

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 Licensee 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.

4. Title

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5. Grant of License

LICENSOR grants the LICENSEE a non-exclusive and non-transferable right to use the Software and any possible Software Upgrades solely for internal data processing requirements only. Any attempt to sublicense, transfer to an unlicensed computer, or assign the Software or the rights or obligations under this license to any third party without the prior written approval of the LICENSOR shall be void.

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 Flexlm license server shall be bound to a specified server machine(s) which shall manage the license pool. The license is currently technically controlled by Flexlm license control software (FLEXnet Publisher) with essential settings DUP_GROUP=UH, linger = 20 minutes.

- 5.2 Team-based license For dynamic, hybrid build and development environments, team-based licenses are issued granting the right to use the software within a dedicated team of a specified size. Technically, licenses are issued fitting to the build environment.
The license is time-limited, and the LICENSEE commits to report about team size once per year.

6. Scope of License

The LICENSEE may make additional copies of the Software, but only for internal backup needs. These copies may be made only to the extent required to support the use of the Software. The LICENSEE must reproduce and include the copyright notice and the proprietary notices of the LICENSOR on the original and on all copies of the Software. In the event the LICENSOR provides a Software Upgrade and the LICENSEE replaces the Software licensed hereunder with the Software Upgrade, then such replacement Software and all copies thereof shall be covered by and will be subject to the terms and conditions of this Agreement until destroyed by the LICENSEE or returned to the LICENSOR.

7. Maintenance

The LICENSOR shall provide Maintenance subject to the terms and conditions of the agreement and the category of license held by the LICENSEE. The LICENSEE shall nominate a technical contact person from their personnel to manage the technical requirements of the Software. Where an issue arises, the LICENSEE shall contact the LICENSOR from whom they purchased the license.

- 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.

Maintenance includes the transfer of a license from the server it is bound to, to another server, provided that

- 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 server is no longer possible, and
 - c) LICENSEE gives a statement that the license has been uninstalled and its use at the old server has permanently stopped.
- 7.2 Where the LICENSEE holds a Team-based license, the license fee is inclusive of the Maintenance fee for the entirety of the period that the license is in effect.

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:

- a) limit access to the Software, and assure that anyone who is permitted access to the Software, is made aware of and agrees to abide by the obligations imposed on you under this Agreement;
- b) not alter or remove Verifysoft proprietary and copyright notices from the Software;
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- g) not install the Software on an unlicensed machine or permit use of the Software on a local or non-local service bureau or other remote access system or utility whereby you or persons or utilities other than you benefit the direct or indirect use, whether for fee or not, of the Software;
- 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
- i) consent to their company name being used by the LICENSOR in its customer list and promotional material unless separately and explicitly requested when placing the order for the license that your company name is not used by the LICENSOR in its customer list and promotional material, which request is then honored.

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9. Warranty

9.1 Warranty on media:

For a period of thirty (30) days from the date of the shipment LICENSOR warrants to the LICENSEE that any media on which the Software is furnished shall be free from defects in material and workmanship under normal use. Should the media not satisfy this warranty, the LICENSEE can make a report of the case to LICENSOR, who will replace any media that fails during this warranty period.

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For a period of ninety (90) days of the date of the shipment LICENSOR warrants to the LICENSEE that the Software will operate substantially as described in the documentation that is delivered along with the Software. Should the Software not operate as warranted, during this warranty period LICENSEE may report the error and request that the LICENSOR delivers a corrected version of the Software. The error report must be communicated via electronic mail, with accompanying technically meaningful and sufficient material to demonstrate the error. LICENSEE undertakes to provide reasonable technical assistance in analyzing the error. Where, after forty five (45) days from the date that the report of the error was submitted, which has been found by the LICENSOR to violate this warranty on Software, the LICENSEE has not received a corrected version of the Software, they may elect to terminate this Agreement and shall be entitled to a full refund of the license fees paid. The notice of termination must be given in writing and during the warranty period, or within fifty (50) days from the date that the report of the error was submitted. Verifysoft may, at its own discretion, at any Verifysoft Software upgrade change the used floating and machine-locked license control software and has no obligation to maintain backward compatibility in this regard.

10. Disclaimer of Warranties

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12. 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.

13. Governing Law and Jurisdiction

This Agreement will be governed and construed in accordance with the laws of Germany. For all disputes arising out of or in connection with this Agreement, including the validity of the Agreement, the courts competent for Verifysoft's place of business shall have exclusive jurisdiction, provided that the Licensee is a merchant within the meaning of the German Commercial Code or the Licensee does not have a registered office in the Federal Republic of Germany at the time the action is brought. However, Verifysoft shall have the choice to file lawsuits against the Licensee before the courts competent for the Licensee's place of business. Language of proceedings shall be German for any proceeding in Germany, Austria, Switzerland, or Liechtenstein.

14. 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.

15. 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 LICENSOR:

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