

Terms of Use for using the Q-DAS Demo Software on the Q-DAS Web-Demo Server

1. Scope

- (1) These Terms of Use govern the contractual relationship between Q-DAS GmbH, Eisleber Str. 2, 69469 Weinheim, Germany (hereinafter referred to as "Q-DAS") and the company in whose name a registration on the Q-DAS Web-Demo Server is concluded (hereinafter referred to as "Customer") for the use of the Q-DAS demo software (hereinafter referred to as "Demo Software").

- (2) There are no oral side agreements between the parties. These terms of use apply exclusively. Any terms and conditions of business of the Customer that differ from or contradict these Terms of Use do not apply; this also applies if Q-DAS does not expressly object to the terms and conditions of business of the Customer.

2. Conclusion of contract

The Customer registers for the use of the demo software on the Q-DAS Web-Demo Server by entering his data on the Q-DAS website. The contract between the parties is concluded by Q-DAS sending the log-in data for the use of the demo software on the Q-DAS Web-Demo Server to the registered email address of the Customer.

3. Term and termination

The contract terminates automatically **4 weeks** after the log-in data is sent to the Customer by email. No further termination notice will be sent.

Q-DAS is entitled to terminate this agreement at any time in its own discretion.

The Customer has no claim to access the demo software at the Q-DAS Web-Demo-Server or to extend the term of this agreement.

4. Use and access data

- (1) After successful registration on the Q-DAS Website, the Customer will receive an e-mail with log-in data with which he can log on to the Q-DAS Web-Demo Server and use the demo software on the Web-Demo Server to the extent provided there.
- (2) The Customer has no claim to further availability of the demo software on the web demo server, nor to expansion, maintenance or updating of the demo software.
- (3) The Customer may test the Demo Software to the extent provided on the Demo Web Server.

- (4) The demo software is neither suitable nor intended to be used for production purposes. Use of the demo software or its results for production purposes is not permitted.
- (5) The Customer may not save, copy, make available to third parties or publish data, images and results of the demo software on the web demo server.
- (6) Q-DAS points out that the processing time of the data entered on the Demo Web Server compared to the Q-DAS software subject to charge may vary depending on the volume of data entered.
- (7) Customer shall not, nor permit others to: (i) benchmark, decompile, disassemble or otherwise reverse engineer the demo software or other materials on the Q-DAS Web Demo Server, or determine or attempt to determine any source code, algorithms, methods, or techniques used or embodied in the demo software or other materials on the Q-DAS Web-Demo-Server, (ii) modify, alter, translate or create derivative works of the Licensed Materials; (iii) use the Licensed Materials in any manner to provide service bureau, time sharing, consulting, training or other computer services to third parties; or (iv) otherwise use, copy or distribute the Software except as expressly permitted under this Agreement.
- (8) The Customer may not pass on his access data for the web demo server to third parties, make it accessible to third parties or publish it.
- (9) The Customer acknowledges and agrees that the Software's source code, its organization and structure constitutes trade secret and "Confidential Information" of Q-DAS (and its suppliers) for all purposes of this Agreement, whether or not it is so marked or designated by Q-DAS. Customer shall not disclose, publish, or disseminate the Confidential Information of Q-DAS to anyone other than those of such Customer's employees (and contractors as permitted herein) with a need to know, or as may be required by legal process. Customer agrees to accept and use the Q-DAS's Confidential Information only for the purpose of carrying out its authorized activities under this Agreement.

5. Compensation

The use of the demo software is free of charge.

6. No Support

Q-DAS has no obligation to provide any support, technical assistance or updates or new releases to the Software. To the extent that Q-Das provides any support, technical assistance or updates or new releases to the Software, such technical assistance and updates shall be subject to the terms of this Agreement.

7. Intellectual Property Rights

Customer acknowledges and agrees that Q-DAS shall own all right, title and interest in and to all intellectual property rights to the demo software and other connected materials, and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or its Users relating to the demo software

or related materials, including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof. Customer does not acquire any rights in the Q-DAS Web-Demo-Server, the demo software or related materials, express or implied, other than those usage rights expressly granted in this agreement.

All rights not expressly granted to Customer are reserved by Q-DAS.

8. Warranty

The demo software is made available to the Customer for testing in its displayed state ("as is") without any express or tacit guarantee. Q-DAS does not represent that Customer's use of the services will be secure, timely, uninterrupted or error free, or that the services will meet customer requirements or that all errors in the services and/or materials will be corrected. A warranty for material defects is excluded. The Customer has no right to claim for error corrections.

9. Liability of Q-DAS

Any liability on the part of Q-DAS is excluded.

10. Liability of the Customer

The Customer is liable to Q-DAS for damage incurred by Q-DAS as a result of any breach of this Agreement including any non-contractual use of the demo software in accordance with these Conditions of Use.

11. Indemnification

Customer shall defend and indemnify Q-DAS and its Affiliates from and against any and all losses, costs, damages, liabilities and expenses (including reasonable legal fees and expenses) incurred by Q-DAS or its Affiliates arising out of or in connection with a claim by a third party arising out of Customer's breach of this Agreement.

8. Data Protection

The Customer's data is collected in accordance with the applicable data protection laws and the Q-DAS data privacy policy that can be found at _____(ADD link)

12. Export

Customer hereby agrees and acknowledges that any technology or technical data (including without limitation the Software) obtained from Q-Das are under the jurisdiction of the export control laws and regulations of the United States of America and that any direct or indirect export, re-export, license, or other transfer of such technology or technical data may require the prior authorization of the United States government. Customer expressly warrants and represents that it will comply with all applicable United States export control laws and regulations. Customer further warrants and represents that it will comply with all applicable foreign export control laws and regulations to the extent not in conflict with applicable United States laws and regulations.

13. Miscellaneous

- (1) The contractual relationship between the parties and all disputes arising from or in connection with this contractual relationship shall be governed by the laws of the Federal Republic of Germany.
- (2) This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. However, Customer may not assign or transfer, by operation of law or otherwise, this Agreement (or any of the rights or obligations hereunder), without Q-DAS' prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Q-DAS may assign, delegate or otherwise transfer any of its rights or obligations hereunder, in whole or in part, to any third party, without Customer's consent.
- (3) If any provision of this Agreement is invalid, the parties agree that such invalidity will not affect the validity of the remaining portions of this Agreement. The parties further agree to substitute a valid provision for the invalid provision which most closely approximates the intent and economic effect of the invalid provision.
- (4) This Agreement shall not create any relationship between Customer and Q-DAS as joint ventures, partners, associates, or principal and agent. Neither Party is granted any right of authority and shall not create any obligation or responsibility for or on behalf of the other Party. Neither Party shall have the authority to bind the other Party.