



License agreement for web2test

itCampus Software- und Systemhaus GmbH

Version 1.1 dated 16 April 2009

1. Basis of the agreement

1.1 Preamble

web2test is a tool for the automated testing of web-based applications. The software comprises a front end developed by Quality First Software GmbH (QFS) and the web engine Meex2 developed by itCampus Software- und Systemhaus GmbH (itCampus).

This agreement regulates the licensing of web2test. Counter-confirmations and the general terms and conditions of parties to the agreement (licensees) are hereby expressly overruled. This shall also apply if a price offer has been submitted or accepted by parties to the contract invoking the priority of their own general terms and conditions.

1.2 Exchange agreement

Under the terms of this agreement, services are exchanged. However, this does not establish any corporate connection between itCampus and the licensee.

1.3 Transfer of rights and obligations

itCampus may at any time transfer all the rights and obligations stemming from this agreement to third parties. The licensee may neither transfer the rights specified in Section 1.2 to third parties nor grant third parties any other rights of use without the prior written consent of itCampus.

2. Content of services

2.1 Granting of licenses

The web2test software is protected by copyright. itCampus is entitled to grant third parties rights to use and exploit web2test. Under this license agreement, the licensee is granted the non-exclusive right to use the software for an unlimited period (but must abide by the provisions governing the demonstration and evaluation versions of web2test in this section and Section 4 of this license agreement). This right of use is limited to the version acquired, i.e. separate licenses must be obtained for any new versions acquired. The right of use is also limited to the number of licenses specified in the order and the locations and networks stated therein. The simultaneous use of web2test is restricted to the number of licenses stated in the order. The use of web2test is restricted



to the execution of internal software tests by the licensee. web2test may not be passed on to any third party/parties by the licensee.

The web2test licenses acquired from itCampus cannot be expanded to include the Java engines Swing or SWT offered by QFS. The combination of Java and a web engine in the same license is only available from QFS.

In all other respects, the license conditions contained on the web2test website (www.web2test.de) and/or provided with the software apply.

itCampus makes a free demonstration version with restricted functions available to non-registered licensees. It only allows users to create their own test scripts and to load the test scripts supplied; users cannot save or load their own test scripts.

In addition to the free demonstration version, itCampus also offers non-registered licensees a free evaluation version. This version features the full range of functions but only operates for a limited period of time.

Apart from the restrictions mentioned, the granting of licenses for the demonstration and evaluation versions corresponds to that of the full version. However, additional restrictions are possible at itCampus's discretion. Moreover, no manuals, documentation, updates and/or support are owed for the demo or evaluation versions.

The purpose of licensing demonstration and evaluation versions is to enable customers to decide during the test period whether the software can be permanently used in their business operations and hence whether to purchase it from itCampus.

2.2 Delivery and installation

web2test is solely distributed by means of internet download. Licensees are fully responsible for the installation and functionality of the computers and networks they operate. No installation services are owed by itCampus. By downloading the software, the licensee expressly agrees that additional information about web2test and itCampus may be sent to him by way of advertising (including by e-mail). This agreement may be revoked by the customer at any time.

2.3 Manuals and documentation

All manuals and the entire documentation for web2test are made available in HTML or as a PDF file in German and English. The licensee has no right to have these documents provided in printed form.



2.4 Updates

itCampus is entitled to make minor updates (versions containing the rectification of a number of bugs) for web2test available free of charge. Licensees do not have the right to demand such minor updates. However, this does not affect the guarantee obligation of web2test specified in Section 3.1.

New versions of web2test shall be made available by itCampus at its own discretion in the form of medium upgrades (versions with additional/expanded functions) or major upgrades (versions with a greatly expanded scope of functions) in accordance with the terms and conditions on web2test's current website.

2.5 Support and maintenance

Support and maintenance services are not covered by this licensing agreement and must if required be separately agreed between the licensee and itCampus. Unless otherwise individually agreed between the parties, they are governed by web2test's Standard Software Maintenance Agreement, which can be downloaded from www.web2test.de.

2.6 Payment

The prices quoted on the current web2test website are deemed to be agreed. All invoiced amounts shall become payable upon the submission of invoice by itCampus.

3. Securing of services

3.1 Warranty

The licensee shall examine the items delivered under this agreement within eight days of delivery for defects of quality or quantity.

Any defects which are or can be found must be reported to itCampus within another eight working days in writing. Notice of defects must include as detailed a description of the defects as possible. Defects which are not discernible during the due examination described must be reported to itCampus within eight working days of their discovery observing the claim requirements described.

Should the examination and claim obligations be violated, the items delivered under this agreement shall be deemed to have been approved in terms of both quality and quantity.

In the event of a faulty product, itCampus shall have the option of either remedying the defect or supplying a flawless product instead. Should repair not be successful within a suitable period of time and should it remain unsuccessful after an appropriate extension set by the licensee, or if itCampus refrains in writing from carrying out repair, the licensee shall be entitled to claim his or her additional statutory warranty rights.



itCampus is entitled to provide a workaround for any defects if they can only be repaired at disproportionately high time and expense and if the use of the product as required is not seriously impaired.

itCampus shall no longer be obliged to uphold the warranty if any changes are made and/or attempted repairs are carried out on the product without the express prior written permission of itCampus. The licensee shall, however, be entitled to explain and prove that the changes and/or attempted repairs are not connected in any way to the defect that has occurred and will not essentially impede analysis or repair of the defect.

The licensee shall support itCampus in connection with ascertaining and repairing the defect, and if requested by itCampus shall produce and/or print out useful information, provide any other information to support error analysis and repair, and allow inspection of documents indicating the exact circumstances surrounding the occurrence of the defect without delay.

Warranty claims may not be based on any defects in the product which, given the state of the art, were unavoidable when the agreement came into effect and this can be suitably proved by itCampus.

3.2 Exclusion and limitation of liability

3.2.1 Claims for compensation or reimbursement on the part of the licensee, irrespective of their legal basis, are excluded if the damage or injury is not attributable to culpable or grossly negligent breach of duty or the violation of a material contractual obligation by itCampus, its legal representative or vicarious agent. Material contractual obligations are those without the fulfilment of which the proper implementation of the agreement would not be possible, particularly itCampus's obligation to deliver the software and to grant rights to use it.

3.2.2 Assuming itCampus, its legal representative or vicarious agent are guilty of simple negligence, the licensee's claims for compensation are restricted to the typically foreseeable damage and/or injury.

3.2.3 The exclusion or limitation of liability in accordance with Sections 3.2.1 and 3.2.2 shall extend to claims stemming from product liability. Furthermore, they shall not apply to cases of personal injury to or the impaired health of the licensee founded on the negligent breach of duty on the part of itCampus or the culpable or negligent breach of duty on the part of itCampus's legal representative or vicarious agents. Moreover, they do not apply if itCampus maliciously concealed the defect or assumed a specific guarantee.

3.2.4 itCampus reserves the right to raise the defense of contributory negligence on the part of the other party to this agreement. The licensee is in particular obliged to back up data and institute anti-virus measures in a state-of-the-art manner. Data must be backed up at suitable intervals depending on the application(s) involved, as a rule on a daily basis, so that they can be restored with reasonable use of time and resources. In the event of data loss for which itCampus is responsible, itCampus shall



only be liable to the extent of the time and resources that would be required if the data had been properly backed up and anti-virus measures taken.

3.3 Limitation

The periods of limitation are as follows:

- a) One year from the delivery of the software in the case of claims for repayment due to withdrawal or reduction, and for no less than three months from the submission of the effective declaration of withdrawal or reduction in connection with due notification of defects;
- b) One year in the case of other claims stemming from material defects or defects of title;
- c) Two years in the case of other claims for compensation or the reimbursement of fruitless expenditure starting from the time at which the licensee became aware of the circumstances substantiating the claim or should have become aware of them if not for gross negligence. Limitation shall come into effect no later than the expiry of the maximum periods specified in Section 199 German Civil Code.

The statutory period of limitation shall, however, always apply in connection with claims for compensation or reimbursement in the following cases: claims stemming from product liability; claims related to personal injury or the impaired health of the licensee founded on the negligent breach of duty on the part of itCampus or the culpable or negligent breach of duty on the part of a legal representative or vicarious agent of itCampus; and claims based on itCampus maliciously concealing the defect or assuming a specific guarantee.

The original warranty periods shall be neither suspended nor restarted due to the remedy of defects to the software delivered.

3.4 Copyright

itCampus maintains all copyright as well as the resulting property rights, rights of use and exploitation rights to the technology introduced by itCampus and all extensions made to third-party sources by itCampus.

The web2test licenses acquired from itCampus cannot be expanded to include the Java engines Swing or SWT offered by QFS. The combination of Java and a web engine in the same license is only available from QFS.

Rights are solely granted in the form specified in Section 2.1. Legal infringements, especially violations of copyright, shall result in legal proceedings being instituted by itCampus involving civil and/or criminal prosecution.



4. Implementation of the agreement

This agreement shall come into effect upon the acceptance of this licensing agreement by the licensee.

itCampus makes a free demonstration version with restricted functions available to non-registered licensees. It only allows users to create their own test scripts and to load the test scripts supplied; users cannot save or load their own test scripts.

In addition to the free demonstration version, itCampus also offers non-registered licensees a free evaluation version. This version features the full range of functions but only operates for a limited period of time.

When an order is placed, a licensing file limited to two months' use is provided. As soon as payment has been completed, an unlimited licensing file shall be provided.

5. General conditions

5.1 Applicable law and venue

These general terms and conditions of business are exclusively governed by German Law. Should German Law refer to other legal systems, such referral is hereby ruled out. The applicability of the Convention on Contracts for the International Sale of Goods is hereby excluded.

Should the parties to this agreement be general merchants or registered traders, public corporations or public sector special funds, the sole venue for both parties shall be the location of itCampus's registered office. The same shall apply if a party to the agreement has no general domestic jurisdiction. In such cases, however, itCampus shall be entitled at its discretion to take legal action at the location of the registered office of the other party to this agreement.

5.2 Legal requirement of writing and text form

Any amendments or additions to this agreement as well as any other legally material declarations by the parties shall only be valid if made out in writing or text form (e.g. by e-mail or fax) in order to be effective. This shall also apply to the suspension of this clause: the requirement of the written form can only be waived following agreement in writing or text form.

5.3 Interpretation of the agreement

Should any provisions of this agreement be or become void, ineffective or unenforceable, the remaining provisions shall remain in full force and effect. The same shall apply to any loopholes in individual provisions and/or parts of these general terms and conditions. In such cases, the parties



shall consensually replace the provision that is void or contains a loophole by another, legally effective provision corresponding as closely as possible to the purpose of the original provision.