

## 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 Clusters”, “Explore and Classify”, “Predict and Score”, “Enterprise Data”, and “Workflow Automation”, including, if applicable, the Viscovery® License Server, 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.
- (3) Licensee is aware that, in accordance with the latest technological developments, it is not possible to develop computer software in such a way that it will work faultlessly with all applications and combinations thereof. Licensee, therefore, takes assenting notice that Viscovery cannot guarantee completely faultless use of the Software.

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- (5) The license granted under this agreement may be a single-user license or a network license for a defined maximum of concurrent users (seats), and it may be granted for a limited term or for unlimited duration. The applicable type and term of the license as well as, if applicable, the number of seats has been specified separately in Viscovery’s quote and has been accepted with Licensee’s purchase order.
- (6) In case of a single-user license, Licensee is entitled to install the Software on one computer and to operate it under a single user account.
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- (8) Licensee shall refrain from installing the Viscovery® License Server on more than one computer at a time, from transferring a Viscovery® License Server installation image to another computer or from taking any other action that enables simultaneous operation of more Software seats than agreed.
- (9) The Software is provided as a download. Each single-user installation as well as the Viscovery® License Server must be activated via the Internet using the corresponding license key. A single-user license may be uninstalled and moved to a different computer system once per year. In case of computer crashes, Viscovery provides reasonable assistance for license reactivation only if Licensee provides evidence that the previous installation had become unusable.
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- (6) Licensee shall be solely responsible for controlling the input of data in order to create analysis and interpretations with the Software and for the use of resulting output data. In particular, Viscovery shall not be held liable for the accuracy or the content of data, or for damage caused

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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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- (1) This agreement shall apply, irrespective of whether the use of the Software requires payment or is provided free of charge, such as for trial or educational purposes.
- (2) Upon creating analyses and interpretations using the Software, Licensee shall in all publications quote below the obtained results or screen-shots the caption "created by use of Viscovery®", regardless of whether the license has terminated or the obtained data is electronically disseminated or otherwise published.
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- (4) Licensee shall be solely responsible for the compliance with all relevant legal provisions, including but not limited to provisions concerning data protection.
- (5) Licensee shall ensure the fulfillment of their obligations under this agreement, particularly concerning the use, omission of reproduction and changes, as well as concerning the protection and security of the Software, by taking appropriate measures, particularly with regard to their employees and freelancers.
- (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.