

# **Verifysoft End-User License Agreement for Testwell-Tools**

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## 1. Purpose

The purpose of this Agreement is to grant the LICENSEE a non-exclusive license to use the Software subject to the following terms and conditions, in consideration of the payment of the license fee to Verifysoft Technology, or its authorized distributor (hereafter referred to as the LICENSOR).

## 2. Recitals

LICENSEE is seeking to be granted licensed access to a copy of the Software.

LICENSOR is willing to provide the Software according to the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the terms and conditions within this Agreement, and intending to be legally bound, the parties agree as follows:

## 3. Definitions and Interpretation

In this Agreement the following expressions shall, unless the context otherwise requires, have the following respective meanings:

Agreement	this Agreement, together with the LICENSEE's purchase order and the LICENSOR's acknowledgement to the LICENSEE's order, sets forth the entire agreement.
Software	those computer program products, delivered to the LICENSEE electronically via Internet or supplied on appropriate media like a CD-ROM, inclusive of all accompanying documentation, either in paper form or in electronic form, and any future Software Upgrades shipped or made available to the LICENSEE by the LICENSOR as part of the Maintenance.
Software Upgrade	newer versions of the Software which the LICENSOR has made publicly available on the LICENSEE's platform for sale to customers and which the LICENSOR ships to the LICENSEE for free or makes available via Internet as part of the Maintenance.
Major Software Upgrade	a Software Upgrade containing major enhancements to the Software, for which the LICENSOR reserves the right to ask for additional payments.
Maintenance	the provision of technical support via email regarding the use of the Software, and issues that may arise in its use, and the provision of software upgrades online, excluding major software upgrades.

## Subsidiary

(a) any company wholly or partially owned by another whose accounts are consolidated with the accounts of the Lessee in accordance with accounting principles generally accepted under accounting standards of the State of Organization; and

(b) entity from time to time:

(i) of which another has direct or indirect control or owns directly or indirectly more than 50% of the voting share capital; or

(ii) which is a direct or indirect subsidiary of another under the laws of the jurisdiction of its incorporation.

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The following restrictions apply to the category of license as specified in the purchase order;

### 5.1 Floating license

under this license Software can be installed and used on one or more machines within the Licensee company, and by so many of its users in parallel as the Licensee has parallel use rights or licenses on the Verifysoft Software. The license is perpetual or time limited (as indicated in Licensors invoice). The license is per one specific platform, where the Software can be used at. The license does not float over platforms. The FlexIm license server shall be bound to a specified server machine(s) which shall manage the license pool. The license is currently technically controlled by FlexIm license control software (FLEXnet Publisher) with essential settings DUP\_GROUP=UH, linger = 20 minutes.

### 5.2 Machine-locked license

under this license Software can be installed and used on Windows platform only, on a single-user PC, which is not used as a server. The PC

must not be used remotely from any other PC. The license is permanently bound to one specified PC, where the Software can be installed and used only. The license is time-limited, as specified in the purchase order, after which it terminates.

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- 7.1 Where the LICENSEE holds a Floating license, the license fee is inclusive of the Maintenance fee for the first 12 months, starting from the date of delivery of the Software to the LICENSEE. The LICENSOR may offer the LICENSEE a renewal of the Maintenance service on the basis of a 12-month period in consideration of the Maintenance fee, subject to the LICENSEE's acceptance. Where the LICENSEE accepts the offer of renewal, the Maintenance periods shall run consecutively. Where the LICENSEE purchases parallel user rights, the Maintenance period shall run concurrently with the Maintenance period of the initial license purchase.
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  - a) Maintenance is in effect at the time of transfer;
  - b) LICENSEE presents an explanation of a valid technical reason as to why license use at the previous PC is no longer possible; and
  - c) LICENSEE gives a statement that the license has been uninstalled and its use at the old machine has permanently stopped.

## 8. Licensee's Duties

### 8.1 General

The LICENSEE undertakes responsibility for ensuring that the Software is used in accordance with the accompanying manuals and instructions.

The LICENSEE is responsible for maintaining back-up data necessary to replace data in the event of loss or damage to such data from any cause.

The LICENSEE shall maintain their corporate existence and where they shall merge or consolidate with any individual, corporation, partnership, limited liability company, limited liability partnership, joint venture, association, joint stock company, trust, unincorporated organization or Government Entity, they shall give notice to the LICENSOR within 5 working days of such merger taking effect. The LICENSOR may terminate the agreement upon receipt of the notice.

Where the LICENSEE is a member of a corporate group, whether as a subsidiary or the parent company, the LICENSEE understands that the license granted by this agreement is nontransferable within corporate groups.

### 8.2 Confidentiality

The Licensee shall:

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- h) not interfere with block, nor disable built-in monitoring and executional tracking features on certain licenses or license classes of Software that are authorized for commercial use; and
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## 9. Warranty

### 9.1 Warranty on media:

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## 10. Term

The license is effective for a limited time period ("Term"). In the event that such a license is a machine locked license the Term is set forth in the purchase order, otherwise the licenses shall be perpetual. The LICENSEE may terminate the license by not using the Software anymore and returning all copies and modifications and by destroying all merged portions of the Software in your possession.

Where there is found to be a breach of the Agreement, the LICENSOR shall provide a notice of breach. If, after a thirty (30) day period the breach is not remedied the Agreement shall be terminated. Upon termination of the Agreement the LICENSEE shall promptly return to Verifysoft all the Software that is delivered to you and certify in writing the destruction of all separate copies of the Software. There is no requirement to delete the Software from normal system backup files.

## 11. Governing Law and Jurisdiction

This Agreement will be governed and construed in accordance with the laws of Germany. All disputes arising out of or in connection with this Agreement shall be heard in the court of Offenburg and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.

## 12. Force Majeure

In the event either Party shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, restrictive government or judicial orders or decrees, riots, insurrection, war, pandemic(s) or health crisis, Acts of God, inclement weather or other similar reason or a cause beyond such Party's control, then performance of such act shall be excused for the period of such delay.

## 13. Severability

The invalidity or unenforceability of any particular provision of this Agreement, or portion thereof shall not affect the other provisions or portions thereof; and, this Agreement shall be construed in all respects

as if any such invalid or unenforceable provisions or portions thereof were omitted and this Agreement shall remain in full force and effect.

YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU FURTHER AGREE IT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE AGREEMENT BETWEEN US WHICH SUPERSEDES ANY PROPOSAL OR PRIOR AGREEMENT, ORAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN US RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT.

Should you have any questions concerning this Agreement, please contact the Lisensor:

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