



LICENSE AGREEMENT FOR SÖREN

This license agreement is concluded between

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Amtsgericht Hamburg HRA 110500
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(hereinafter "SMIT")

and you as a natural or legal person (hereinafter "user").

By clicking, the user confirms that he has read this contract and agrees to the content of the contract. Should the contract be concluded by a representative of the user, the representative confirms by clicking that he has the unrestricted legal authority to conclude this contract on behalf of the customer, to have read this contract and to agree to it on behalf of the customer.

Preamble

The user plans to use the web application "Sören" (hereinafter: Sören) developed by the Licensor in his company. With the product Sören, the user is able to create, manage and execute test plans and test cases. Sören provides assistance in this regard. Sören also provides an evaluation of the results. SMIT therefore grants the user the possibility of using Sören for a limited period of time on the basis of this contract for access via his internet connection and provides him with storage space for his application data.

§ 1 Subject matter of the contract

(1) The subject matter of this contract is the provision of the Sören web application for the term of the contract together with the granting of the rights required for its contractual use in accordance with § 5.

(2) SMIT's contractual terms and conditions, which shall become part of the contract, shall apply exclusively. Contractual terms and conditions of the user shall not apply. Counter-confirmations by the user with reference to his own terms and conditions are expressly rejected.

(3) Sören is operated by SMIT as a web-based SaaS or cloud solution. The user shall be enabled to use the software stored and running on the servers of SMIT or a service provider commissioned by it via an internet connection for his own purposes during the term of this contract.

(4) Installation and configuration services are not the subject of this contract but may be agreed separately between the parties.



§ 2 Registration, conclusion of the license agreement

(1) By registering on the website <https://soeren.app> with his name, e-mail address and company, the user makes an offer to conclude this license agreement.

(2) After successful registration, the user receives a confirmation e-mail with his access data. Upon receipt of the confirmation e-mail, the contract shall be deemed concluded.

§ 3 Access authorization

The user shall receive an access authorization for each of the workstations specified in the order, consisting of the e-mail address specified by the user and a password. The password may be changed by the user, whereby passwords must consist of at least 6 characters, composed of upper- and lower-case letters, numbers and special characters. The user may only disclose the e-Mail address and the respective password used by him to authorized persons and is otherwise obliged to maintain secrecy.

§ 4 Type and scope of the service

(1) SMIT shall provide the user with the latest version of Sören for use at the router exit of the computer center in which the server with the software is located ("transfer point"). The Sören software, the computing power required for use and the required storage and data processing space shall be provided by SMIT. However, SMIT does not owe the establishment and maintenance of the data connection between the user's IT systems and the described handover point.

(2) SMIT shall provide Sören to the user during the agreed term but excluding agreed periods of unavailability. During these periods, SMIT is entitled to maintain Sören, carry out data backups or other work. This is usually the case every 14 days at night-time. The user hereby agrees that there will be a short-term night-time unavailability every 14 days during the entire term of the contract. SMIT will inform the user in good time about further necessary and planned unavailabilities. In the event of important reasons, the user will not unreasonably refuse his consent to this.

§ 5 Granting of rights

(1) In return for payment of the fee pursuant to § 7 of this agreement, the user shall be granted the non-exclusive, non-transferable and non-sublicensable right to use the software to the extent granted in this agreement, which right shall be limited in time to the term of the license agreement.

(2) The user shall use Sören exclusively on the server: No physical transfer to the user shall take place. The user may only use Sören for his own business activities.

(3) For the term of the agreement, SMIT grants the user the non-exclusive, non-transferable right, limited in time to the term of the license agreement, to load the user interface of the software for display on the screen into the main memory of the end devices used for this purpose in accordance with the agreement and to make the resulting reproductions of the user interface.

(4) If SMIT makes new versions, updates, upgrades or other new deliveries with regard to Sören during the term, the above rights shall also apply to these.



(5) The user shall not be entitled to any rights not expressly granted to the user above. In particular, the user shall not be entitled to use Sören beyond the agreed use or to have Sören used by third parties or to make Sören accessible to third parties. In particular, it is not permitted to reproduce Sören, to sell it or to make it available for a limited period of time, in particular not to rent or lend it.

§ 6 Obligations of the user, liability

(1) The user shall take the necessary precautions to prevent the use of Sören by unauthorized persons.

(2) In particular, the user undertakes to use only anonymized test data when using Sören.

(3) SMIT shall not be liable for any infringement of third-party rights by the user if and to the extent that such infringement results from a transgression of the rights of use granted under this contract. In this case, the user shall indemnify the provider upon first request against all claims of third parties. This shall also apply in the event that the user breaches his obligation pursuant to para. 2.

§ 7 Remuneration, due date and default

(1) The remuneration for the granting of use and the provision of storage space including data backup is shown in the respective current price list. If the contract is not concluded on the first day of a calendar month, the rent payable for the first month shall be calculated on a pro rata basis according to the remaining days of the month, beginning with the day following the provision of the software.

(2) The rent for the respective month shall be due in advance on the 3rd working day of each month. In the first month of the rental period, the rental fee shall be due upon complete provision of the software.

(3) SMIT shall be entitled to reasonably increase the agreed prices for the contractual services to compensate for increases in personnel and other costs. SMIT shall notify the user of these price increases in writing or by e-mail; the price increases shall not apply to periods for which the user has already made payments. If the price increase amounts to more than 10% of the previous price, the user is entitled to terminate the contract in its entirety with a notice period of one month to the end of a calendar month; if the user exercises this right of termination, the prices that have not been increased will be charged until the termination takes effect. SMIT shall inform the user of this right of termination together with each notice.

(4) Interest on arrears shall amount to nine percent (9%) above the base interest rate applicable at the time.

§ 8 Term and termination

(1) The contract is concluded for an indefinite period. It may be terminated by either party with one month's notice to the end of the month, but no earlier than one month after the commencement of the contract.

(2) Furthermore, the license agreement may be terminated in writing by either party without notice for good cause. Good cause entitling SMIT to terminate the agreement shall be deemed to exist in particular if the user infringes SMIT's rights of use by using Sören beyond the scope



permitted under this agreement and fails to remedy the infringement within a reasonable period of time following a warning by SMIT.

(3) Notice of termination must be given in writing.

(4) In the event of termination, the user shall cease using the software and remove all installed copies of the program from his computers as well as immediately return to the licensor any backup copies that may have been made or destroy them, at the licensor's discretion.

§ 9 Confidentiality

(1) The parties undertake to keep Confidential Information of the other party strictly and unconditionally secret and to protect it by appropriate technical and organizational precautions. This obligation shall continue for a period of 2 years after termination of the contract.

(2) Excluded from this obligation is such Confidential Information,
a) which was demonstrably already known to the recipient at the time of conclusion of the contract or subsequently becomes known to it from a third party without violating a confidentiality agreement, statutory provisions or official orders;
b) which are public knowledge at the time of the conclusion of the contract or are made public thereafter, insofar as this is not based on a breach of this contract;
c) which are required to be disclosed by law or by order of a court or public authority. To the extent permissible and possible, the recipient obliged to disclose shall inform the other party in advance and give it the opportunity to oppose the disclosure.

(3) The parties will only grant access to Confidential Information to advisors who are subject to professional secrecy or who have previously been subject to obligations equivalent to the confidentiality obligations of this Agreement. Furthermore, the parties will only disclose the Confidential Information to those employees who need to know it for the performance of this contract and will also oblige these employees to maintain confidentiality to the extent permitted by labor law for the time after their departure.

(4) Any culpable breach of the above confidentiality obligations shall result in a contractual penalty of EUR 6,000. Further claims of the parties remain unaffected.

§ 10 Miscellaneous

(1) The user may transfer rights and obligations arising from or in connection with this contract to third parties only with the written consent of SMIT.

(2) Offsetting is only permitted against undisputed or legally established claims of SMIT.

(3) Amendments and supplements to the contract must be made in writing. This also applies to the amendment or cancellation of this clause.

(4) The user's general terms and conditions shall not apply.

(5) This contract shall be governed exclusively by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods of 11.4.1980 (UN Sales Convention).

(6) The place of performance as well as the exclusive place of jurisdiction for all disputes arising from this contract shall be the registered office of SMIT, provided that the user is a



merchant, a legal entity under public law or a special fund under public law. The same shall apply if the user is an entrepreneur within the meaning of § 14 BGB.

(7) Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. The parties shall endeavor to find a provision in place of the invalid provision that comes closest to the contractual objective in legal and economic terms.