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## END USER LICENSE AGREEMENT

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### 1. SCOPE OF THIS AGREEMENT AND INFORMATION ON LICENSOR

This End User License Agreement (shortly “EULA”) pertains to the software “Live++” (shortly “Software”) and is entered into between

- (i) **Molecular Matters GmbH**, owned by Stefan Reinalter, born on 24 March 1982, registered with the Commercial Court Vienna under Company Register No. FN 504420w and having its registered place of business at Hollandstraße 10/47, 1020 Vienna, Austria, Telephone number +436604970920, Email [office@molecular-matters.com](mailto:office@molecular-matters.com), VAT number ATU74007503 (shortly “Licensor”), on the one hand, and
- (ii) **you** as Licensor’s customer (shortly “you” or “Customer” or “Licensee”) on the other hand.

**1.1** This EULA is applicable to any and all purchases of one or more licenses in the Software. Licensor offers the following licenses/license models:

- (i) “**Individual License**” for **individual entrepreneurs** (= “*Einzelunternehmer*” as defined in section 8 para 1 of the Austrian Business Enterprise Code, “*Unternehmensgesetzbuch*”, shortly UGB, which furthermore are entrepreneurs/businesses and thus also “*Unternehmer*” in terms of section 1 para 1 fig 1 the Austrian Consumer Protection Act, “*Konsumentenschutzgesetz*”, briefly “**KSchG**”);
- (ii) “**Business License**” for companies, which also are entrepreneurs in terms of section 1 para 1 fig 1 KSchG; and
- (iii) “**Student/Teaching Staff Individual License**” for **students and teaching staff**, who are consumers in terms of section 1 para 1 fig 2 KSchG and who must submit proof of their position to Licensor prior to being able to purchase such a “Student/Teaching Staff Individual License” and to download the Software (e.g. an international student ID or a link to their faculty staff page). This proof must be sent from a valid academic email address;

**1.2** Hence, and whilst the Software’s primary target audience is entrepreneurs/businesses pursuant to section 1 para 1 fig 1 KSchG, consumers in terms of section 1 para 1 fig 2 KSchG may also purchase and download the Software in the form of a “Student/Teaching Staff Individual License”. Consequently, and with regard to consumers purchasing such a “Student/Teaching Staff Individual License”, you will find **special terms in this EULA** which are **only applicable to consumers** in terms of the KSchG, but not to entrepreneurs/businesses/companies. These special

terms are highlighted in this EULA with “**APPLICABLE TO STUDENT/TEACHING STAFF INDIVIDUAL LICENSE ONLY:**”.

**1.3** If you purchase an “**Individual License**” for individual entrepreneurs or a “**Business License**” you represent, warrant and guarantee that you actually are an entrepreneur/business in terms of the KSchG and that you do not purchase the license in order to create the necessary conditions for commencing your business operations (*Gründungsgeschäft*) as set out in section 1 para 3 KSchG.

**1.4** This EULA is the sole contract between you and the Licensor. Your General Terms and Conditions and/or any other contractual terms used by you (jointly “**Your Terms**”) are hereby fully excluded to the extent they deviate from this EULA. This equally applies in case (i) you inform(ed) Licensor of Your Terms and/or (ii) provid(ed) Licensor with Your Terms and/or (iii) Licensor performs any services and/or any of Licensor’s obligations under this EULA in knowledge of Your Terms.

**1.5** In any case, the EULA that is then current in the point in time when you purchase the license exclusively governs your contractual relationship to Licensor pertaining to the Software.

**1.6** The contractual language is English. Licensor accepts the following payment methods: Visa, Mastercard, American Express, PayPal. You may purchase and download the Software from anywhere in the world. Apart from the fees you pay to your Internet provider for your Internet connection which is required for downloading the Software, no separate delivery/shipment costs apply.

## **2. LICENSED SOFTWARE**

**2.1** The Software licensed to you is “**Live++**” as described in the Software’s Documentation (available at <https://liveplusplus.tech/docs/documentation.html>). You will also receive the Documentation in your download together with the Software in a .zip file.

**2.2** Except for your purchased license(s), Licensor is not obliged to provide and/or deliver any further services and/or products. In particular, Licensor is not obliged to provide any (further) documentation, installation and/or training that exceeds the Software and the Software’s Documentation and Licensor is not obliged to provide you with any data-security-measures, development services, or updates, except as possibly required under Licensor’s warranty obligations as the case may be.

## **3. LICENSE**

**3.1** All Licenses are “**Per Seat**” Licenses. Hence, you must purchase **one License for every end-device** on which you wish to run the Software. Furthermore, **all Licenses are limited in time:** Depending on your selected purchase(s), the **Licensing Period** for each “Per Seat” License

- (i) either is **thirty days** calculated upon the **purchase** of your license(s)
- (ii) or **three-hundred-sixty-five** days calculated upon the **purchase** of your license(s),

and the license(s) automatically expire when your licensing period(s) expire(s). If you wish to continue using the Software after the expiry of your licensing period(s), then you have to purchase a further license.

**3.2** Upon purchase and full settlement of the applicable License Fee, you will be provided with a download possibility of the Software in the form of a .zip file and you will also receive your corresponding **Activation Code(s)** for activating your purchased License(s). After your download, you may extract the Software from the downloaded .zip file and no further installation is necessary. However, you will have to activate the Software by entering your Activation Code(s), which you can do in the Software itself.

**3.3** Once you have activated your license(s), each license is bound to the hardware of the end-device on which you have activated the license. If you purchase more than one license, you will still receive only one single Activation Code – you may, however, naturally activate all your purchased licenses with this one Activation Code as the Activation Server hosted by Licensor in Austria checks whether the amount of your purchased licenses is already depleted or not.

**3.4** Within the Software, you may also manage your licenses: E.g., if you have purchased ten licenses and have already activated all of them, you may subsequently deactivate one or more of your purchased licenses and reactivate them on another end-device. However, the individual Licensing Periods of such deactivated and reactivated licenses naturally remain the same (hence, you cannot extend a licensing period by deactivating and reactivating a license).

**3.5** The Software's source code and any rights thereto fully remain with Licensor and no licenses or other rights are granted to you in the source code whatsoever. The Software's Documentation will be provided to you in electronic form only and it will be saved to your device (such as your personal computer) together with the Software in your downloaded .zip file. In order to access the Documentation on your end-device, you will have to extract it from your downloaded .zip file.

**3.6** Licensor hereby grants you an irrevocable, non-exclusive, non-transferable, non-assignable, non-sublicensable, world-wide, time-limited (see item 3.1, above) license to use the Software on one single end-device (e.g. on one single personal computer) per purchased license. Please also see your Licensing management options in item 3.4, above.

If you wish to use the Software on more than one end-device, you are required to purchase a corresponding number of additional licenses (e.g., if you wish twenty users/devices to be able to use the Software, you must purchase twenty Licenses). Again, please also see your Licensing management options in item 3.4, above.

**3.7** You may (i) create up to three backup copies of the downloaded .zip file and (ii) copy the Software onto one portable data carrier exclusively for transportation purposes (e.g., you have installed the Software onto one device and subsequently wish to change that device or move from that device to another one – please also see your respective Licensing management options in item 3.4, above).

## **4. WARRANTY**

**4.1** Licensor warrants that the Software complies with its technical specifications and functionalities laid down in the Software's Documentation (available at <https://liveplusplus.tech/docs/documentation.html>). Licensor further warrants that the Software was developed and created by Licensor alone and that the Software is free from third party copyrights. Licensor explicitly excludes all other warranties including any warranties that the Software is free from any other third party rights other than copyrights.

**4.2** In case of a defect covered by this warranty, Licensor is obliged either to re-deliver the Software or to correct the defect within a reasonable period of time that in any case is not shorter than two weeks calculated upon Licensor's receipt of Customer's written notice of defect including a detailed description of the defect. In case (i) the re-delivery of the Software cannot correct the defect and (ii) two of Licensor's attempts to correct the defect fail or Licensor fails twice to timely attempt to correct the defect, Licensee is entitled to a reasonable price-reduction or, in case of a material defect, to rescind in writing from this EULA.

Without prejudice to Licensee's inspection obligations laid down in below item 4.3 of this EULA, the warranty period expires 12 months after Licensee's receipt of the Software. **APPLICABLE TO STUDENT/TEACHING STAFF INDIVIDUAL LICENSE ONLY: Licensee does not have any inspection obligations and the warranty period expires 24 months after Licensee's activation of the Software.**

**4.3** Customer shall inspect the Software and its documentation for completeness and functional capability immediately after receipt and in any case within 5 working days after receipt. In case Customer detects any defects in course of this inspection, Customer is obliged to provide Licensor with a written notice of defect including a detailed description of the defect without undue delay and in any case within 5 working days after the inspection. Section 377 paras 1, 2, 3 and 5 (*Mängelrüge*) UGB apply. **APPLICABLE TO STUDENT/TEACHING STAFF INDIVIDUAL LICENSE ONLY: This item 4.3 does not apply to Student/Teaching Staff Individual Licenses.**

**4.4** Licensor excludes all liabilities for any damages arising out of the Software and/or its use. This exclusion of liability does not apply in case any damage is caused by Licensor's gross negligence (*grobe Fahrlässigkeit*) or wilful intent (*Vorsatz*), and this exclusion of liability furthermore does not apply to any personal injuries caused by Licensor's slight negligence at least.

**5. APPLICABLE TO STUDENT/TEACHING STAFF INDIVIDUAL LICENSE ONLY: Your Right to Withdraw from the Contract within Fourteen Days**

**5.1** For the purpose of this section, please firstly be advised that Licensor generally offers a free trial version of the Software – so if you are not sure whether you like the Software, you may try it out for free; the free trial period is thirty days and upon expiry, you cannot use the trial version any longer. The free trial version may be used by consumers and businesses/entrepreneurs alike.

**5.2** As a consumer, you have the statutory right to withdraw from the contract without any reason within fourteen days after the contract was concluded. Should you wish to exercise your statutory withdrawal right, you must clearly declare your withdrawal from the contract vis-à-vis Licensor (e.g. via a letter sent by post or via an email) and for doing so, you may use Licensor’s contact information set-out in above item 1.(i). For timely withdrawing from the contract, it is sufficient that you dispatch your declaration within the above fourteen days term.

**5.3** Should you withdraw from the contract, Licensor is obliged to and will refund to you all respective payments received by Licensor without undue delay and within fourteen days after having received your withdrawal-declaration at the very latest. For such refund and unless otherwise agreed upon between you and Licensor, Licensor will use the same payment method which you have used for the initial transaction. Licensor will under no circumstances charge you for such a refund whatsoever.

**5.4** For declaring your withdrawal from the contract, you may use the following form, which, however, is not mandatory:

**Withdrawal Form**

(Should you wish to withdraw from the contract, please fill out this form and send it back to Licensor)

To:  
Molecular Matters GmbH  
Hollandstraße 10/47  
1020 Vienna  
Austria  
Email [office@molecular-matters.com](mailto:office@molecular-matters.com)

Hereby, I/we (\*) withdraw from the contract entered into between Molecular Matters GmbH and myself/ourselves (\*) regarding the purchase of the Software “Live++”.

I/we (\*) ordered the Software on \_\_\_\_\_.\_\_\_\_\_.

I/we (\*) received the Software on \_\_\_\_\_.\_\_\_\_\_.

Consumer's name: \_\_\_\_\_

Consumer's address: \_\_\_\_\_

Consumer's signature (only in case of a written withdrawal): \_\_\_\_\_

Date: \_\_\_\_\_. \_\_\_\_\_. \_\_\_\_\_

(\*) please strike out if not appropriate, thanks!

## 6. DATA PROTECTION

**6.1** The data controller with regard to your activation and use of the Software is Molecular Matters GmbH, i.e.

Molecular Matters GmbH (owned by Stefan Reinalter, born on 24 March 1982)  
Hollandstraße 10/47  
1020 Vienna  
Austria

With regard to data protection topics, you may contact Molecular Matters GmbH as follows:  
Telephone number +436604970920, Email [office@molecular-matters.com](mailto:office@molecular-matters.com).

Molecular Matters GmbH does not have a data protection officer.

**6.2** The data controller processes your personal data and your company's data, both as entered during the Software purchase process for the purposes of managing the contract entered between you and Molecular Matters GmbH and thus for fulfilling Molecular Matters GmbH's corresponding contractual obligations (Art 6 para 1 lit b GDPR), respectively for fulfilling Molecular Matters GmbH's legal obligations (Art 6 para 1 lit c GDPR).

With regard to the purposes explained above, the provision of the data is mandatory as per the applicable law or contract, and if the data is not provided, the contract cannot be entered into, respectively the contractual obligations cannot be fulfilled.

**6.3** Molecular Matters GmbH retains the following processors for the following purposes:

Processors receiving Data	Data-Categories and Purpose
Processor: SendOwl (=Concept Den Limited), UK	Payment data entered into by you when purchasing the Software for effectuating the payment of the purchase price for the Software.

SendOwl's Sub-Processor: Stripe Payments Europe Limited, Ireland	In providing Stripe Services, Stripe Payments Europe transfers personal data to Stripe, Inc. in the US.  The Privacy Shield Policy is available <a href="#">here</a> .
SendOwl's Sub-Processor: PayPal (Europe) S.à r.l. et Cie, S.C.A., Luxembourg	Payment data entered into by you when purchasing the Software for effectuating the payment of the purchase price for the Software.

**6.4** As a data subject, you have the following rights:

Right to information: Any data subject has the right to request a confirmation of the data controller whether his/her personal data is processed. In case the controller processes his/her personal data, the data subject is entitled to information regarding his/her personal data (copy of the personal data which are processed) as well as to the following information: (a) the purposes of the processing; (b) the categories of processed personal data; (c) the recipients or categories of recipients to which data is or will be disclosed, particularly with a view to recipients in third countries or recipients at international organizations; (d) to the extent possible, the envisaged storage-duration of the personal data, or, if this is not possible, the criteria for assessing that duration; (e) the existence of the right to have his/her personal data corrected or deleted or the right to restrict the processing by the controller or the right to object against such processing; (f) the existence of a right to complain at a supervising authority; (g) to the extent the personal data was not obtained from the data subject, all available information regarding the source/origin of the data; (h) the (non-)existence of an automated decision making, including profiling. The controller furnishes one copy of the personal data, which are processed. For all further copies, the controller may request a reasonable fee on the basis of the controller's administrative costs. In case the data subject lodges his/her request electronically, the information is to be furnished in a common electronic format unless the data subject requests otherwise.

Right to Correction and Deletion: The data subject is entitled to request the controller to correct his/her inaccurate personal data without undue delay. Under consideration of the processing's purposes, the data subject is entitled to request the completion of his/her incomplete personal data, also by way of a supplementing declaration. Furthermore, the data subject is entitled to request the controller to delete his/her personal data without undue delay, and the controller is obliged to delete personal data without undue delay where one of the following applies: (a) the personal data are no longer required for the purposes for which they were collected or otherwise processed; (b) the data subject withdraws his/her consent which served as the basis for the processing, and no other legal foundation is available; (c) the data subject lodges an objection against the processing (see below); (d) the personal data were unlawfully processed; (e) the deletion of the personal data is required to fulfil a legal obligation of the controller; (f) the personal data were collected with regard to an offer of services of the information society

(consent given by a child). The right to deletion particularly does not apply to the extent the processing is required for fulfilling a legal obligation of the controller or for exercising a task which lies in the public interest or which is exercised in official power vested in the controller, and/or for the establishment, exercise or defence of legal claims.

Right to restrict the processing: The data subject is entitled to request the controller to restrict the processing where one of the following applies: (a) the accuracy of the personal data is contested by the data subject. For a period enabling the controller to verify the accuracy of the personal data; (b) the processing is unlawful and the data subject opposes the erasure of the personal data and requests the restriction of their use instead; (c) the controller no longer needs the personal data for the purposes of the processing, but they are required by the data subject for the establishment, exercise or defence of legal claims; (d) the data subject has objected to the processing pending the verification whether the legitimate grounds of the controller override those of the data subject. Where the processing has been restricted, such personal data may, with the exception of storage, only be processed with the data subject's consent or for the establishment, exercise or defence of legal claims, or for the protection of the rights of another natural or legal person or for reasons of important public interests of the Union or of a Member State. A data subject who has obtained restriction of processing shall be informed by the controller before the restriction of processing is lifted.

Right to data portability: To the extent the processing is based on consent or on a contract, and the processing is carried out by automated means, the data subject is entitled to receive his/her personal data, which he/she has provided to the controller, in a structured, commonly used and machine-readable format and when exercising his/her right to data portability, the data subject is entitled to have personal data transmitted from one controller to another, where technically feasible.

Right to object: The data subject is entitled to object, on grounds relating to his/her particular situation, at any time to processing of his/her personal data, which is required for the performance of a task carried out in the public interest or in exercise of official authority vested in the controller, or which is required for the purposes of the legitimate interests pursued by the controller or by a third party. The controller shall then no longer process the personal data unless the controller demonstrates compelling legitimate grounds for the processing, which override the interests, rights and freedoms of the data subject or for the establishment, exercise or defence of legal claims. Where personal data are processed for direct marketing purposes, the data subject is entitled to object at any time to the processing of his/her personal data for such marketing, which includes profiling to the extent that it is related to such marketing. Where the data subject objects to the processing for direct marketing purposes, the personal data shall no longer be processed for such purposes.

Right to lodge a complaint with a supervisory authority: Without prejudice to any other administrative or judicial remedy, every data subject is entitled to lodge a complaint a supervisory authority, in particular in the Member State of his/her habitual residence, place of work or place of the alleged infringement if the data subject considers that the processing of his/her personal



data infringes these legal requirements. The competent Austrian Data Protection Authority can be found here: <https://www.dsb.gv.at/>.

## **7. MISCELLANEOUS**

### **7.1 Choice of Law**

This EULA is exclusively governed by and shall exclusively be construed in accordance with the laws of the Republic of Austria, excluding the United Nations Convention on Contracts for the International Sale of Goods and the Austrian conflict of laws rules.

### **7.2 Choice of Venue**

Any dispute arising out of or in connection with this EULA, including any disputes regarding the existence, the validity, the termination or nullity of this EULA, are subject to the exclusive jurisdiction of the competent courts having jurisdiction over the first district (*Innere Stadt*) of Vienna.

**APPLICABLE TO STUDENT/TEACHING STAFF INDIVIDUAL LICENSE ONLY: The above choice of venue does not apply.**

### **7.3 Entire Agreement and Written Form Requirement**

This EULA contains the entire understanding of the parties with respect to the matters contained herein, and supersedes all other written and oral agreements between the parties with respect to such matters. No oral side-agreements exist. It is acknowledged that other contracts may be executed between the parties. Such other contracts are not intended to change or amend this EULA unless expressly stated in writing. Any changes or amendments to this EULA, including changes and amendments to this clause, must be made in writing.

### **7.4 Severability**

If any provision of this EULA shall be held to be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby in any way. Instead of an invalid, illegal or unenforceable provision, a valid, legal and enforceable provision that reflects the parties' economic intentions as close as possible shall be deemed to have been agreed upon between the parties. The same applies to a contractual loophole.

### **7.5 No Waiver**

A failure of any party to enforce a provision of this EULA shall in no event be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party

shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.

#### **7.6 APPLICABLE TO STUDENT/TEACHING STAFF INDIVIDUAL LICENSE ONLY: Alternative Dispute Resolution**

Although Licensor is not obliged to and will not participate in alternative dispute resolution proceedings, Licensor has to inform you as follows:

The online alternative dispute resolution platform of the EU regarding online purchase and service contracts can be found here: <http://ec.europa.eu/consumers/odr/>.

The two Austrian conciliation bodies competent for dealing with disputes arising out of online purchase and service contracts can be found at <http://www.verbraucherschlichtung.or.at/> as well as at <https://ombudsmann.at/>.

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[This EULA was accepted and entered into by electronic means]