

LICENCE AGREEMENT

Konsultori BD GmbH – key2platform - *Digital Accelerator Platform*

1. Preamble

The Konsultori BD GmbH, Währinger Straße 3/10, 1090 Vienna, Austria, registered number: 427717 x, (hereinafter referred to as the "**LICENSER**"), offers a web-based e-learning-platform (hereinafter referred to as the "**PLATFORM**") in return for payment. Clients (hereinafter referred to as the "**LICENSEE**" or the "**CLIENT**") have the possibility to offer digital content (e.g. videos) to their users (hereinafter referred to as the "**END-USER**") via this e-learning platform.

This licence agreement is based on the assumption that the CLIENT is an entrepreneur within the meaning of section 1 (1) no 1 of the Austrian Consumer Protection Act (KSchG).

For the purpose of better readability, no gender-specific differentiation is made. This is done without any intention of discrimination. All genders are equally addressed.

This licence agreement regulates the use and exploitation of the PLATFORM against payment as well as the associated business and administrative activities.

The business and contractual language is English.

2. Conditions of use

The CLIENT is obliged to provide true and complete information in the course of the business relationship and to keep its data up-to-date at all times. The CLIENT shall treat his data confidentially (this applies in particular to any log-in data or passwords). If the CLIENT suspects misuse by third parties or their END-USERS, he must inform the LICENSER immediately.

The CLIENT shall refrain from all measures which could endanger or impair the technical provision of the PLATFORM by the LICENSER (including cyber attacks). Such behaviour will be legally prosecuted.

The CLIENT shall take suitable precautions to protect the PLATFORM from unauthorised access by third parties. The CLIENT shall inform his employees or persons similar to employees and END-USERS that the making of copies beyond the contractual scope is not permitted.

It is the CLIENT's responsibility to create the necessary infrastructure for the operation of the PLATFORM. The LICENSER shall have no further obligations to provide information or advice in this respect.

It is the CLIENT's responsibility to check the compatibility (i.e. the ability to interact with the CLIENT's existing PLATFORM and hardware infrastructure) and the functional scope of the PLATFORM before using it against payment.

It is the CLIENT's responsibility to ensure that its END-USERS comply with this licence agreement.

3. Offer and conclusion of contract

By clicking the button "Pay now" and entering the required data in the input mask, the CLIENT makes a binding offer to conclude a contract with the LICENSER. The acceptance of the CLIENT's offer, and thus the conclusion of the contract, is made by the LICENSER by making the PLATFORM available to the CLIENT or by accepting the offer explicitly ("**contracting confirmation**").

The offer of the LICENSER shall comprise the number of licences requested by the CLIENT.

Licence metric: The parties will agree on a maximum number of licences (END-USERS or a person employed by the CLIENT, with administrative functions). Which person uses the licence is irrelevant (concurrent licence). If further licences are required, they must be purchased separately.

4. Payment modalities

The agreed licence fee is to be paid monthly in advance.

The amount of the fee shall be determined in each case by the LICENSER's offer. The prices quoted are in EUR. In case of doubt, the value added tax (VAT) is not yet included.

The LICENSER's claims shall become due upon invoicing and shall be paid upfront with credit-card without discount.

In the event of a delay in payment of more than 30 days, the LICENSER shall be entitled to withhold its performance vis-à-vis the CLIENT (and its END-USERS) and to block and/or delete the user account for the PLATFORM without separate notice. Any damage incurred by the CLIENT or its END-USERS or third parties as a result thereof cannot be asserted at the expense of the LICENSER.

If the claims are not paid within fourteen days, the LICENSER shall charge the legally permissible interest on arrears within the meaning of section 456 of the Austrian Commercial Code (UGB) from the due date. A fee of EUR 40,00 per reminder (section 458 UGB) may be charged for reminders.

5. Rights of use

The LICENSER shall grant the CLIENT and its END-USERS (a) non-exclusive licence(s) to use the PLATFORM (within the meaning of section 24 (1) first sentence UrhG [Austrian Copyright Act]), limited in terms of content described in this licence agreement and time for the duration of the contractual relationship.

The exclusive right to use the PLATFORM (within the meaning of section 24 (1) second sentence UrhG) shall in any case remain with the LICENSER.

The right to decompile the PLATFORM is excluded to the extent permitted by law. The CLIENT may not make any changes to the PLATFORM without the consent of the

LICENCE AGREEMENT

Konsultori BD GmbH – key2platform - *Digital Accelerator Platform*

LICENSER. Use of the work in the sense of section 40d UrhG remains unaffected.

Markings of the PLATFORM, in particular copyright notices, trademarks, serial numbers or similar may not be removed, changed or made unrecognisable.

The surrender of the source code of the PLATFORM is not owed, unless expressly agreed otherwise. Neither is a user manual owed, nor the performance of training courses.

Customizing is not owed.

6. Audit-Clause

The CLIENT is entitled to use the PLATFORM for as many END-USERS as agreed in the contract (see concurrent license in point 3).

The LICENSER shall have the possibility to verify compliance with the use of the PLATFORM in accordance with the licence. Irrespective of this, the LICENSER may demand proof from the CLIENT that the PLATFORM is being used in accordance with the licence. Enquiries in connection with the license-compliant use of the PLATFORM must be answered truthfully.

The LICENSER shall be entitled to check the CLIENT's compliance with the legally compliant use of the PLATFORM on site at any time after giving at least 14 days' notice (licence audit). The LICENSER may use the services of an auditor or lawyer bound to secrecy for this purpose. The LICENSER shall respect the CLIENT's business and trade secrets and data protection interests to the best of its ability. The audit shall be carried out during normal business hours and without disrupting the CLIENT's operations. The costs incurred in this connection shall be borne by each party. The CLIENT shall be obliged to provide the LICENSER with the information required for these purposes and to cooperate with the LICENSER in the course of the license audit. Otherwise the LICENSER shall be entitled to withhold its performance. This shall be without prejudice to any further legal claims.

7. Duties to cooperate

The CLIENT is obliged to cooperate to the extent necessary for the use of the PLATFORM. The LICENSER shall not suffer any disadvantages from a failure to comply with these obligations to cooperate.

8. Performance problems

If the LICENSER is temporarily unable to provide the PLATFORM for reasons beyond its control (e.g. power failure, force majeure, cyber attacks, epidemics, problems with third-party PLATFORM), the CLIENT's (full) payment obligations shall remain unaffected.

9. Support

The LICENSER shall use its best endeavours to assist the CLIENT in accordance with the following provisions:

9.1 Operating hours

The LICENSER shall be available on working days during the following hours:

- Monday to Thursday from 09:00 to 17:00
- Friday from 09:00 to 13:00

(Central European Time)

9.2 Communication channels

The CLIENT may contact the LICENSER in terms of a "Single Point of Contact" via the following channels:

E-mail: support@key2platform.com

10. Liability for damages

The LICENSER's liability for slight negligence is excluded. Liability shall be limited to the amount of the annual order value, but in any case to usually foreseeable damages.

The LICENSER's liability for loss of profit by the CLIENT shall be excluded.

The LICENSER shall not be liable for third-party software, open source elements and software elements (plug-ins, library files) which have not been released by the LICENSER. Likewise, the LICENSER shall not be liable for software elements (plug-ins) programmed by the CLIENT himself.

The LICENSER shall not be liable for any unlawful (in particular, but not exclusively, within the meaning of the GDPR) implementation and/or use of the PLATFORM in the relationship between the CLIENT and the END-USERS.

The LICENSER is not responsible for content uploaded or sub-domains created to the PLATFORM by the CLIENT (or its END-USERS). This content does not necessarily reflect the opinion of the LICENSER and the LICENSER accepts no liability for this content.

The agreed limitations of liability shall also apply to subcontractors used by the LICENSER.

11. Indemnification

Should a claim be made against the LICENSER by a third party due to the unlawful use of the PLATFORM by the CLIENT, the CLIENT undertakes to indemnify and hold the LICENSER harmless.

12. Involvement of subcontractors

The LICENSER may use subcontractors for the performance of its obligations under this Agreement.

LICENCE AGREEMENT

Konsultori BD GmbH – key2platform - *Digital Accelerator Platform*

13. Amendments to the licence agreement

The LICENSER shall be entitled to amend this licence agreement at any time. The LICENSER shall inform the CLIENT of such amendments by sending the amended licence agreement to the contact details last notified to it. The CLIENT shall have the right to object to this amendment. If no objection is made by the CLIENT within 14 days of this amendment being sent, implied consent to the amendment of the licence agreement shall be assumed.

14. Increase of licence fees

The CLIENT is entitled to increase the licence fee for the first time after the expiry of twelve months from the conclusion of the licence agreement after three months' notice. Further increases may be made at the earliest 12 months after the previous increase becomes effective. It may amount to a maximum of 3% per year, unless an extraordinary increase in value is objectively justified (e.g. above-average inflation; the Austrian consumer price index at the time of the conclusion of the contract, published on the website of „Statistik Austria“, shall be taken as reference).

15. Data protection and protection of business and trade secrets

The disclosure of data and information to the respective required business partners is permitted to the extent necessary for the fulfilment of the contractual relationship and legitimate interests (Art 6 (1) lit b and lit f GDPR). Otherwise, the LICENSER and the CLIENT shall be mutually obliged to maintain secrecy with regard to the circumstances and data relating to the other of which they become aware as a result of the present business relationship and, in particular, to observe data secrecy. These obligations regarding data and business secrecy shall also apply beyond the contractual relationship. The LICENSER and the CLIENT further undertake to instruct and instruct their employees and vicarious agents in this sense.

The contracting parties further undertake to protect mutually disclosed business and trade secrets appropriately within the meaning of section 26b (1) no. 3 UWG.

The LICENSER informs that data of the CLIENT may be processed for advertising purposes on the basis of legitimate interests (Art 6 (1) lit f GDPR). **The CLIENT is entitled to object to the processing of his/her data for advertising purposes (Art 21 (2) GDPR).**

If the LICENSER processes personal data on behalf of the CLIENT, the Parties shall conclude a data processing agreement in accordance with Article 28 of the GDPR.

16. Reference-Clause

The LICENSER shall be entitled to indicate the fact of the business relationship with the CLIENT by means of a reference on its homepage or in business documents, if the

CLIENT accepts to do so. The LICENSER shall be entitled to use the CLIENT's logo in this context. This right to name references also extends beyond the contractual relationship.

17. Duration of the contractual relationship

The contractual relationship with the CLIENT shall be concluded for an indefinite period. It may be terminated by either party subject to a notice period of one day to the end of the current subscription period.

Apart from statutory retention obligations, the LICENSER is not obliged to retain data stored in the PLATFORM beyond the contractual relationship. After termination of the contract, the content on the PLATFORM will be deleted after six weeks. It is the responsibility of the CLIENT to back up its data in a timely manner.

18. Blocking access to the PLATFORM

If the LICENSER has reasonable grounds to believe that the CLIENT or one of its END USERS is using the PLATFORM in an unlawful manner, the LICENSER shall be entitled to block access to the PLATFORM immediately and without prior notice. This shall not affect the possibility of further legal remedies.

19. Jurisdiction and applicable law

This contractual relationship shall be governed by and construed in accordance with Austrian law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and of conflict-of-law rules is excluded.

The exclusive place of jurisdiction is the competent court in Vienna, Austria.

20. Further issues

If any part of this licence agreement should be invalid, the validity of the remaining provisions shall not be affected thereby. The invalid provision shall be replaced by a valid provision which comes as close as possible to the economic intent of both contracting parties as discernible from the agreement.

Amendments to this licence agreement as well as supplements thereto shall, without prejudice to the provision in clauses 13 and 14, only be valid if they have been agreed and signed in writing (whereby e-mail is also valid).

The LICENSER recommends that the CLIENT saves this licence agreement permanently.

Version: (September 2021)