

Licence Agreement for the Software *SoSci Survey*

between the Licensee

and

SoSci Survey GmbH
Marianne-Brandt-Str. 29
80807 München

- hereinafter referred to as "Licensor"

Preamble

SoSci Survey GmbH is distributing (worldwide) the programme SoSci Survey (hereinafter referred to as "Software"), which has been developed by Dr. Dominik Leiner. The parties agree that this program is subject to copyright protection. The Licensee acquires the aforementioned standard software from the Licensor in order to install it on its own web server and to conduct online surveys within the scope of the Licensee's business activities.

1. Provision of the software and activation of the licence

- 1.1. The *SoSci Survey* software is made available via the SoSci download portal. To download the software, the licensee must identify himself by means of a user name and licence key. The licence key must not be passed on to third parties. Should a third party gain knowledge of the licence key, the Licensor must be informed immediately.
- 1.2. The Licensee may download, install, use and execute the Software on **one** device or **one** web server. The Licensee shall ensure that the device or web server is common and up-to-date in terms of technology and market standards.
- 1.3. The owner and the licensor reserve the right to issue updates, corrections and further developments of the software and to provide them to users free of charge. In order to continue using this software, users may need to download and install these updates.

2 Usage Rights

- 2.1. The Licensor grants the Licensee a non-exclusive, not sub-licensable and non-transferable use of the software on a web server of the Licensee against payment, limited in time according to §3. An additional licence fee shall be paid for the use of the licensed software on a further (web) server and/or by a further company. The licence includes programme updates.
- 2.2. The functionality to create, edit and manage user accounts and survey projects (project management) may only be provided by the licensee to employees of the licensee. If the Licensee is a higher education institution, this functionality may be provided to all members of the higher education institution. In particular, the licensee may not rent access to this functionality to third parties (e.g. offer the software functionality as a cloud service). The function for filling in questionnaires is not subject to any such restriction.
- 2.3. This licence does not grant the user any rights to access, use or disclose the original source code. All techniques, algorithms and procedures contained in the Software and the related documentation are the sole property of the Licensor or its licensors.
- 2.4. The licence entitles the licensee to use the software within the scope of normal use. Permitted use includes the installation of the software on **one** (web) server, the loading into the main memory as well as the intended use by the user. The licence does not extend to other types of use.
- 2.3. In particular, the licensee may not make any changes and translations or further reproductions of the software, even partially or temporarily, of whatever kind and by whatever means. A printout or copy of the program code also represents an impermissible reproduction.
- 2.4. The licensee may make a backup copy of the contractual software if this is necessary to secure future use. The licensee is obligated to visibly affix the note "Backup copy" to the aforementioned backup copy as well as a copyright notice referring to **Dr. Dominik Leiner**. The right to create a backup copy shall not apply in the case of multiple licences.
- 2.5. **Dr. Dominik Leiner** is the owner of all industrial property rights and copyrights to the software and the associated user documentation. References to copyrights or other industrial property rights located on or in the software may not be changed, removed or otherwise made unrecognisable.
- 2.6. The Licensee is not entitled to lease or otherwise sub-license the Software, to publicly reproduce or make it available (by wire or wireless means), or to make it available to third parties, whether in return for payment or free of charge; the provision in paragraph (7) remains unaffected by this.

- 2.7. A transfer of the Software licence to a third party is only permissible after prior information of the Licensor. Furthermore, the transfer is only permissible if the third party agrees to these conditions in writing. Moreover, the Licensee shall not retain any copies of the Software (including any previous versions). Upon request of the Licensor, the Licensee is obliged to confirm in writing that the aforementioned measures have been carried out and, if necessary, to explain to the Licensor the reasons for retaining the copies for a longer period of time. Furthermore, the customer undertakes to expressly agree with the third party who receives the contractual software from him to observe the scope of the granting of rights in accordance with this contract.
- 2.8. The Licensee may not reverse engineer or modify the Software in any other way.
- 2.9. Pursuant to Section 69e UrhG, the licensee is entitled to adapt the contract software if this is necessary to maintain the interoperability of the contract software with other programs. However, this shall only apply on condition that the Licensor does not make the necessary information available to the Licensee upon the Licensee's request within a reasonable period of time.

3 Duration

- 3.1. The licence period of one year applies according to the licence information. If no further licence is purchased after the expiry of the period, the software must be immediately uninstalled and any backup copies must be deleted.
- 3.2. All rights and licences granted to the Licensee shall expire immediately upon termination or expiry of the licence.
- 3.3. Furthermore, this Agreement may be terminated by the Licensor with immediate effect upon the following reasons:
 - (a) if the Licensee uses the subject matter of the Agreement for legal transactions not covered by this Agreement or to which the Licensor has not consented.
 - (b) if the licence fees are not paid or are paid more than 14 days late after receipt of a written reminder.
 - (c) if the Licensee is liquidated or insolvency proceedings are opened against the Licensee's assets or the opening of insolvency proceedings is rejected for lack of assets or similarly serious proceedings are initiated against the Licensee.

4 Warranty

- 4.1. The Licensor warrants, in accordance with the provisions of §§ 434 ff BGB (German Civil Code) or applicable European law, that the software conforms to the specifications set out in the associated programme documentation (manual) and has been created with due care and expertise. Nevertheless, according to the current state of the art, the complete exclusion of software errors is not possible.
- 4.2. The Licensee is obliged to notify the Licensor of any defects (software errors) without delay and free of charge. Otherwise, a warranty for the aforementioned defects is expressly excluded. This shall also apply accordingly if such a defect becomes apparent at a later date. § Section 377 of the German Commercial Code (HGB) shall apply.
- 4.3. The Licensor shall correct errors in the software which impair the intended use more than just insignificantly. The error correction shall take place at the Licensor's choice, depending on the significance of the error, through the delivery of an improved software version or through instructions on how to eliminate or circumvent the effects of the error. The customer is obliged to accept a new software version offered to him by the licensor within the scope of the error correction, unless this leads to unreasonable adaptation and conversion problems for him.
- 4.4. The Licensor shall be entitled to perform the aforementioned services at the Licensee's premises or via remote service. The Licensor shall also comply with the obligation to remedy defects if updates are made available for download by the Licensee on its homepage and if it offers the Licensee telephone support in the event that installation problems occur within the scope of the warranty (subsequent performance).
- 4.5. The Licensee's right to withdraw from the contract in the event that the repair/replacement delivery fails twice as well as the right to reduce the purchase price shall remain unaffected. The right of withdrawal does not exist in the case of insignificant defects. If the licensee claims damages or reimbursement of futile expenses from the licensor, the licensor shall be liable in accordance with §5 of this contract.
- 4.6. If a maintenance contract exists between the parties, the period for remedying defects shall be governed by this maintenance contract, in particular by the times provided for therein.

5 Liability

- 5.1. Liability is limited to the guarantee of functioning software in accordance with the programme documentation (instructions). No liability shall be assumed for damages that occur as a result of unexpected programme

behaviour if there is no gross negligence on the part of the licensor.

- 5.2. The Licensor shall not be liable for damages caused by slight fault. However, in the event of a slightly negligent breach of material contractual obligations, it shall be liable for direct damage up to an amount equal to twice the licence fee paid by the customer. In the event of negligence, the Licensor shall not be liable for indirect and consequential damages (in particular loss of profit and loss of production).
- 5.3. Further risks associated with the use of the software on a web server are borne by the licensee. To minimise these risks, it is specifically recommended to encrypt all communication with the web server (e.g. via SSH and SSL), to use secure passwords and two-factor authentication. Further instructions on how to avoid security risks are described in the installation instructions.
- 5.4. The Licensor shall not be liable for the recovery of data unless their destruction was caused by gross negligence or intent and the service recipient has ensured that these data can be reconstructed with reasonable effort from data material held in machine-readable form.

The customer is aware that, within the scope of his obligation to minimise damage, he must make regular backups of his data and, in the event of a suspected software error, take all reasonable additional backup measures.
- 5.5. The restrictions of paragraphs 2 to 4 shall also apply in favour of the licensor's legal representatives and vicarious agents if claims are asserted directly against them.

6 Safeguard measures

- 6.1. The Licensee is obliged to secure the contractual software and the access data for its online access against access by unauthorised third parties. He shall take suitable measures for this purpose. In particular, he undertakes to keep all copies of the contractual software and the aforementioned access data in a place protected from access by unauthorised third parties.
- 6.2. The licensee agrees to enable SoSci Survey GmbH, at the latter's request, to verify the contractual use of the contractual software, in particular with regard to compliance with the contractual scope of use. Within the scope of this review, the Licensee undertakes to provide the Licensor with information, to grant access to the relevant documents and to provide the opportunity to review the hardware and software environment used. The Licensor may carry out the inspection on the Licensee's premises during the Licensee's regular business hours. He may also have the inspection carried out by third parties bound to secrecy in the prescribed manner. The Licensor shall disrupt the Licensee's business operations as little as possible through its activities on the Licensee's premises.

7 Confidentiality

- 7.1. The parties undertake to maintain secrecy/confidentiality.
- 7.2. The licence key must not be passed on to third parties. Should a third party gain knowledge of the licence key, the Licensor must be informed immediately.
- 7.3. Confidential information is all information and documents of the other contracting party which are marked as confidential or must be regarded as confidential due to the respective circumstances. This applies in particular to information on the operational processes, business relations, know-how, etc. of the other contracting party. Excluded from this obligation is such information which was demonstrably already known to the recipient at the time of the conclusion of the present contract or which becomes known from a third party after the conclusion of the contract without this violating a confidentiality agreement, statutory provisions or, if applicable, official orders. Furthermore, such confidential information is excluded which must be disclosed due to legal obligations or by order of a court or authority. If permissible and possible, the recipient obligated to disclose shall inform the other contracting party prior to disclosure and give it the opportunity to counteract such disclosure. The Parties undertake to grant access to the respective confidential information only to those consultants who are either subject to professional secrecy or to whom the confidentiality obligation of this Agreement has previously been imposed. The Parties will disclose Confidential Information only to those of their employees who need to know it for the performance of their employment duties and only to the extent that the aforementioned employees need to know it for the performance of this Agreement. They will oblige their employees to maintain confidentiality for the times after they have left their company, insofar as this is permissible under labour law.
- 7.4. Confidentiality also refers in particular to the properties and content of the software provided and the programme code of the software. The licensee is not permitted to pass on information on software errors or specifications to third parties or to reproduce it (wirelessly or wired) in public.
- 7.5. The parties agree to maintain confidentiality about all confidential information.
- 7.6. A contractual penalty in the amount of € 5000 shall be due for each culpable breach of the aforementioned provisions. Further claims of the respectively violated contractual party shall remain unaffected by this.

8 Software maintenance

- 8.1. The licence includes programme updates.
- 8.2. In addition to the latest stable programme version, the download portal contains instructions for installing and updating the software. Provided the licensor has the appropriate resources, you can obtain technical support at info@soscisurvey.de or (0163)7952646, but the licence does not entitle you to technical support.
- 8.3. The maintenance of the software is exclusively subject to the provisions of a separate Software maintenance agreement ("Service Agreement").

9 Further provisions

- 9.1. Amendments and supplements to this contract must be made in writing. This also applies to the amendment or cancellation of the written form clause. Electronic documents in text form do not fulfil this form requirement.
- 9.2. The general terms and conditions of the Licensee shall not apply.
- 9.3. This contract shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 9.4. Place of contractual fulfilment is Munich. The exclusive place of jurisdiction is Munich, provided that both contracting parties are merchants or legal entities under public law or have no general place of jurisdiction in Germany.
- 9.5. Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall endeavour to find an effective provision in place of the ineffective provision which corresponds to the economic interest of both parties and comes closest to the economic meaning of the ineffective clause.
- 9.6. All annexes to this contract, which are also mentioned in this contract, are a binding part of the contract.
- 9.7. The licensee confirms acceptance of the licence agreement by accepting the terms and conditions of the licence when activating the licence in the download portal.