Squish Commercial License Agreement
Agreement version 3.0

This froglogic Squish Commercial License Agreement ("Agreement") is made by and between froglogic GmbH ("froglogic"), and you (either an individual or a legal entity) ("Licensee").

IMPORTANT - READ CAREFULLY:
1. froglogic developed and originated Squish including source code, documentation and example programs ("Licensed Software"). The Licensed Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. froglogic retains all rights not expressly granted.
2. By installing, copying, or otherwise using the Licensed Software, Licensee agrees to be bound by the terms of this Agreement. If Licensee does not agree to the terms of this Agreement, Licensee should not install, copy, or otherwise use the Licensed Software. In addition, by installing, copying, or otherwise using any updates or other components of the Licensed Software that Licensee receives separately as part of the Licensed Software ("Updates"), Licensee agrees to be bound by any additional license terms that accompany such Updates. If Licensee does not agree to the additional license terms that accompany such Updates, Licensee may not install, copy, or otherwise use such Updates.
3. Upon Licensee's acceptance of the terms and conditions of this Agreement, froglogic grants Licensee the right to use the Licensed Software during the agreed validity period as set forth in the respective License Certificate ("License Term"), solely for Licensee's internal business purposes in the manner provided below.
4a. If the license, as specified in the license certificate, is a Floating Tester Subscription or Floating Execution Subscription, Licensee may install the Licensed Software on an unlimited amount of computers. Concurrent use of the installed Licensed Software is limited to the number of floating seats purchased as specified in the license certificate and to persons employed or contracted by the Licensee. If the license is a Floating Execution License, Licensee may only use the installed Licensed Software for executing tests and processing test results, but not for developing, debugging and maintaining tests.
4b. If the license, as specified in the license certificate, is a User Node-Locked Subscription, Licensee may install the Licensed Software for a single user on a single physical computer. Installation and usage in virtual machines or the use via remote access is prohibited.
5. Licensee may modify the Licensed Software except for altering or removing any details of ownership, copyright, trademark or other property right connected with the Licensed Software.
6. Licensee may not distribute the Licensed Software, modified or unmodified, separately or as part of any software package.
7. Upon expiry of the initially agreed License Term, the respective License Terms shall be automatically extended to one or more extensions of previous License Term as agreed between the Parties ("Renewal Term"), unless and until either Party notifies the other Party in writing, or any other method acceptable to froglogic, that it does not wish to continue the License Term, such notification to be provided to the other Party no less than thirty (30) days before expiry of the respective License Term. Unless otherwise agreed between the Parties, Renewal Term shall be of equal length with the initial License Term.

Any such Renewal Term shall be subject to License Fees agreed between the Parties or, if no advance agreement exists, subject to froglogic standard pricing applicable at the commencement date of any such Renewal Term.

Any price or other term specified for a Renewal Term shall be valid only for the specified time.

WARRANTY DISCLAIMER
8. The Licensed Software is licensed to Licensee "as is". To the maximum extent permitted by applicable law, froglogic on behalf of itself and its suppliers, disclaims all warranties and conditions, either expressed or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, title and non-infringement with regard to the Licensed Software.

LIMITATION OF LIABILITY
9. If, froglogic's warranty disclaimer notwithstanding, froglogic is held liable to Licensee, whether in contract, tort or any other legal theory, based on the Licensed Software, froglogic's entire liability to Licensee and Licensee's exclusive remedy shall be, at froglogic's option, either (A) return of the price Licensee paid for the Licensed Software, or (B) repair or replacement of the Licensed Software, provided Licensee returns to froglogic all copies of

the Licensed Software as originally delivered to Licensee. froglogic shall not under any circumstances be liable to Licensee based on failure of the Licensed Software if the failure resulted from accident, abuse or misapplication, nor shall froglogic under any circumstances be liable for special damages, punitive or exemplary damages, damages for loss of profits or interruption of business or for loss or corruption of data. Any award of damages from froglogic to Licensee shall not exceed the total amount Licensee has paid to froglogic in connection with this Agreement.

SUPPORT AND UPDATES
10. Licensee will be eligible to receive email based software support and access to Downloads and Updates to the Licensed Software for the License Term, in accordance with froglogic's then current policies and procedures, if any. Such policies and procedures may be changed from time to time.

PRIVACY
11. Licensee acknowledges and agrees that for the purpose of this agreement, froglogic may collect, use, transfer and disclose personal data pertaining to Users as well as any other employees and directors of the Licensee and its contractors relevant for carrying out the intent of this agreement. Such personal data may be collected from the Licensee or directly from the relevant individuals. The parties acknowledge that with regard to such personal data processed hereunder, froglogic shall be regarded as the Data Controller under the applicable data protection legislation. froglogic shall process any such personal data in accordance with its privacy policies and practices, which will comply with all applicable requirements of the General Data Protection Regulation (GDPR) and any national implementing laws and regulations.

GENERAL PROVISIONS
12. This Agreement may only be modified in writing signed by authorized representatives of Licensee and froglogic. In case of a conflict between this Agreement and the terms of any purchase order or other ordering document, this Agreement shall prevail. If any provision of this Agreement is found void or unenforceable, the remainder will remain valid and enforceable according to its terms. If any remedy provided is determined to have failed for its essential purpose, all limitations of liability and exclusions of damages set forth in this Agreement shall remain in effect.
13. This Agreement shall be construed, interpreted and governed by the laws of Germany, the legal venue to be Hamburg City Court. froglogic reserves all rights not specifically granted in this Agreement.