

Terms of Use of the Cloud-based Test Version of ReqSuite®

Area of Applicability: These terms of use shall apply solely to contracts made regarding the use of the Cloud-based test version of ReqSuite®. All other contracts between OSSENO Software GmbH and the customer shall be governed exclusively by the General Terms and Conditions of OSSENO Software GmbH.

Conclusion of Contract: The contract is concluded when the customer electronically requests activation of test access (via email or website form) and receives a corresponding electronic confirmation from OSSENO Software GmbH. OSSENO Software GmbH shall not be required to observe any particular deadline in this regard.

Fees: The use of the Cloud-based test version is free of charge.

Termination and End of Contract: The contract and thus the right to use the test version automatically ends after 30 days. On the day of the termination, the customer shall immediately and irrevocably delete, resp. destroy, all local installations and possibly created copies of the provided software. However, the customer has the right to export their data that is stored in the Cloud-based test version of ReqSuite® prior to the termination of the contract. OSSENO Software GmbH reserves the right to withdraw the usage right from a customer prior to the end of the 30-day period.

Quality Defects & Liability: The customer is aware of the fact that the Cloud-based test version of ReqSuite® is software in the “beta” stadium, more specifically in the “perpetual beta” stadium. The customer shall recognize this fact, shall use the software at their own risk, and shall relieve OSSENO Software GmbH of any liability claims, unless there is harm to life, body, or health, or unless intention or gross negligence on its part can be proven. This also includes claims in the case of loss of data or any damage to, resp. impact on, other systems of the customer, as well as lost profits, savings that did not materialize, damage resulting from claims by third parties, as well as any other indirect or direct consequential damages. The customer is also aware of the fact that the Cloud-based test version of ReqSuite® is hosted in the Microsoft Azure Cloud. The availability of the system as well as the safeguarding of the stored data, for instance against theft, loss, and unauthorized access, is thus beyond the area of responsibility of OSSENO Software GmbH. OSSENO Software GmbH will only warrant availability and security to the extent that

these are warranted to OSSENO Software GmbH by Microsoft Azure.

Usage Rights: In the context of this usage contract, the customer gets a non-exclusive, non-transferrable usage right for the Cloud-based test version of ReqSuite® that is limited to one user and 30 days. The software product falling within the scope of this contract is subject to copyright protection. The customer shall acknowledge the copyrights and other commercial protection rights of OSSENO Software GmbH. The copyright and all rights to processing, copying, and exploiting the contractual software product, as well as all other rights related to it, shall remain with OSSENO Software GmbH. Unless mandatory statutory law stipulates otherwise, the customer does not have permission to modify, edit, copy, or reproduce the software product or any associated materials made available (e.g., documentations). In particular, the customer is not granted any rights to the source code of the software product. Correspondingly, the customer is not authorized to perform reverse engineering or decompilation, nor any type of editing or other modification to the software product. Furthermore, the customer is not authorized to pass on the contractual software product to third parties, neither for a fee nor free of charge, neither permanently nor for a limited period, without the consent of OSSENO Software GmbH. The customer thus undertakes to respect the rights of OSSENO Software GmbH and, in particular, a) not to exceed the usage scope; b) not to pass on copies of the software to third parties nor to allow third parties to make copies; as well as c) not to perform any other modifications or interventions regarding the contractual software product that would violate copyrights.

Maintenance and Service Support: As a matter of principle, services such as extended functions, adaptations to special hardware not supported in the current version, installation, (phone) support, maintenance, training, etc. are not owed by OSSENO Software GmbH. In particular, OSSENO Software GmbH is also not obligated to offer the customer or possible third parties the possibility to enter into corresponding service contracts or to offer maintenance and service support. It shall be entirely up to OSSENO Software GmbH to offer such services for a fee or to provide them free of charge as a gesture of goodwill.

Amendments to the Subject Matter of the Contract: OSSENO Software GmbH reserves the right to react to technical modifications or legal changes

and to update the Cloud-based test version of ReqSuite® at their sole discretion, even without advance notification of the customer. If this results in new installations on the client side for the customer or requires the customer to perform data export, OSSENO Software GmbH shall inform the customer.

Confidential Information and Privacy

Both parties shall not disclose any confidential information received from the other party, shall keep such information in a safe place, shall safeguard it against theft, damage, loss, and unauthorized access, and shall use it for no other purposes than those stipulated in this contract. In addition, both parties shall ensure that their employees, agents, representatives, and customers comply with these obligations. These obligations shall also remain in place for a period of three years following any amendments or extensions of this contract, or its termination. This does not apply to information that is accessible to the public or which becomes public at a later time through no fault of the recipient. Personal data made available by the customer in the contract shall be processed by the parties in compliance with the European Data Protection Directive and subsequent legislation in the respective applicable versions. For the purposes of this contract, data processing shall be performed using electronic and other means. With regard to all customer data to be processed in the context of this contract, OSSENO Software GmbH undertakes to put in place appropriate, economically adequate, and sufficient technical and organizational security measures to protect this data and information. However, these regulations shall not affect the protection of the data and information provided by the customer in the Cloud-based test version of ReqSuite®, which is regulated in the above section called "Quality Defects and Liability".

General: OSSENO Software GmbH has the right to amend these terms of use at any time. Should any individual provisions of these terms be or become invalid in part or in their entirety, the remaining provisions shall remain unaffected thereby. Any amendments and modifications shall be made in writing in order to be effective. If the customer is a businessperson, the place of business of OSSENO Software GmbH shall be the place of jurisdiction. However, OSSENO Software GmbH is also entitled to file suit against the customer at the place of jurisdiction responsible for the customer's place of business. Unless indicated otherwise in the order confirmation, the place of business of OSSENO Software GmbH shall be the place of performance. This contract shall be governed by the laws of the Federal Republic of Germany, with the exception of

the United Nations Convention on Contracts for the International Sale of Goods.

Last update: 13 November 2016

Disclaimer: The English translation of these Terms of Use is provided as a courtesy and for informational purposes only. Only the German version of these Terms of Use is legally binding.