

General Terms and Conditions for test versions of IQDoQ license programs

! Please read the following General Terms and Conditions before using IQDOQ software!

1 Right of Use

- 1.1 Licensee is granted hereby the simple, non-exclusive and personal right to use the program parts (components, modules, program description and operating instructions) described in the Test Agreement, hereinafter referred to as "Software", for test purposes during the period of time defined in the Test Agreement.
- 1.2 The rights to use the Software shall be granted to the Licensee only. Transfer of user rights to a third party without further written approval of the Licensor is not permitted.
- 1.3 In the event the Software contains libraries and software components of other Licensors (including, but not limited to Open Source Software), these Licensors` Terms and Conditions as listed separately in the Test Agreement shall apply to the respective software components.

2 Limitations

- 2.1 The Licensee is not authorized to modify, interfere with, downgrade, decompile or disassemble the Software without the prior written consent of the Licensor or to create works derived from the Software. The Licensee shall not copy, translate or modify any written documents delivered with the Software or create derivative works from such documents.

3 Reproduction

- 3.1 The Software and the corresponding written documents are protected by copyright laws. The Licensee shall be entitled to create an appropriate number of protection and archiving copies only.
- 3.2 Copyrights as well as registration numbers must not be removed from the Software.
- 3.3 It is expressly forbidden to copy or reproduce Software and written documents, in whole or in part, in an original or modified form, in a mixed form together with other software or in another enclosed form.

4 Pricing

- 4.1 Prices and payment terms are specified in the Test Agreement.
- 4.2 Unless otherwise stipulated in writing, additional services shall be reimbursed according to Licensor`s current price lists.

5 Proprietary Rights

- 5.1 The Licensor shall retain title to and intellectual ownership of the Software obtained by the Licensee, including the technical documentation and any other documents. The Licensor reserves all rights for publication, reproduction, processing and utilization of the Software.

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6 Term

- 6.1 The right of use shall expire at the date specified in the Test Agreement, but within six (6) months upon delivery of the Software at the latest. The Software and the documentation shall be returned to the Licensor immediately upon expiry or termination. The Software and documentation including possible backup copies must be deleted on Licensee's devices and their deletion must be confirmed in writing to the Licensor.
- 6.2 The Licensee's right to use the Software shall expire automatically and without notice upon Licensee's violation of the Terms and Conditions stipulated herein. Both parties have the right to terminate this Agreement without cancellation period for important reasons according to § 314 BGB (German Civil Code).

7 Supplementary Performance (Warranty)

- 7.1 The Software is not provided for productive operation, but for test purposes only.
- 7.2 The operation of the Software is at Licensee's own risk and exclusive of Licensor's warranties.

8 Liability

- 8.1 The Licensor shall be liable for claims for damages irrespective of their legal basis as specified below:
 - (a) The liability of the Licensor for damages that are caused deliberately or roughly negligently by the Licensor or by one of his vicarious agents or legal representatives shall be unlimited.
 - (b) In the case of losses arising from injury to life, body or health liability shall be unlimited in its amount, even in cases of a breach of a contractual obligation due to minor negligence on the part of the Licensor or its legal representative or agents.
 - (c) This liability shall likewise include damages due to serious misconduct in the organization as well as damages due to lack of guaranteed qualities.
 - (d) In the event of a negligent violation of a substantial contract obligation, the liability of the Licensor shall be limited to the foreseeable damage typically occurring. A substantial contract obligation in this sense consists of each obligation, which is indispensable for enabling the duly fulfilment of the contract obligations and on whose observance the Licensee relies or may reasonably rely.
 - (e) In the event of product liability, the Licensor shall be liable in accordance with the German Product Liability Act.
- 8.2 Each further liability of the Licensor for damage compensation, in particular liability without fault, shall be excluded.
- 8.3 The Licensee is responsible for regular backup of his data. If data loss is caused by the Licensor, the Licensor shall only be liable for the costs of copying the data for the backup copies and for restoring the data that also would have been lost had the backup of the data been successful.

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9 Final provisions

- 9.1 These Licence Terms and Conditions contain all conditions agreed. Additional verbal agreements do not exist. Any modification and addendum to this contract shall be in writing.
- 9.2 Should one or more of the aforementioned conditions be invalid or become invalid, this does not affect the validity of the other conditions. The invalid condition must be replaced by a valid condition, which fulfills the economic purpose as far as possible.
- 9.3 This Agreement shall be governed by German law. The place of jurisdiction in relation to buyers, public legal entities or public special estates is Bad Vilbel. It is not possible to refer to foreign law according to the principles of international private law nor to the United Nations Convention on Contracts for the International Sale of Goods from 11.04.1980.