

LICENCE CONDITIONS

Preamble

Microdain GmbH, Geiselbergstrasse 17/2/6, A-1110 Vienna, Austria („Microdain“) develops and distributes digital solutions to optimize the shopping experience of stationary customers and to enable and improve digital customer communication. The product portfolio includes electronic price labelling, dynamic digital signage indoors and outdoors, digital room signage and access management, whereby above all the selfdeveloped products and their management and control systems offer added value for the customer. This know-how ensures that the above products are easy to use and at the same time enables us to differentiate ourselves from providers of digital solutions and from pure hardware manufacturers. The unique advantages are the extreme reliability, the modular design as well as the easy operation, installation and maintenance.

§ 1 License

The licensor hereby grants the licensee the right to use the products and the agreed service in accordance with the offer as of the signing of the contract or written acceptance of the offer and with timely payment of the license fee. This right is not exclusive.

The licensor reserves the right to manufacture, use and sell the items covered by the license himself in the contractual territory. The agreed license is locally limited to the business premises agreed between the parties. In terms of subject matter and time, the license is limited to the contractual relationship. The licensee is not entitled to transfer rights from this agreement to third parties including legally or economically affiliated companies. All further developments and adaptations shall become the property of the Licensor upon creation.

§ 2 Technical support

The licensor grants 1st level support free of charge during the current operating license. This includes all Microdain products or problems, such as:

- Receipt fault messages
- Triggering the replacement process in case of DOA or failure
- Triggering the RMA process for third-party components

§ 3 License fee

§ 3.1. Current royalty

The ongoing license fee corresponds to the offer and is due in advance, monthly or annually on the anniversary date.

§ 3.2. Value added tax

If the licensor is or will be obliged to deduct sales tax from royalties, the respective amounts will be increased by the same amount.

§ 4 Warranty

The Licensor warrants that it is entitled to transfer the hardware and software in question to the Licensee. Further warranty claims of the licensee remain unaffected, the legal warranty rules apply. The performance corresponds to the submitted offer as well as to the relevant guidelines and technical standards. Defects notified during the warranty period by means of a substantiated notice of defect shall be remedied without delay and free of charge.

§ 5 Compensation for damages

All claims for damages by the licensee are limited to the amount of the annual license fee.

For gross breaches of contract by the licensee, such as breaches of confidentiality obligations or interventions in software or hardware that do not correspond to the contractual use, a penalty of up to 50,000€ is demanded.

§ 6 Duration and termination

§ 6.1 Duration

The license comes into effect with the acceptance of the offer and is generally unlimited in time, unless otherwise agreed.

§ 6.2 Early termination

In addition to the expressly regulated reasons for termination, each contracting party is entitled to terminate the license agreement for good cause.

Good cause shall be deemed to exist in particular:

- Delay of the licensee with the complete payment of the license fee by more than 14 days after successful reminder under setting of a respite of at least 14 days;
- Breach of the confidentiality obligations incumbent on the licensee.
- Any interference with or modification of the Software or the Hardware by the Licensee

§ 6.3 Termination

The license expires after 30 days if the license fee is not paid.

§ 7 Applicable law and place of jurisdiction

This Agreement shall be governed by Austrian law, excluding its conflict of law provisions. For disputes arising from or in connection with this Agreement, the exclusive jurisdiction of the court having subject-matter jurisdiction for the Licensor's registered office is agreed.

§ 8 Final provisions

§ 8.1. Formal requirements

Amendments must be made in writing to be effective.

§ 8.2. Severability clause

Should a provision be invalid, it will be replaced, as far as legally permissible, by a provision which economically comes closest to the invalid provision.

§ 8.3. Secrecy

The Parties mutually undertake to maintain the confidentiality of Confidential Information.

„Confidential Information“ means all economic, technological, scientific, patent and other internal information of the Parties relating to business strategies, intellectual property rights, development, production and use of the Parties which has already been communicated or will be communicated during the Term.

§ 8.4 Data protection

The Licensor collects and processes personal data received in accordance with the Privacy Policy.

The current privacy policy is available at www.microdain.com.