

Special Terms and Conditions with regard to the Provision of Test Software (Test License)

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Article 1 Scope of application

1. RA Consulting shall provide the Client with time-restricted test versions of software products (hereinafter "Test Software") to be used in-house for testing and verification purposes, pilot programs, or training and demonstration purposes (hereinafter "Test Purposes"), in accordance with the respective Individual Contract, the Special Terms and Conditions specified hereinafter, and as a supplement to the General Terms and Conditions (GTC).
2. The scope of delivery and services shall be determined by the offer, the order confirmation by RA Consulting and/or a separate written agreement (hereinafter "Individual Contract"), and the description of services. Unless agreed otherwise, the Test Software shall be provided in the version currently valid at the time of delivery.
3. For third-party software (including Open Source) supplied by RA Consulting, substantially the license- and usage conditions of the third-party manufacturer shall apply. In principle, the Client shall only receive the rights to the third-party software that are necessary for the use thereof in conjunction with the Test Software. If the license- and usage conditions of the third-party manufacturer contain gaps, the usage rules in these Special Terms and Conditions shall apply, as an alternative.
4. These Special Terms and Conditions do not contain any provisions which would oblige RA Consulting to maintain the Test Software or to provide support services for said Test Software.
5. The Client is aware that the Test Software provided may concern prototypes, beta versions or the like, which have not yet been fully tested as to their being error-free and stable for all intended purposes, in production conditions.

Article 2 Provision of Test Software

1. The time-restricted provision of the Test Software shall be effected by RA Consulting, as follows: the Client shall be provided with the Test Software on data carriers, or the data shall be made available to the Client in a network and



the Client shall be informed accordingly (Download). The Test Software documentation may only be available to a limited extent, due to the nature of the Test Software.

2. The Client shall receive the Test Software in machine code (executable version). The Client has no claim to the provision of the source code.
3. The Client himself shall install the Test Software in his system environment.

Article 3 sage rights of the Client

1. The exclusive ownership-, usage- and exploitation rights to the Test Software shall remain with RA Consulting or its licensors. The Client shall receive (where applicable, subject to the payment of the remuneration agreed for that purpose) a simple usage right to the Test Software, the time of which is limited to the test phase. The Client may only use the Test Software to the extent stipulated in the contract. Each license or number of licenses shall require an agreement with respect to its use to be drawn up in advance. The usage authorization shall be limited to the Test Software specified in the Individual Contract, even if the Client can technically access other Test Software components. The Client shall receive the usage authorization for a limited time period. The following shall apply:
 - a) RA Consulting shall grant the Client a non-exclusive, time-restricted right, limited to one computer per license, to use the Test Software in the Client's company for his own Test Purposes and in accordance with these Special Terms and Conditions and his respective Individual Contract.
 - b) The Client's usage authorizations shall be limited to such actions that serve Test Purposes, in particular the determination of the applicability of the Test Software and its suitability for the Client's operations. In particular, editing, decompiling, a productive operation of the Test Software or the preparation for such a productive operation shall not be permitted. Furthermore, so-called "benchmarking" against third-party software or any use in connection with



software development by the Client or Third Parties shall be expressly prohibited.

- c) Renting-out, or other forms of temporary assignment, time-sharing, use in the context of online services (ASP), and the data center- or outsourcing operation, or any other use of the Test Software for Third Parties, regardless as to whether against payment or not, shall require the prior written consent of RA Consulting. In particular, the data center operation for other companies, or the use of the Test Software for training persons who are not employees of the Client, or the use of the Test Software by such persons, shall not be permitted.
 - d) The sub-licensing of the Test Software, i.e. the granting of usage rights to Third Parties, shall be prohibited.
 - e) The Client may not change or remove copyright notices or other features serving to identify the program.
2. Should the Client receive a new version of the Test Software which replaces a previously provided version of the Test Software, the Client's rights with respect to the previously provided and now-replaced version shall expire as soon as the Client uses the new version.
 3. Any use of the Test Software that goes beyond the provisions stipulated in these Special Terms and Conditions or the relevant Individual Contract shall require the written consent of RA Consulting. Any use without this written consent shall entitle RA Consulting to invoice the Client for this further use, in accordance with the respective valid price lists. RA Consulting reserves the right to compensation for further damages. The Client is obliged to notify RA Consulting in advance in writing of any change affecting his usage right or the remuneration.
 4. The Client shall ensure that all End Users accept and comply with the license- and usage stipulations specified in these Special Terms and Conditions.



Article 4 Activation, Registration and Obligations of the Client

1. Any User of the Test Software must register as a Client with RA Consulting.
2. During the installation of the Test Software, a hardware-specific activation code may be generated. The Client must transmit this activation code to RA Consulting, stating his identity. If the Client is registered with RA Consulting, he shall receive a license file and a license key, with which he can finalize the installation of the Test Software and use the Test Software in accordance with the contract.
3. In the event of a mere hardware change, without further passing-on the Test Software, the activation procedure may have to be repeated. In such cases, RA Consulting may request the Client to furnish a deletion confirmation with regard to the installation on the previous hardware, prior to the reactivation, and may carry out an audit.
4. The Client shall take reasonable measures to protect the Test Software from unauthorized access by Third Parties. In this context, reference is made to the Client's obligations to co-operate (Article 3 of the GTC).
5. In order to enable RA Consulting to improve and further develop the Test Software at its own discretion, the Client shall promptly inform RA Consulting in writing about any defects or errors in the Test Software, and comprehensibly document the circumstances as to how the defects or errors occur. In addition, Article 7.5 of the GTC shall apply.

Article 5 No license fee

RA Consulting shall provide the Client with the Test Software free-of-charge, unless stipulated otherwise in the Individual Contract.

Article 6 Warranty and Liability

1. The responsibility and liability of RA Consulting for the provision of the Test Software, free-of-charge, conforms with Article 599 of the German Civil Code.



Liability for legal and material defects is governed by Article 600 of the German Civil Code. In the event that RA Consulting is liable for gross negligence, its liability, regardless of the legal basis (contract, tort), shall be limited to the compensation of foreseeable and typical damage. The legal liability in the event of injury to life, body and health as well as any legal liability in accordance with the German Product Liability Act shall remain unaffected. The Contracting Parties hereby quantify the foreseeable damage, typical for the contract, with regard to potential liability risks in connection with the provision of Test Software, at a maximum of EUR 1,000.00.

2. If the Test Software was provided to the Client directly by RA Consulting, in addition, the General Terms and Conditions of RA Consulting shall apply to the warranty (see Articles 6 and 7 of the GTC).
3. If the Test Software was provided to an (End) Client by an Intermediary, this Client shall only be entitled to warranty claims against the Intermediary.
4. In addition, for the liability of RA Consulting, Article 8 of the GTC shall apply.

Article 7 Termination

1. The duration of the respective Test Software trial period shall be conform with the Individual Contract. Unless otherwise agreed therein, the Test Software trial period shall end no later than three (3) months after the Test Software has been provided.
2. The present contractual relationship between RA Consulting and the Client with regard to the use of the Test Software can be duly terminated by either of the Contracting Parties in writing (e.g. by e-mail) with a notice period of one (1) month, without reason.
3. In all cases of termination of his usage right (e.g. after expiration of the Test Software trial period), the Client shall return all deliveries and copies of the Test Software and delete any stored Test Software. The Client shall assure RA



Consulting in writing that this process has been completed. RA Consulting shall have the right to audit for verification purposes.

Article 8 Miscellaneous

1. The Client alone shall be responsible for the legally-compliant use of the Test Software. The Client assures that he will comply with the relevant legal or official regulations and requirements (e.g. for data protection or with respect to export control).
2. RA Consulting is subject to the Export Control Laws and Regulations of Germany and the European Union. The Client confirms that the Test Software will not be sent to, transmitted to or executed in Third Countries, either directly or indirectly, and that he will not use, in any way or manner, the Test Software in violation of applicable laws, regulations or agreements, in particular with respect to export control.
3. RA Consulting reserves the right (i) to change the functionalities as well as the technical and graphic design of the Test Software at any time, e.g. to add new functions, (ii) to further develop the Test Software, (iii) to make available updates, upgrades or other actualizations of the Test Software, (iv) to provide the Test Software or certain functions only against payment, and (v) to discontinue the Test Software in its entirety or in part. The Client, however, shall have no legal claim thereto.

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