

Licence Agreement

This is a legally binding licence agreement (“Agreement”) between Eridanus e.U. (“Eridanus” and “Licensor”) and you (“Licensee”), the user of products provided by Eridanus including but not limited to software products.

1 Scope of application of the user evaluation license agreement

1.1 This Agreement is a legal agreement between the licensee (the "Licensee") and the licensor (the "Licensor") as defined above herein. The Licensee and Licensor each being a "Party" and together the "Parties".

1.2 Licensor has developed, owns and licenses software products (hereinafter referred to as “Licensed Technology”) which is implemented as Web-, Client- or Server-side Application.

1.3 By downloading, installing, copying, or otherwise using Licensed Technology, Licensee is accepting the terms of this Agreement, agrees to be bound by the terms of this Agreement and acknowledges and confirms that he/she has read, understood and agreed to comply with all terms, conditions and notices contained in or referenced by this Agreement.

1.4 If Licensee does not agree to be bound by the terms of this Agreement (including the documents referenced herein), no agreement shall exist between Licensee and Licensor in relation to Licensed Technology. In this case Licensee must not install, copy, or use in any other way or make available Licensed Technology.

2 Licensed Technology

2.1

Licensed Technology includes Web Applications, Client Side Applications and Server Side Applications, defined hereafter.

2.2 Web Applications

Web Applications are applications on servers of Eridanus with a user interface accessible via internet browsers.

2.3 Client Side Applications

Client side applications are applications which run entirely on computers of Licensee.

2.4 Server Side Applications

Server side applications are applications which run on servers of Eridanus.

2.5 Servers of Eridanus

Servers of Eridanus refers to servers running on Eridanus premises or servers of third party infrastructure providers located at server rooms around the world.

3 Grant of License and Redistribution

3.1 Licensor grants to Licensee certain personal, revocable, non-exclusive, non-assignable and nontransferable rights to use the Licensed Technology limited by the terms of this Agreement (the "License"). Licensed Technology is licensed and not sold to Licensee. Licensee may only use the Licensed Technology pursuant to the terms of this Agreement, and Licensor reserves all rights not expressly granted to Licensee herein.

3.2 Any redistribution or making available of Licensed Technology or derived works by Licensee is strictly forbidden.

4 Delivery and Updates

4.1 Delivery

Unless otherwise specified, delivery date refers to the date when all features have been incorporated into Licensed Technology but not necessarily when most of testing has finished.

4.2 Updates

Regularly necessary changes to Licensed Technology due to changes in the technological environment or due to newly discovered errors in the Licensed Technology ("Updates") are included in the License Agreements if payment is agreed to be periodical. In the case of License Agreements with non-periodical payments, changes of the technological environment are not part of this License Agreement.

5. Duration and Termination of Agreement and Maintenance

5.1 This Agreement may be terminated by any Party in observance of a period of notice of one month in advance of termination of the Agreement.

5.2 In the case of a material breach of this Agreement by one Party, the other Party shall have the right to terminate the Agreement for cause immediately. With respect to Licensor valid reasons for termination for cause, include, but are not limited to, non-compliance by Licensee with any provision of this Agreement.

5.3 Upon termination of this Agreement, Licensee shall remove all Licensed Technology in full from its computers and remove/delete any and all corresponding files.

5.4 For the first three months Licensee waives the right to terminate this contract without cause.

6. Warranty and Limitation of Liability

6.1 Third Party Technology

Under no circumstances can Licensor be held accountable for damages that arise from errors or issues originating from technology developed by third parties, irrespective whether this technology has been introduced by Licensee or Licensor. This third party technology includes but is not limited to operating systems,

community developed software and algorithms, hardware, infrastructure of internet service providers etc. .

6.2 Free Services

Licensed Technology that is made available free of charge is offered 'as is', 'as available' and may only be used at Licensee's sole risk.

6.3 Paid Services

Licensor cannot be held liable for damages in the following circumstances:

6.3.1

If Licensee has failed to provide a safe environment for testing purposes or such is impossible and damages occur during development.

6.3.2

Licensor is never liable for loss of profits or any expenses or efforts associated with the implementation or usage of Licensed Technology.

6.4 Warranty

6.4.1 Bugs

Licensee expressly understands and agrees that the discovery and elimination of errors ("Bugs") constitute an integral part of the development process of Licensed Technology and are especially frequent in cases where an appropriate testing environment is not feasible or if circumstances of the production environment are not foreseeable.

6.4.2 Uptime

Eridanus does not warrant any specific percentage of fully functional availability of Licensed Technology ("Uptime") in the case of web applications or server side applications. If Uptime is reduced by more than ten percent, the licence fee for the period of reduced Uptime may be reduced proportionally at the initiative of Licensee. Uptime is calculated according to log records of Eridanus or in lack thereof, by subtracting the period by perceived downtime. Perceived downtime starts and ends when either Licensor or Licensee inform the other Party via email of discovery of Licensed Technology not being functional or being functional again.

6.4.3 Scope of Warranty

Features of Licensed Technology shall be determined by Licensee prior to development. Licensee acknowledges that changes or addition to those features after the start of the development process may become disproportionately expensive compared to the originally intended Features due to design choices.

6.5 Liability of Licensee

If Licensed Technology involves interaction with third parties, selected in an individual or abstract way by Licensee, Licensor never acts as middleman. It is the obligation of Licensee to research whether Licensed Technology constitutes a breach of contract with one of those third parties. If under any circumstance Licensor

is held accountable by one of those third parties, Licensee is obliged to fully compensate Licensor for damages and litigation costs.

7 Proprietary Rights

7.1 Reservation of Rights. Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights, including but not limited to copyright and patent rights, in the Licensed Technology including, without limitation, the underlying software, the Software, the Use Data, the Anonymous Data and the Aggregated Data will remain with and be the exclusive property of Eridanus.

7.2 Customer Data. Except for the rights expressly granted herein, all rights, titles and interests to any and all proprietary rights and intellectual property rights in all the data or information submitted by or on behalf of Licensee to Eridanus (the "Customer Data"), will remain with and be the exclusive property of Licensee. Customer Data is deemed the Confidential Information of Licensee under this Agreement.

7.3 Use Data. Licensee acknowledges and agrees that Eridanus may derive or create data and information about the use of the License Technology by Licensee and its Users ("Use Data") and Eridanus may use and disclose Use Data to its third party service providers in order to improve the License Technology.

7.4 Anonymous Data. Licensee hereby grants to Eridanus a non-exclusive, fully paid, world-wide and irrevocable license to use Customer Data as required to provide the License Technology, and to copy, anonymize, aggregate, process and display Customer Data, to derive anonymous statistical and usage data related to the License Technology ("Anonymous Data") to compile, combine or incorporate such

Anonymous Data with or into other similar data and information available, derived or obtained from other clients, customers, licensees or users of Eridanus, or otherwise (collectively, Anonymous Data and such compiled, combined or incorporated data and information shall be referred to as "Aggregate Data"), to permit Eridanus to provide additional services to its customers, including the copying, publication, distribution, display, licensing or sale of Aggregate Data and related or similar other statistics or data to third parties pursuant to a separate licensing or services arrangement or agreement. Eridanus will be the owner of all right, title and interest in and to Anonymous Data and Aggregate Data. Licensee's grant of license to copy, anonymize, aggregate, process, use and display Customer Data and Use Data shall survive the expiry or termination of this Agreement.

7.5 Preservation of Notice. Licensee shall not remove, efface or obscure any copyright notices or other proprietary notices from Licensed Technology or materials provided under this Agreement.

7.6 Data Storage

Licensee acknowledges and agrees that licensee's data might be stored on servers world wide if Licensee uses Web Applications or Server-side Applications provided by Eridanus. If Licensee objects to the storage of data on servers world wide or if the data includes personal data, Licensee is obliged to inform Eridanus about these circumstances.

8 Relevant Communications

8.1 All relevant notifications concerning this Agreement are to be carried out in writing to the email address given, provided no other form is mandatory by law. A notification via email shall be deemed to be given as in writing.

8.2 Each Party is obligated to notify the other Party of any changes in their contact addresses. Otherwise, notifications to email address given are deemed to be delivered.

9. Governing Law and Place of Jurisdiction

9.1 This Agreement and any non-contractual obligations arising out of or in relation to this Agreement shall be governed by, and construed in accordance with, the laws of Austria, without reference to or application of any conflict of law rules and the UN Convention on Contracts for the International Sale of Goods.

9.2 The Courts of Vienna shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement). Both Parties hereby submit to the personal jurisdiction of such court and waive any such jurisdictional arguments to the contrary.

10. Miscellaneous

10.1 This Agreement constitute the complete and exclusive understanding and agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Licensee agrees that additional or different terms from any other previous oral or written discussions or negotiations shall not apply. Failure to enforce any provision of this Agreement shall not constitute a waiver of future enforcement of that or any other provision.

10.2 Any waiver, modification or amendment of this Agreement must be made in writing and signed by authorized representatives of the Parties. This does also apply to a deviation of this writing requirement.

10.3 This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without Licensors prior written consent and any action or conduct in

violation of the foregoing shall be void and without effect. Licensor expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

10.4 Licensor and Licensee are independent Parties. Nothing in this Agreement will be construed to make either Party an agent, employee, franchisee, joint venture or legal representative of the other Party.

10.5 Should any provision of this Agreement be invalid or become invalid or should this Agreement contain an omission, then the legal effect of the other provisions shall not be affected hereby. Instead of an invalid provision, a valid provision is deemed to have been agreed upon which comes closest to what the Parties intended commercially. The same applies in case of an omission.

10.6 Licensor or any future maintainer of Licensed Technology is permitted to list and disclose Licensee's name and/or company and those products of the Licensee including Licensed Technology on Licensor's product website and related material.