

1. Subject Matter

1.1 The subject matter of this Agreement is the use of Devopswise CI Service. This Agreement regulates all relations between Devopswise CI Service and the customer regarding the use of Devopswise CI Service.

1.2 Devopswise CI Service communicates with the Source Code Hosting Company's hosting service which is offered by the Source Code Hosting Company Inc. on the customer's behalf. Condition to the proper use of Devopswise CI Service is a valid contract with Source Code Hosting Company Inc. on the use of Source Code Hosting Company which may lead to costs on the customer's sole responsibility. The customer will provide Devopswise CI Service with his Source Code Hosting Company account information (hereinafter "Source Code Hosting Company Sign-In") when signing in through Source Code Hosting Company via Devopswise CI Service-ci.com (hereinafter the "Website") automatically. He allows Devopswise CI Service to access the customer's Source Code Hosting Company account. Devopswise CI Service will directly communicate in the name of the customer with Source Code Hosting Company and the customer authorizes Devopswise CI Service to act on his behalf towards Source Code Hosting Company Inc. The customer is solely liable for any costs or damages that Source Code Hosting Company Inc. associates with the Source Code Hosting Company Sign-In.

2. Scope of services

2.1 Devopswise CI Service provides Devopswise CI Service as a service. This means, that Devopswise CI Service may be used via the internet only.

2.2 Devopswise CI Service is a hosted continuous integration service that provides the infrastructure for testing software projects. The functional range of the service is dependant on the package the customer chooses and will be displayed on the Website.

2.3 Devopswise CI Service is integrated with Source Code Hosting Company and offers support for several programming languages. The entire list of supported programming languages is available at docs.devopswise.co.uk.

2.4 No consultancy, training, trouble shooting or support is within the scope of the services offered by Devopswise CI Service under this Agreement.

3. Concluding of the Agreement

3.1 Using Devopswise CI Service requires the opening of an Account at <https://devopswise.co.uk> by using the customer's Source Code Hosting Company Sign-In. Devopswise CI Service will conclude Agreements on the use of Devopswise CI Service only with entrepreneurs within the meaning of section 14 of the German Civil Code.

3.2 The opening of an Account by the customer is deemed an offer to conclude this agreement. Devopswise CI Service may at its own discretion accept this offer by explicitly accepting it or rendering services under this agreement.

3.3 An Account may only be used by one single person. The customer is entitled to create separate Accounts for his employees.

3.4 The person opening the account represents that he/she has got the legal authority to bind the legal entity he/she acts for to this Agreement and may in knowledge of this agreement provide the Source Code Hosting Company Sign-Ins to Devopswise CI Service.

3.5 In connection with the registration the customer is obliged to make precise and correct allegations and to correct the data if changes accrue; keep Account Data confidential at all times and to do everything to avoid any third party getting hold of the data. In this respect 'third party' also includes all employees of the customer that are not designated to use Devopswise CI Service; immediately inform Devopswise CI Service in case of loss, theft or other disclosure of the Account Data to a third party or in a suspicion of misuse of the Account Data and to immediately change the password; allow the use of the Account Data only designated administrators to be specified in the registration procedure.

4. Obligations of the customer

4.1 The customer is obliged to make agreed payments in due time.

4.2 The customer must not interfere or intent to interfere in any manner with the functionality or proper working of Devopswise CI Service.

4.3 The customer must take care for regular backups of his software. When delivering its services Devopswise CI Service assumes that the software builds of the customer tested are copies only and will not be used in real environments.

4.4 When using testing data the customer will make sure that these data do not contain unanonymized personal data of real people.

4.5 The customer will indemnify and hold harmless Devopswise CI Service, its officers and directors,

employees and agents from any and all third party claims, damages, costs and (including reasonable attorneys fees) arising out of the customer's use of Devopswise CI Service in a manner not authorized by this Agreement, and/or applicable law, or the customer's or its employees' or personnel's negligence or willful misconduct.

5. Downtime and services suspensions

5.1 Adjustments, changes and updates of Devopswise CI Service that help to avoid or maintain dysfunctions of the software may lead to temporary service suspensions. Devopswise CI Service will try to limit downtime of the service or restrictions of accessibility to 10 hours a month. Devopswise CI Service will try to do regular maintenance works during the weekend or at times between 10 p.m. and 6 a.m. (CET).

5.2 The customer is aware that the service relies on a working internet infrastructure. Additional downtime of the service can occur, if the website is not available and at any other time with restrictive access to the internet.

5.3 The customer is aware that Devopswise CI Service does not work if Source Code Hosting Company is not properly available (be it to Devopswise CI Service or the customer).

6. Rights to use

6.1 The customer is granted a limited, non-exclusive, non-transferable, non-sublicenseable right to use Devopswise CI Service as software as a service via the internet.

6.2 The customer is not granted any additional right to the Software or any other intellectual property of Devopswise CI Service. This especially means that the customer shall not be entitled to make copies of the Software. The customer shall not translate the program code into other forms of code (decompilation) or employ other methods aimed at revealing the Software's code in the various stages of its development (reverse engineering).

6.3 The customer is not entitled to remove or make alterations to copyright notices, serial numbers or other features which serve to identify the Software.

7. Payments

7.1 The compensation of the services rendered by Devopswise CI Service is calculated per month. The current prices are shown in the current price list of Devopswise CI Service that is available on the Website. The compensation is due monthly in advance.

7.2 Invoices will be issued via email. Payments shall become due immediately upon issuance of the invoice. Payment must be made using the payment methods provided by Devopswise CI Service from time to time and chosen by the customer in his Account settings.

7.3 All prices in the price list are net-price. Value Added Tax will be added in the invoice if applicable.

7.4 Devopswise CI Service may alter the current price list and/or the structuring of prices with at least one month notice to the end of each quarter. Devopswise CI Service will inform the customer via email about the price change. If the customer does not expressly disagree in writing within a month from the notification of change this is deemed to be his acceptance of the change. The customer will be informed about this circumstance in the notification of change.

8. Warranty

8.1 Defects in the supplied Software shall be remediated within a reasonable time following a detailed notification of such defect being given to Devopswise CI Service by the customer.

8.2 For the purpose of remedying defects, Devopswise CI Service may choose to replace the defective Software with a version of the Software which is free of defects.

8.3 Unless Devopswise CI Service fails to repair or replace the Software, the right of the customer to terminate the contract due to an inability to use the Software shall be excluded.

8.4 The limitation period for all warranty claims shall be 12 months commencing with the first coming to show of the defect.

9. Liability

9.1 The pre-contractual, contractual and non-contractual liability of Devopswise CI Service is limited to cases of intent and gross negligence.

9.2 In cases of ordinary negligence Devopswise CI Service's liability shall be limited to the breach of contractual obligations which are Cardinal Obligations. Cardinal Obligations are those obligations for which due fulfillment is essential to the proper implementation of the contract as a whole, and the contractual partner may depend upon their fulfillment.

9.3 Furthermore, the amount of damages shall be limited to those losses which are generally foreseeable in connection with the supply of the Software.

9.4 The above limitations of liability shall also apply where Devopswise CI Service is vicariously responsible for its employees and agents.

9.5 The limitations of liability in the section 9 shall not apply to liability resulting from injury to the life, body or health of a person or under the German Product Liability Law.

9.6 Any claims for damages by the customer relating to defects in the supplied Software shall be subject to a limitation period of 12 months. This does not apply to defects which have been intentionally concealed by Devopswise CI Service.

10. Data protection and confidentiality

10.1 Devopswise CI Service stores Account Data, Source Code Hosting Company Sign-Ins and user information about the customer. This data may be shared with third parties if those are assigned by Devopswise CI Service to handle accounting, payment or other internal processes.

10.2 Devopswise CI Service uses web tracking to store and analyze the customer's interacting with the Website. The customer agrees to this form of monitoring, tracking and storage. Devopswise CI Service may also store monitoring and statistical data about the customer's usage of Devopswise CI Service and Source Code Hosting Company and information about the software tested. These data may be – anonymized – published by Devopswise CI Service to the public.

10.3 Devopswise CI Service may inform the public about the customer using Devopswise CI Service and Devopswise CI Service's services including a rough description of the usage for marketing and public relation purposes. The customer agrees to appear in Devopswise CI Service' reference lists including any name, trademark or logo of the customer. This includes, but is not limited to, descriptions on the Website, any other Devopswise CI Service websites, presentations, presentation material, press announces.

11. Term and Termination

11.1 The Agreement runs for an indefinite time and will remain in effect until terminated by one of Parties in accordance with this section 11.

11.2 The Parties may terminate this Agreement for any or no reason at their convenience with a 30 day notice to the end of each month. Termination may be issued in writing or by using the provided account closing mechanism, if provided by Devopswise CI Service.

11.3 In addition each Party's right to terminate this Agreement for a good cause remains unaffected. A good cause for termination of the Agreement by Devopswise CI Service shall include, but is not limited to, the following:

- a serious breach of the obligations arising from this Agreement by the customer;
- a default in payment of the customer with an amount that equals at least the compensation of two month; including, but not limited to, the failure to settle outstanding invoices;
- a serious breach of contract leading to the loss of mutual trust or renders the continuation of this Agreement in consideration of the purpose of the Agreement unreasonable;
- an attempt a denial of service attack on any of the Services by the customer or any attempt to hack or break any security mechanism on any of the Services;
- determination that the customer's use of the Services poses a security or service risk to Devopswise CI Service, or to any user of services offered by Devopswise CI Service;
- a major change in the working of Source Code Hosting Company that makes it unreasonable for Devopswise CI Service to adapt Devopswise CI Service accordingly;
- a major change in the co-operation of Source Code Hosting Company and Devopswise CI Service that makes the further offering of Devopswise CI Service unreasonable for Devopswise CI Service;
- an application for the initiation of insolvency proceedings concerning the customer, as well as the refusal to open insolvency proceedings for lack of assets, or the issue of a declaration in lieu of an oath, or any similar proceedings.

12. Disputes, Applicable Law, Notices

12.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by material German law. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

12.2 The parties agree that the courts of the seat of Devopswise CI Service shall have exclusive jurisdiction to settle any dispute arising out of this Agreement, and so far this is permitted by law.

12.3 Notices made by Devopswise CI Service to the customer may be posted on the Website and/or send to the email-address specified by the customer when registering or to any updated email-address the customer provides. Notices to Devopswise CI Service must be directed to admin@devopswise.co.uk and/or Ferlin Software Ltd. 80 Telegraph Place, E14 9XD, London

12.4 The official text of this Agreement and any annexes attached here to and any notices given here shall be in English. However communication between Devopswise CI Service and the customer may be in English or German.

13. Final provisions

13.1 This agreement, together with any documents referred to in it, or expressed to be entered into in connection with it, constitutes the whole agreement between the Parties concerning the subject matter of this Agreement.

13.2 The customer may set off only legally, binding and recognized claims. The rights and obligations arising from this Agreement are generally not transferable. However Devopswise CI Service may transfer this Agreement with all rights and obligations to a company of its choice.

13.3 If any provision of this agreement is or later becomes invalid, or contains omissions, the validity of the other provisions shall remain unaffected. The parties shall agree upon a new provision, which shall resemble the invalid provision as closely as possible in purpose and meaning considering the interests of the parties and the legal regulations, to replace the invalid provision. In the event of an omission in the agreement, a provision shall be agreed upon which shall correspond with that which would have been agreed, pursuant to the purpose and meaning of the agreement, if the matter had been considered by the parties when the agreement was formed.

13.4 These General Terms and Conditions may be modified by Devopswise CI Service at any time. Devopswise CI Service will inform the customer via email that these General Terms and Conditions have altered without necessarily including the new version or alteration in this email. If the customer does not expressly disagree in writing within a month from the notification of change this is deemed to be his acceptance of the change. The customer will expressly be informed about this circumstance and the significance of his silence in the notification of change.