the agreement is terminated for any reason whatsoever and by any party, Licensee shall cease to use the Software and delete it from all operational computer systems. Licensee shall upon request confirm this in writing to Viscovery.
- (6) All provisions of this License Agreement relating to disclaimer of warranties, limitations of liability, remedies, or damages, and Licensor's proprietary rights as well as the choice of law and the dispute resolution mechanism shall survive termination.

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- (6) This agreement constitutes the entire agreement between the parties concerning the subject matter described herein and supersedes and replaces any previous agreement verbal or written regarding such subject.
- (7) Changes and modifications to this agreement require the written form; this also applies to a deviation from such requirement.
- (8) If any individual provision of this agreement should become legally ineffective or for legal reasons unfeasible, the validity of the remaining agreement shall not be affected thereby. In such case, such terms or provisions shall be replaced by a term or provision, which in economic terms comes closest to the invalid or unenforceable term or provision.

- (9) This agreement shall be subject to the law of the Republic of Austria, to the exclusion of its conflict of law rules. The United Nations Convention for the International Sale of Goods shall not be applicable.
- (10) For all disputes arising from or in connection with this agreement, the parties expressly agree to the exclusive jurisdiction of the court in Vienna, Austria, which is competent in hearing commercial matters.