Software Licence Agreement

Software Quality Lab GmbH, Gewerbepark Urfahr 6, 4040 Linz, Austria is the legal entity and takes the responsibility as a supplier of several software products (hereinafter referred to as „Software Product") or services (hereinafter referred to as „Service").

Software Quality Lab renders its services and delivers its products solely (only) based on this terms & conditions. Any additional terms & conditions or general purchasing terms of the contracting party are hereby rejected. Handwritten annotations on the order form are invalid.

1 General

1.1 Warranty

The warranty period for the Software Product is 6 months.

Errors in programs of third parties that Software Quality Lab did not develop, but will affect the Software Product or has simply installed or adapted shall not be covered by the warranty. Costs for eliminating such errors, for example through service packs or hotfixes or configuration effort of the individual manufacturers, will be billed according to Software Quality Lab's latest price list. Software Quality Lab cannot ensure that the corresponding manufacturers offer bug fixes.

1.2   Billing, Payment and Shipment

Payments made by the client are always accounted against the earliest open demands. E-mails of Software Quality Lab are considered as written documents. All prices shall be net prices to be paid at once, plus the legal value added tax.

The following invoicing regulations and payment terms shall apply, according to the country of the customer and the license type.

Purchased software licenses:
- Invoicing is done immediately after order reception, with net due upon receipt of invoice.
- Delivery of licenses is done after receiving payment (except for trial licenses).

Subscription licenses:
- For License subscriptions, Payments are withdrawn monthly

1.3   Liability

Software Quality Lab is liable for damage caused as follows:
- For culpable damage caused to the customer's life and limb and health
- If Software Quality Lab, its representatives, or agent are found to be culpable of intent or flagrant gross negligence
- For claims under the product liability law, in so far as they are related to business customers

◻   Any other legally binding statutory claims.

This limited liability is final. It is applicable to all claims for damages, regardless of their legal bases, particularly regarding pre-contractual or auxiliary contractual claims.

In no case will the liability exceed the purchase price of the software or the value of Software Quality Lab's liability insurance.

In the event Software Quality Lab is found to be culpable for the loss of data, Software Quality Lab's liability is limited to the expenses for the copying of the back-up copies and for the reconstruction of data which would be lost also in case of regularly back-ups. The customer shall be responsible for making back-up copies. The customer is obliged to make back-up copies of their data at least once a day. Failure to comply with this obligation is deemed to be contributory negligence.

1.4   Confidentiality and Data Protection

The parties of the contract mutually agree to treat all information and documentation as well as materials (in particular software and stored data) with no expiration as confidential or secret, as long and to the extent that it is not proven public knowledge. Such confidential information, which is characterized by a contractor as confidential or secret, must also be treated as a business or trade secret. Also, the contractual parties guarantee that all their employees, representatives, or agents that they engage to fulfill this contract shall treat such information as confidential.

Excluded by this regulation is the legitimate request for information by official agencies, such as supervisory authorities, law enforcement agencies or courts.

In accordance with this contract, Software Quality Lab will process relevant personal data in strict accordance with the Austrian federal data protection act.

The regulations in this paragraph shall remain valid even after the expiration of this contract.

1.5   Customer responsibility

The responsibility for the selection, installation and use of the Software Product and the intended problem solving through its use lies with the Customer, unless Software Quality Lab has provided non-expert advice. Customer also has responsibility for the selection, use, and maintenance of the software-related systems, other programs and data, and the services required to do so, and provides the organization appropriate to the use of the Software Product.

2   Software Licensing

2.1   License Agreement

Licensing is specified in the additional License Agreement.

If no additional License Agreement is attached, licensed per user within one organization is the default license. The number of users using the particular functions either in part or in whole is relevant.

2.2   Right of Use

For payment of the specified license fee, Software Quality Lab grants the customer a non-exclusive and non-transferable license to use the ordered software components.

Any usage which makes the license available to third parties as a part of hosting, renting, or leasing is prohibited.

The customer is entitled to the extent necessary to make backup copies for internal use. The customer is obliged to protect the software and all documentation against unauthorized copying.

All other rights, in particular the property, the industrial rights and the copyright to the software and all rights of use not expressly assigned, remain with Software Quality Lab or the holder of the intellectual property rights to the software.

2.3   Software Subscription

If the Software Product is subscribed, the software subscription licenses can then be used as specified in the subscription license document.

The minimum duration of the subscription is 12 months. Billing is done monthly in advance.

After the minimum duration, the subscription and the individual amount of subscription seats can be terminated at any time by giving 1 month's written notice from the end of the month.

Termination letters or E-Mails are valid forms of correspondence.

In the instance a license subscription is cancelled, the customer is obligated to settle the remaining balance of the subscription contract period, one month after the cancellation has been received. The customer will then receive a license which is valid until the end of the contract period.

2.4   Delivery and Installation of Software

Software Quality Lab shall provide the customer with the software as compiled code or as a web-service (Software as a Service) depending on the specific software product.

Software Product may be installed by the customer itself or by Software Quality Lab.

2.5   Activation

If the Software Product is protected by software activation, depending on the type of Software Product, the customer shall receive the software together with an activation key or the Software Product has to establish a connection to an activation server of Software Quality Lab, which enables running the software in the specified environment only.

If the customer would like to use the software in another environment, Software Quality Lab will provide the customer with a new activation key based on the condition that the previous installation is deactivated. The changeover is charged as an additional fee.

3   Maintenance Contract

With the purchase respectively subscription of a software license a maintenance contract is concluded between Software Quality Lab and the customer.

3.1   Scope of Maintenance

The maintenance contract entitles the customer to free upgrades, updates, hotfixes, and technical support for settings the configuration of the software during the period of the contract.

End-User support is not included in the maintenance contract. Should the customer request additional training for the general usage of the software, the services are delivered according to the terms & conditions for professional services and accruing costs will be charged according to Software Quality Lab's latest price.

3.2   Software Updates

The Software Product is periodically optimized and developed. In the scope of the maintenance contract or a valid subscription, the customer is entitled to all published major releases, upgrades, updates and hotfixes for all licensed components.

In this context, upgrade relates to a new product version with extended functionality.

Updates include small to medium extended functions and possible bug fixes.

Hotfixes are updates that eliminate specific critical errors of the product.

3.3   Definition of Support Level

End-User Support: questions of end users regarding the general usage of the software.

Technical Support: support regarding installation and configuration of the solution as well as solving technical issues.

3.4   Support

The maintenance contract entitles the customer technical support via remote support for ensuring the installation and the correct functioning of the software.

The customer should enter new support cases to the email address **support@software-quality-lab.com or** use the Support-Website **https://help.software-quality-lab.com**.

In particular, an error exists if the program does not fulfill the functions stated in the manual, produces wrong results or shows errors in a repeatable manner so that the use of the program is impossible or considerably limited.

The removal of errors shall either be made by hotfixes, updates or personal support by a Software Quality Lab employee. Provided this is acceptable to the customer, Software Quality Lab may restrict itself to provide information on how to remove the error. In this case, the customer is obliged to carry out the measures himself. This applies in particular for installing updates and hotfixes. The measure to be used depends on the error and the way to remove it.

Software Quality Lab employees are not allowed to change the customers system by themselves by using input devices.

If Software Quality Lab provides support to the customers' issues that was caused by the customer, the customer would be charged an additional fee according to the latest Software Quality Lab price rate. This also applies retro actively.

3.5   Boundaries and Conditions

- In order to get support for troubleshooting, the customer's software must be updated to the latest available software version of the Software Product at the time of the support request.
- The scope of the maintenance contract includes only the Software Product program and modules.

- Support services only include debugging however, not the installation procedure, training on the product, or technical / organizational consulting.
- Support requests are to be exclusively made by two contact persons specified by the customer.
- Should failures occur during the use or the operation of the software, then the customer shall inform Software Quality Lab only by a predetermined employee or use an online support system provided by Software Quality Lab.
- The customer shall provide all necessary information for analysis of the malfunction.
- The verification and compliance of the underlying systems is provided by the customer.
- In the event that the customer wants a customization of the Software Product he has to bear the full cost of programming and higher maintenance.

3.6 Technical deployment of support

If necessary, Software Quality Lab uses a remote management software for remote support services. The use of these programs is covered by this contract. The customer shall care for all technical requirements for the use these programs (e.g. such as opening the correct firewall ports).

Should the customer request the use of another remote maintenance software, they shall bear the costs for setting up the software at Software Quality Lab and for operating the software at Software Quality Lab if necessary. In the event that there is no remote support possible with a customer, the customer shall bear the travel costs and the travel times.

All phone calls and online sessions can be recorded for quality assurance purposes.

3.7 Service Hours and Reaction

The Service Hours of Software Quality Lab are
- 9:00 – 12:00 and 13:00 - 16:00 on Monday to Thursday and
- 9:00 – 12:00 on Friday

(Central European time zone).

Software Quality Lab guarantees reaction times within 3 working days after the notification of the malfunction.

3.8 Obligations of the Customer

The following conditions must be guaranteed for the contractual support of the Software Product programs:
- Fully functioning hardware that is suitable for the Software Product
- Fully functioning operating system
- Fully functioning libraies or basic systems needed
- Implementation of provided latest updates
- A running network
- A running connection to the activation server
- Compliance with the current individual system requirements for the Software Product

Furthermore, the customer shall collaborate during the debugging procedure within the normal limits; in particular providing information and necessary computer and employee time.

3.9 Maintenance Contract for Subscription Licenses

The maintenance contract is included in the monthly subscription price.

The maintenance contract included with the subscription licenses expires when the subscription ends.

4   Miscellaneous

4.1   Offers

Offers have a validity period of 10 days after offer date.

4.2   Reference

The customer grants Software Quality Lab the right for mentioning the customer's company name and company logo for marketing purposes.

4.3   Modifications, Supplementary

Amendments to this agreement must be made in signed writing. Verbal agreements are not seen as valid.

If any provision or provisions of this contract shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In the place of the invalid or unenforceable provision, a reasonable provision shall apply which insofar as legally possible comes closest to fulfilling the original intention of the parties to the contract had they considered this point upon conclusion of the contract. The preceding provisions apply accordingly in the case that the contract is incomplete.

4.4   Performance and Jurisdiction

The legal relationships between the parties are rising out of, or in connection with this contract, shall be governed by the laws of the Republic of Austria. The laws of the Republic of Austria are exclusively applicable, excluding the reference rules of Private International Law and excluding the UN Convention on Contracts for the International Sale of Goods (CSIG). Place of performance and jurisdiction respectively is Linz, Austria