

AGREEMENT

concluded between

VRVis Zentrum für Virtual Reality und Visualisierung Forschungs-GmbH (commercial register no. 195369 h)

Donau-City-Straße 11, 1220 Vienna, Austria

hereinafter the "Licensor"

and

[Name of the Licensee]

[Address of the Licensee]

hereinafter the "Licensee"

(The Licensor and Licensee are hereinafter referred to collectively as the "Parties" or individually as the "Party")

on the permanent transfer of the software components **[Name]** in the area of visual computing (hereinafter "Aardvark Components") in accordance with the component list in Appendix ./A.

as follows:

1. Preamble

- 1.1. The Licensor holds all the exclusive exploitation rights to the software components in the area of visual computing listed in Appendix ./A (hereinafter "Aardvark Components").
- 1.2. The Licensor distributes the Aardvark Components in a dual-licensing model: Firstly, the different components are available under various open source licences (details at this link: <https://github.com/aardvark-platform>); secondly, the Licensor distributes this software under a commercial licence. The latter is the subject matter of this agreement. This licence covers compiled packages without a source code.

2. Subject matter of the agreement

- 2.1. The subject matter of this agreement is the software components in the area of visual computing in the versions listed in Appendix ./A ("Aardvark Components"), which the Licensor shall transfer to the Licensee for permanent use against a one-off payment in accordance with the specifications under Items 3 and 4.
- 2.2. Further services, such as installation and training services, are not the subject of this agreement and must be ordered separately.
- 2.3. The Aardvark Components shall be made available to the Licensee via download; the source code is not part of the agreement.

3. Scope of use

- 3.1. Upon full payment of the purchase price in accordance with Item 6.1, the Licensee shall acquire the non-exclusive right to use the Aardvark Components for its business purposes with regard to the types of use laid down in Sections 14 to 18a of the Austrian copyright Act (UrhG).
- 3.2. Circulation of the Aardvark Components (Section 16 UrhG) is permitted only to the extent that they have been integrated into the Licensee's own software solution and licensed to the Licensee's customers as part thereof.

4. Usage limitations and protection of the software

- 4.1. The Licensee shall not be permitted to transfer the Aardvark Components to third parties, except in the case specified in Item 3.2; if the Licensee stops using the components, it must irretrievably destroy the copies in its possession and delete the Aardvark Components from its systems completely and irretrievably.

- 4.2. The Licensee shall not be entitled to remove or evade the existing protective mechanisms of the Aardvark Components against unauthorised use, unless that is necessary to enable uninterrupted use. Copyright notices, serial numbers and other features used to identify the software must also not be removed or changed. The same applies to the disabling of features related to the screen display.
- 4.3. The Licensee shall be permitted to edit or modify the Aardvark Components only in mandatory statutory cases for the purpose of fixing bugs or establishing interoperability with other computer programs. The Licensee shall inform the Licensor in writing without delay of any need for editing or modification that may arise in this context; the Licensee undertakes to commission the Licensor for editing or modifications against payment of a reasonable fee; if the Licensor fails to accept the order within two weeks subject to reasonable conditions, the Licensee shall be entitled to make the edits or modifications itself or have a third party do so.
- 4.4. Translation of the object code back into the source code, reverse engineering and decompilation are not permitted to the Licensee unless they are necessary to establish interoperability or ensure bug fixes where the Licensor refuses to make the changes for a reasonable fee despite written notification of the need for modification in accordance with Item 4.3. Moreover, Section 40e UrhG applies.
- 4.5. The Licensee shall be entitled to reproduce the Aardvark Components only if that is necessary for proper use of the software components. The Licensee shall have the right, however, to make backup copies, provided that no more than two data carriers with the Aardvark Components are in the Licensee's possession at any time (including third parties which it has commissioned). Backup copies must be clearly marked as such.
- 4.6. The Licensee shall not be entitled to reproduce the user documentation or parts thereof or distribute it to third parties.
- 4.7. The Licensee shall store copies of the Aardvark Components safely and take the necessary precautions to prevent them from falling into the hands of third parties; in that regard, the Licensee undertakes to keep a complete and up-to-date list of the copies of the Aardvark Components in its possession and the exact location of their storage, which must be made available to the Licensor upon request for the purposes of inspection.

5. Useful life

- 5.1. The Licensee's powers to use the Aardvark Components within the meaning of Item **Error! Reference source not found.** shall be granted for an unlimited period upon payment of the remuneration laid down in Item 6.

6. Remuneration

- 6.1. The purchase price for the Aardvark Components corresponds to the relevant amount in euros specified in the component list in Appendix ./A, plus the applicable statutory VAT. The purchase price must be paid upon delivery of the Aardvark Components and transferred without charges to the account specified by the Licensor for that purpose.

7. Obligation of inspection and notification of complaint

- 7.1. The Licensee undertakes to check the completeness and functionality of the Aardvark Components and documentation within five working days of delivery.
- 7.2. If defects are found in the course of the inspection under Item 7.1, the Licensee is obliged to submit to the Licensor without delay a written notification of the defect, specifying the identified defects in detail.

8. Warranty

- 8.1. The Licensor guarantees that the Aardvark Components meet the relevant specifications of Appendix ./A and will reliably perform the specified functions in the system environment detailed in Appendix ./A.
- 8.2. The Licensee is obliged to notify the Licensor in writing of any defects within one week of their discovery, otherwise the warranty claims shall become void.
- 8.3. Technical data, specifications and performance data in public statements, in particular in advertising materials, do not constitute quality specifications. The functionality of the Aardvark Components is based exclusively on the specifications under Item 8.1.
- 8.4. The Licensor shall not be liable in cases where the Licensee has made changes to the services provided by the Licensor, unless the Licensee proves that the changes have not affected the occurrence of the defect.
- 8.5. The Licensee shall assist the Licensor in detecting and remedying the defect and shall grant access to the documents that provide details of the occurrence of the defect without delay.
- 8.6. Before asserting warranty claims, the Licensee must check with due care whether the defect falls under warranty within the meaning of Item 8. If an alleged defect is not subject to the warranty obligation (false defect), the Licensee may be charged with the services provided by the Licensor for the purposes of verification and bug fixing at the applicable remuneration rates of the Licensor plus any expenses incurred, unless the Licensee could have detected the false defect despite taking due care.

- 8.7. If the Licensee makes a valid warranty claim in accordance with Item 8 in due time, the Licensor is obliged, at its discretion, either to redeliver or to repair the product within a reasonable period of time. Delivery may also be carried out such that the Licensor provides the Licensee with new components with more than all of the properties laid down under this agreement and that the Licensee is not unreasonably affected with regard to the use of the components as originally agreed. If those measures are not suitable for remedying the defect and two attempts at improvement fail or are not made within a reasonable period of time, the Licensee shall be entitled to reduce the fee or – in the case of significant defects – to withdraw from the agreement.
- 8.8. The warranty period for claims of the Licensee arising from a breach of the warranty under Item 8 shall be, without prejudice to the obligation to inspect the Aardvark Components in accordance with Item 7, twelve months from the date of delivery.

9. Liability

- 9.1. The Licensor shall be liable in the event of malicious intent or gross negligence. Liability shall not be accepted for slight negligence.

10. Software audits

- 10.1. The Licensee assumes the independent obligation of enabling the Licensor to conduct periodic audits to verify the Licensee's compliance with the conditions of this agreement at the site on which the Aardvark Components are used and to make every effort to support it in those audits. The audit shall be carried out during the Licensee's normal business hours following notification. Notification must be given at least seven days in advance. The Licensor shall endeavour to minimise disruption to the Licensee's business.

11. Final provisions

- 11.1. The general terms and conditions of the parties, moreover, do not apply to this agreement. That also applies if such conditions are not expressly contradicted.
- 11.2. The assignment of non-monetary claims is permitted only with the prior written consent of the other Party. Consent may not be unfairly refused.
- 11.3. The Parties shall only set off against claims that have been legally established or are undisputed.
- 11.4. This agreement is governed exclusively by Austrian law, to the exclusion of its conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

- 11.5. Any disputes that arise from this agreement, including the issue of its conclusion, validity, termination or nullity, shall be subject to the exclusive jurisdiction of the court objectively appointed for the first district of Vienna.
- 11.6. This agreement is final. There are no ancillary verbal agreements of any nature at the time of conclusion of this agreement. The validity of the Parties' general terms and conditions is excluded. Changes to this agreement must be made in writing.
- 11.7. If one or more provisions of this agreement prove to be wholly or partially invalid, or if there is a loophole, the validity of the remaining provisions of this agreement shall remain unaffected. In place of the ineffective provision or to close the loophole, the Parties undertake to agree on an effective regulation that comes as close as possible to the intended content of this agreement.

Vienna, [date]

[Licensee]

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