

License Agreement

between

- licensor - (QiTASC GmbH)

and

- licensee -

about the licensing of a software-based testing automat hereinafter called QITASC TEST AUTOMATION FRAMEWORK

Preamble

QiTASC GmbH is a software development company which develops SOFTWARE for telecommunications companies (network operators, service providers as well as system providers and end users). An essential software product is the QITASC TEST AUTOMATION FRAMEWORK which has been developed for end-to-end tests of telecommunications applications. The content of this license agreement regulates the usage, which is limited in time, of the QITASC TEST AUTOMATION FRAMEWORK developed by the **licensor** and used by the **licensee**.

Scope of Agreement: The terms and conditions set forth in this agreement are applicable exclusively to the specific products of the QITASC TEST AUTOMATION FRAMEWORK that are explicitly listed in the contract between **licensee** and **licensor**. Any products not listed in the contract are not covered by these terms and conditions.

§ 1 – Transfer of Rights and Obligations

QiTASC GmbH may, as **licensor**, transfer all rights and obligations of this agreement onto third parties at any time. Without previous written agreement by the **licensor** the **licensee** shall neither transfer their rights onto third parties nor grant third parties right of use. The **licensee** shall neither rent out nor lend the software of the QITASC TEST AUTOMATION FRAMEWORK.

§ 2 – Right of Use

The QITASC TEST AUTOMATION FRAMEWORK is a software protected by copyright. Based on this agreement the **licensor** grants the **licensee** a non-exclusive right of use, against payment and limited to one year, of the QITASC TEST AUTOMATION FRAMEWORK. The right of use is limited to the amount of the stated amount of licenses in the respective order. The LICENSE may be extended after a year against payment according to the then current prices declared on the **licensor**'s website. Separate agreements are only valid in writing.

A license grants the **licensee** individual usage of the SOFTWARE on an individual server, P.C., or notebook

and allows the **licensee** to download documents as well as example tests. The **licensor** delivers a SOFTWARE KEY. The transfer of the SOFTWARE KEY onto third parties or the multiple use of the SOFTWARE KEY is strictly prohibited and will be recognized as an attempted fraud.

If a license is not extended, it will expire exactly a year after delivery of the SOFTWARE KEY. The **licensee** will be notified a month before expiry via e-mail. If the QITASC TEST AUTOMATION FRAMEWORK is still used although the license has expired, a new license will be charged according to the then currently valid terms and conditions.

Concerning the SOFTWARE of the QITASC TEST AUTOMATION FRAMEWORK, the **licensee** shall not make any changes and translations or further reproduction, not even partially or temporarily, no matter what kind and by which means. Furthermore, the **licensee** shall have no claim to reproduce, decompile or disassemble the software through Reverse Engineering. A prohibited reproduction also includes printing out the source code. The source code is not part of the delivery scope, and the **licensee** has no right on the source code.

For the usage of the delivered SOFTWARE on a further work station and/or computer system, an additional license payment is to be made and is to be run only with a further SOFTWARE KEY.

The characteristics contained in the documents and in the QITASC TEST AUTOMATION FRAMEWORK (for example, trade marks, copyright identifications, copyright notices, serial numbers, etc.) shall not be altered, removed or concealed.

The QITASC TEST AUTOMATION FRAMEWORK has been developed to run test cases in the telecommunications & IoT environment. The test cases serve as input parameters and are compiled in a formalized language. The **licensee** is permitted to generate test cases themselves, or with support of third parties, and to run them on the QITASC TEST AUTOMATION FRAMEWORK.

The **licensee** has no claim to oblige the **licensor** to support any browser versions which exceed the recommended browser versions listed on the **licensor's** website. The QITASC TEST AUTOMATION FRAMEWORK functions solely with the browser versions listed on the website or in the offers of the **licensor**.

The **licensee** shall not be entitled by this agreement to any further modules of the QITASC TEST AUTOMATION FRAMEWORK, especially not the Speech Recognition Module (for which a separate license is needed, since a third party product is used and thus a third party license is needed). The various modules are listed on the website. The **licensee** may, at any time, order additional licenses which will be charged.

Furthermore, the **licensee** shall have no claim to further develop the QITASC TEST AUTOMATION FRAMEWORK. It is only for the **licensor** to further develop or change the QITASC TEST AUTOMATION FRAMEWORK.

Penalty for Breach: In the event of unauthorized transfer or multiple use of the SOFTWARE KEY, the **licensee** will be liable to pay an additional **license** fee equivalent to the cost of each improperly used or transferred license. This fee will be charged at the then-current rates listed on the **licensor's** contract.

Additionally, the unauthorized use will result in the immediate termination of the current license without any refund, and the licensor reserves the right to pursue further legal action for infringement of this agreement.

§ 3 – Installation and Delivery

The delivery scope includes the following:

- The QITASC TEST AUTOMATION FRAMEWORK products as compressed file,
- A description of the formalized test case language and a basic user manual(docs.qitasc.com),
- A collection of example test cases (text file)

The software, all necessary documents (PDF), and example test cases of the QITASC TEST AUTOMATION FRAMEWORK will be provided solely in electronic form on the internet. The **licensee** has no claim to these documents in paper form or in any other form (for example, CD, DVD, floppy disc, USB drive, etc.) than listed on the website. The **licensee** is autonomously responsible for the installation on the servers run by the **licensee**.

§ 4 – Warranty and Liability

The **licensor** guarantees that the SOFTWARE has been produced with due care and expertise and meets all common quality standards. However, it is not possible to exclude software or configuration errors entirely. The **licensee** shall have no claim to immediate correction of an error, especially to errors which hardly impair the functionality of the product.

The **licensor** shall be committed to correct occurring SOFTWARE ERRORS at their discretion, especially software errors which impair the intended use considerably.

The **licensor** shall provide the corrections at their own discretion and planning by providing a corrected SOFTWARE version on the website. According to their wishes, the **licensee** may be notified about the provisioning of a new version via e-mail.

The **licensor** provides software for an QITASC TEST AUTOMATION FRAMEWORK to test telecommunications applications. The **licensee** is autonomously responsible for the designing and execution of test cases. Therefore, the **licensee** shall not claim for damages or compensation or claims arising of incurred telephone costs or similar claims. The **licensor** bears no liability for the wrongful use of the QITASC TEST AUTOMATION FRAMEWORK by the **licensee** and third parties.

The **licensor** is not liable for the test cases written and run by the **licensee**.

The **licensor's** warranty or liability shall be excluded in case the QITASC TEST AUTOMATION FRAMEWORK

is not suitable for the **licensee's** purposes and in case it does not co-operate with the **licensee's** systems and applications. Furthermore, a return of the license under these circumstances is excluded. The functioning and the performance characteristics of the QITASC TEST AUTOMATION FRAMEWORK are provided on the website or will be attached to an offer.

The **licensor** is not liable for the recovery of data. The **licensee** is autonomously responsible for the archiving of the test cases, configuration data and test reports. It lies solely within the **licensee's** responsibility if a test report is overwritten by a follow-up test. It also lies solely within the **licensee's** responsibility if the **licensee** knowingly or unknowingly deletes test cases or other data. The **licensor** shall not be liable for these and similar user errors.

If the **licensor** is liable for compensation for ordinary negligence the compensation is limited to all typically foreseeable losses.

According to the state of the art, it is not possible to exclude all errors in the computer software. In case a defect or error occurs, the **licensee** is obliged to write a detailed description of the defect, including the following accurate indications:

- Date and time,
- Description of the test case which has been run,
- The conditions in which the presumed error has occurred,
- Type of the used terminal, agents and their configurations,
- The report resulting from the test case, respectively the system logs

The goal is to analyze precisely the presumed error, respectively the appearance of the presumed defect and thus exclude operating errors.

If the error or defect is esteemed justified, the **licensor** will analyze and correct this error or defect at their own discretion. However, the **licensee** is also entitled to refuse the correction altogether, if the correction creates unreasonable costs.

Furthermore, the **licensor** shall not be liable for defects or errors which may occur by undersized computer systems (memory, billing increment, disk capacity, etc.). The **licensee** shall be autonomously responsible for the configuration and sizing of their computer systems.

Concerning damages and compensation in the following cases the statutory provisions apply: liability claims, claims resulting from injury to life, limb or health of the **licensee** which are based on willful or negligent violation of duty from one of QiTASC GmbH's legal representative or agent. Furthermore, claims which are based on QiTASC GmbH having fraudulently concealed a defect or having given a guarantee for the condition of the item.

Limitation of Liability: The **licensor's** liability for damages, regardless of the legal basis, including but not limited to liability arising from ordinary negligence, shall be limited to a maximum of 25% of the software license fee paid by the licensee. This limitation applies to all forms of compensation, including but not limited to direct, indirect, incidental, or consequential damages. Concerning damages and compensation in the following cases the statutory provisions apply liability claims, claims resulting from injury to life, limb, or health of the licensee which are based on willful or negligent violation of duty from one of QiTASC GmbH's legal representatives or agents. Furthermore, claims which are based on QiTASC GmbH having fraudulently concealed a defect or having given a guarantee for the condition of the item.

§ 5 – Obligation of the Licensee

The **licensee** is especially obliged to use the hardware platforms, respectively the operating software recommended by the **licensor**. Furthermore, the **licensee** is obliged to arrange for suitable memory resources (RAM) and the necessary disc capacity.

Furthermore, the **licensee** is obliged to take precautions concerning backups and against unauthorized access from third parties (for example, antivirus software, firewalls, etc.). For this purpose, the **licensee** is

obliged to use state of the art applications available on the market.

The **licensee** provides the necessary conditions for running test cases and checks the functionality of the QITASC TEST AUTOMATION FRAMEWORK with the example test cases.

§ 6 – Service

Support and service may be bought additionally to a license (Annual Service License). Beginning and end of service are based on the runtime of the QITASC TEST AUTOMATION FRAMEWORK license. The service also includes a 48-hour workaround solution, which means, for example, that if an emergency error (QITASC TEST AUTOMATION FRAMEWORK does not work anymore although all basic conditions are fulfilled) occurs during a workday (8 a.m. to 7 p.m.), a correction or a workaround will be delivered within 48 hours.

- Example 1: Monday 18:36 Emergency Error. The corrections will be delivered by Wednesday 18:36, latest.
- Example 2: Friday 17:22 Emergency Error. Corrections will be delivered by Tuesday 17:22 latest (Saturday, Sunday and holidays are no workdays and will not be regarded as such).

§ 7 – Payments

The **licensor** provides the **licensee** with the software and especially the SOFTWARE KEY for the license fee listed on the website or in an offer. The SOFTWARE KEY will only be sent to the **licensee** after the payment has been received. A discount will only be given when a written agreement on the matter has been concluded.

Non-refundable license fees. Unless mandatory law provides otherwise, the LICENSE FEE is non-refundable once the LICENSOR has delivered the SOFTWARE KEY to the LICENSEE and/or the LICENSE has been activated or used. No refunds, credits, or pro-rata reimbursements are granted for partially used license periods, early termination by the LICENSEE, or non-renewal.

All license fees are stated in net values to which the value added tax will be added.

§ 8 – Copyright

QITASC GmbH owns the copyright as well as all consequently resulting property rights, rights of use and rights of exploitation to all documents and software protected by copyright which are delivered to the **licensee** in the context of the licensing. Rights will be granted exclusively in the way described in section "§ 2 – Rights of Use". QITASC GmbH shall have copyright infringements prosecuted under civil and criminal law.

§ 9 – Place of Jurisdiction

This agreement is subject to Austrian law. The place of jurisdiction for any disputes is Vienna. Any possible

side agreements to this contract are only valid if they exist in writing and have been signed by the **licensor**.

§ 10 – Severability

If any provision of this agreement is held to be unenforceable or invalid in whole or in part, the other provisions remain in effect. **Licensor** and **licensee** are obliged to replace an unenforceable or invalid provision with one that is enforceable and valid and comes closest to expressing the legal and economic intention of the invalid or unenforceable provision thereof.