

License Agreement „expecco“

I. Preamble

This License Agreement represents a valid contract between you (Customer) and eXept Software AG (eXept) concerning the "expecco" software product.

expecco is a testautomation framework for development, execution and analysis of tests. With these complete solution, each technology can be tested individually or in conjunction with mobile devices, embedded systems and custom hardware in one test environment.

The reusability of test blocks and the utilization of extensive libraries simplify the development, automation and evaluation of even the most complex test scenarios significantly.

By using this software product in any way whatsoever (e.g. installation, creation of copies etc.) the Customer declares his consent with the content of this License Agreement (LA). The software product is protected by copyright and may be acquired only through this LA. There is no printed documentation available in hard copy for the software product, only online documentation.

However, eXept gives the Customer the opportunity for a evaluation phase (Evaluation License Agreement) pursuant to the following, special conditions in accordance with Section II. of this agreement - the evaluation version is free of charge.

II. Terms and Conditions for the Free Evaluation Version

1. Object of the Agreement

In accordance with the specification and content of this License Agreement, eXept gives the Customer the opportunity to use the software product free of charge for a limited period of time for evaluation purposes.

For this purpose, the Customer shall receive a evaluation version of the software product which the Customer will be able to download after he has completed the registration process.

2. Period for the Evaluation, Consequences for Non-Purchase

(1) The evaluation period is limited by a Demo-Licence. It begins with the delivery of the Demo-Licence and ends automatically upon expiration of the Demo-Licence. The remaining evaluation time is displayed when the software product is started.

(2) If the Customer decides to not purchase the software product during the evaluation period, he shall to uninstall it from all computers on which it has been installed.

(3) The Customer has been advised and expressly agrees, that in the event that the software is not purchased, all data and files, which he has developed and processed or created otherwise with the help of the evaluation version of the software product, as it was made available for the evaluation phase, can no longer be used after the expiration of the c phase.

(4) To the extent that this Section II of the agreement does not contain any special regulations, the v version shall otherwise be governed by the remaining content of this License Agreement pursuant to Section III.

III. General Contractual Terms and Conditions

1. Conclusion of the License Agreement, License Fee

(1) In the event that the Customer decides immediately or during/ after the license test agreement to conclude the binding License Agreement, such shall take place by issuing the license purchasing declaration and by paying the license fee.

(2) The Customer will be charged a one-time license fee in accordance with the respective current expecco price list (refer to www.exept.de/products/expecco/features). With the payment of the license fee, the Customer shall be entitled to the rights as stipulated by this agreement.

(3) Upon receipt of the license fee, the Customer will receive a USB dongle together with an invoice for the license fee.

2. Rights of the Customer

(1) The Customer shall be entitled to install the software product on one or multiple workstations (computer, terminal, o.a.) and to use it according to its intended purpose. A USB dongle is required for the execution of expecco.

(2) The Customer shall furthermore be entitled to save or install the software product on a storage device (e.g. network server) to the extent that this serves the purpose of using the software product via an internal network on other computers that belong to the Customer. However, in this case, the Customer shall be obligated to purchase a separate license for each computer on which the software product is utilized.

3. Obligations of the Customer

(1) The Customer shall not be entitled to remove or change the copyright notations on the software product.

(2) Any changes to the software product with the exception of the intended and contractual use shall be prohibited.

(3) The Customer shall only be entitled to assign his rights under this License Agreement to third parties with the prior written approval of the licensor. The approval will be issued in principal if a respective written third party declaration has been submitted stating that such third party accepts the extent of the content of the License Agreement.

(4) The Customer shall not be entitled to assign the rights and obligations under this agreement, unless this occurs as part of the sale of his company.

4. Contractual Term, Cancellation

(1) The agreement shall be open-ended.

(2) There shall be no option for a statutory notice of cancellation for eXept. If the Customer cancels without having the right to an extraordinary notice of cancellation, in particular as a result to a contractual violation by eXept, the Customer has no right to reimbursement of the paid license fee.

(3) eXept shall have the right to an extraordinary notice of cancellation in conjunction with significant or sustained violations of these contractual regulations by the Customer.

(4) Each cancellation must be in writing.

5. Assignment through eXept

eXept shall be entitled to assign the contractual rights and obligations to third parties.

6. Update-Service, Maintenance

The customer may order an upgrade service for an extra fee. Customers with an upgrade service may acquire new versions of the software product.

Updates are twice (2x) a year. These include new features, optimizations and bug fixes.

For significant changes, patches are immediately available.

Update Service must be purchased annually for 20% off the list price.

For any additional support, support points can be purchased in different sized packages. For your individual requirements, there are various package sizes. Inquiries can be made via e-mail, by telephone or via our error-reporting system. We use expecco ALM as a error reporting and inquiry system. Each customer receives a personal account for all project participants. All issues are allocated directly to the responsible person in our house.

7. Warranty/Liability/Limitation of Application

(1) To the extent that the software product shows defects in the legal sense, eXept shall be obligated to perform supplementary services, namely a new delivery of the software product. If the rectification of defects is unsuccessful, the Customer shall have the right to alleviation or to withdraw from the agreement. The right of the Customer to claim damages instead of receiving the service in accordance with applicable legal regulations and with these regulations remains unchanged.

The period of limitation for claims and rights due to defects - regardless of the legal grounds - shall be 2 years for private Customers. The period of limitation for commercial customers shall be one year. The periods of limitation also apply respectively for other damage claims against eXept, regardless of their legal grounds, even in the event that claims are not connected with a defect.

(2) eXept shall be liable in cases of intent or gross negligence pursuant to applicable legal regulations. In regards to all other issues, eXept shall only be liable in accordance with the product liability law as it relates to injury of life, body or health or culpable violation of important contractual obligations or to the extent that eXept has fraudulently concealed the defect (in the case of fraudulent intent, the same legal periods of limitation shall apply which would apply without the presence of fraudulent intent) or if it has agreed to a warranty for the properties and condition of the software product. However, the damage claim for the violation of important contractual obligations shall be limited to typical contractual, foreseeable damages. The liability for damage to the assets of the Customer as a result to the software product, however, shall be entirely excluded. The regulations of Clauses 3 and 4 of this paragraph do not apply in the event that intent and gross negligence are present or in conjunction with the injury of life, body or health or to the extent that eXept has maliciously concealed the defect or has agreed to a warranty for the properties and condition of the software product.

(3) The regulation of the aforementioned paragraph (2) extends to damage claims in addition to the performance and to damage claims instead of the service, regardless of the legal grounds, in particular in connection with defects, the violation of contractual obligations or as a result to illegal conduct. It shall also apply in conjunction with the claim for compensation for unavailing expenses.

(4) The software product is not fault-tolerant. Therefore, it is not suitable for utilization or retail as an online control device in high-risk environments which rely on an error-free operation, such as in particular in nuclear facilities, airplane navigation or communication systems, life-sustaining systems, weapons systems or in conjunction with air traffic control, where there is potential for injury of life, body or health or environmental damage due to flaws in the software. In this context, eXept does not assume any liability whatsoever.

8. Place of Performance/ Applicable Law/ Severability Clause/ Jurisdiction

(1) Place of performance for payment shall be the office of eXept.

(2) German law shall apply.

(3) Should a clause of this agreement be or become invalid, the validity of the other contractual regulations shall not be affected by that. In lieu of the invalid clause such regulation shall be deemed as agreed upon which comes closest to the legal and economic considerations of the invalid regulation.

(4) To the degree that the contractual parties are business people and/or legal entities under public law, the applicable jurisdiction shall be the location where eXept has its office. The same shall apply if a contractual party is not subject to the generally applicable domestic jurisdiction. In the latter case, it shall be at the discretion of eXept to also file suit at the location of the contractual partner.