

SOFTWARE LICENCE AGREEMENT



1. Subject of the agreement

- 1.1** The subject of the present agreement is REALSIM software **HOLOPACKAGE** pursuant to ANNEXE 1 (hereinafter referred to as "software") including user documentation pursuant to ANNEXE 2, which is purchased by the contracting party for use in accordance with Section 2 against payment of a one-time charge and annual fees.
- 1.2** **REALSIM** shall carry out the installation of the software onto the contracting party's system.
- 1.3** Services other than those named are not part of the agreement and shall be taken on by **REALSIM** only in the event of a separate commission and payment. This includes, in particular, training, independent further development of software, data security measures, removing malware, etc.

2. Scope of application

- 2.1** The contracting party purchases the non-exclusive right to use the software for its company's purposes simultaneously at a maximum of one (1) workplace within the EEA. The contracting party is entitled to use the software only within the company.
- 2.2** Transferring, providing or renting the software to third parties are permitted only with express written permission from **REALSIM**.
- 2.3** Replicating the software is permitted only insofar as it is necessary for the designated use. However, the contracting party may create back-up copies. These are to be stored securely and labelled clearly as back-up copies. Copies, including back-ups, are to be protected from unauthorised access by third parties. A complete and updated list of the existing copies and their place of storage is to be kept and made available for **REALSIM** to access upon request.
- 2.4** The contracting party cannot replicate the user documentation or parts of it, nor issue these to third parties.
- 2.5** The contracting party is permitted to adapt or change the software only in compulsory cases provided for in law in order to repair faults or enable interoperability with other computer programs. In the event that a need for adaptation or changes arises in this context, the contracting party must immediately inform **REALSIM** of this in writing and **REALSIM** shall be commissioned for the adaptation/change on the basis of an appropriate fee. Provided that **REALSIM** does not accept the job within two weeks under reasonable terms and conditions, the contracting party may carry out the adaptation/change itself or outsource it to a third party.



- 2.6** The contracting party is not permitted to undertake back translation of object code into source code or reverse engineering and decompilation. Excluded from this are cases in which it is required to enable interoperability or ensure fault repairs, provided that **REALSIM** refuses to undertake the changes for a suitable fee, despite written notification of an existing need for a modification, in accordance with the previous provision (2.5). Article 40e of the Austrian Copyright Act (UrhG) applies.
- 2.7** Intellectual property and other industrial property rights to software are respected by the contracting party and remain the property of **REALSIM**. Copyright notices and test marks belonging to **REALSIM** on software or copies of software and user documentation cannot be removed, changed, made unrecognisable or otherwise manipulated by the contracting party under any circumstances.
- 2.8** If the contracting party stops using the software, it must irreversibly destroy all copies, including back-ups, of the software and fully delete the software from its system so that it is beyond retrieval.
- 2.9** Augmented reality glasses and various other hardware components are required to use the software. The system requirements and **REALSIM's** non-binding recommendations are listed in ANNEXE 3. The contracting party states that it expressly agrees for **REALSIM** to take all measures to ensure smooth operation of the software when installing the software on the recommended system components. It is possible that preinstalled applications may need to be disabled and/or sensors and/or other functionalities of the glasses may need to be deactivated for the software installation. If such measures are required, they will be performed or undertaken temporarily for the duration of the agreement and shall be reversed by **REALSIM** once it is finished.
- 3. Warranty**
- 3.1** **REALSIM** shall maintain the functional capability and operating state of the software for the duration of this agreement without separate charges and shall repair defects in the software within an appropriate period. In this context, defect refers to any deviation from the usual assumed or expressly agreed software properties.



- 3.2** If a defect can be repaired through the installation of a new or improved software version, the contracting party is obligated to accept that the repair will be carried out through the installation of this version. The contracting party loses the claim to the repair of any error that could be corrected through this kind of installation if it rejects this approach without substantial reasons.
- 3.3** If the contracting party interferes with the software by changing or adapting it on its own initiative, it loses all claims to the warranty.

4. Liability

- 4.1** Insofar as **REALSIM** is responsible for damage, pursuant to the statutory provisions, this liability is limited to wilful intent and gross negligence. The occurrence of gross negligence must be proven by the contracting party.
- 4.2** **REALSIM** is not liable for consequential indirect damage or loss of profit, particularly if **REALSIM** has deactivated the functional capability of the software due to delayed payments by the contracting party (Section 6).
- 4.3** Warranties on the satisfactory quality or suitability for a certain purpose are not given.
- 4.4** **REALSIM** is not liable if the software is not available for use or only for limited use due to a slow or faulty internet connection. **REALSIM** is also not liable for damage caused by unauthorised intervention in or access to the contracting party's system by third parties.
- 4.5** **REALSIM** is not liable for damage caused by non-contractual and/or non-compliant use of the software and violations of the instructions and information given in ANNEXE 2.
- 4.6** **REALSIM** states that the software is free from industrial property rights belonging to third parties that would restrict or forbid use of the software as stipulated in the contract. The contracting party shall indemnify **REALSIM** if the industrial property rights belonging to third parties are violated through actions by the contracting party that go beyond the use stipulated in the contract.
- 4.7** The amount of liability is capped at the liability limit of liability insurance taken out by **REALSIM** if required.
- 4.8** Claims for damages must be lodged in court within 12 months, failing which these will expire.



5. Duration of the agreement

- 5.1** This agreement is concluded for an unlimited period. It can be terminated by either party subject to a period of three months to the end of a calendar year through a registered letter. The right to extraordinary termination for justifiable reason remains unaffected.
- 5.2** After the agreement duration expires, the contracting party is no longer entitled in any way to use the software in any form. The contracting party is obligated to transfer the software, including user documentation, to **REALSIM** at its own cost or, if this is not possible, to destroy it beyond retrieval.

6. Cost/payment delay

- 6.1** The one-time charge is € 3.800,00 EUR subject to VAT (app Glasses) / € 500,00 EUR subject to VAT (software computer) , and is due on delivery of the software. The annual licence fee is € 358, subject to VAT, and is due at the end of the year, which is calculated from the day after delivery of the software, and each year thereafter. The cost must be transferred to **REALSIM's** account on time and free of charges.
- 6.2** If the cost or the annual licence fee is outstanding for more than 14 days, following an appropriate extension by **REALSIM**, **REALSIM** is entitled to terminate this agreement, with immediate effect. In this case, **REALSIM** can also choose to deactivate the functional capability of the software until the outstanding cost is paid in full.

7. Confidentiality

- 7.1** The parties undertake to handle all information concerning the other party that is made known to them as part of this contractual relationship in the strictest confidence and to use it exclusively for the purpose of fulfilling this agreement. The parties are responsible for ensuring that their respective employees comply with the relevant statutory provisions.
- 7.2** The parties undertake to keep the content of this agreement a secret. This also continues to apply after the end of the contract. However, **REALSIM** is entitled to refer to the collaboration with the contracting party in lists of references.
- 7.3** The preceding obligations do not apply to information that was already known to this party or the general public at the time of acquiring the knowledge or that became common knowledge to this party at a later date without assistance and without violating this agreement. The obligations also do not apply to authorities or courts, provided that there is no statutory right to refusal to give evidence.



8. Final provisions

- 8.1** Amendments and additions to this agreement require the written form. This also applies to the revocation of the written form requirement.
- 8.2** If a provision in this agreement is, or becomes, invalid, the remaining content in this agreement remains unaffected. The invalid provision shall be replaced by a valid provision that comes as close as possible to the legal and economic purpose of the invalid provision.
- 8.3** Austrian law is solely applicable to this agreement, to the exclusion of conflict rules and conflicts of law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. The place of performance is **REALSIM's** headquarters. The exclusive place of jurisdiction is the competent court for the **REALSIM** headquarters.
- 8.4** The attached ANNEXES 1 to 4 form an integral part of this agreement and are expressly considered as agreed. The **REALSIM** terms and conditions apply, provided that there are no specific provisions given for this in this agreement. Any terms and conditions belonging to the contracting party are not considered an integral part of the agreement.