HUENGSBERG
connecting *automotive* business

Software Licence Agreement for Software Products by HÜNGSBERG AG

Please read this software licence agreement ("**Agreement**") carefully before you acquire, install on your computer, have it installed by HÜNGSBERG AG and use the software. By installing the software you specifically agree to the following licence agreements. These terms of contract apply exclusively. HÜNGSBERG AG does not accept any trading conditions of the customer which contradict these terms of contract. Herewith the inclusion of the customer's own terms and conditions is explicitly contradicted.

1   Subject of the Contract

HÜNGSBERG AG ("Licencer") grants the customer ("Licencee") the temporary and non-exclusive right to use the purchased software according to the conditions of this contract; incidentally, all rights of the software and the documentation remain with HÜNGSBERG AG or its licencers.

In addition, the software licence agreement includes services in the area of software care (= updates) and customer support, regulated in paragraph 3 of the agreement.

2   Rights of Use

For the grant of the licence the following terms shall apply:

2.1   The licencee receives a basic, non-exclusive and non-sublicencable right of use of the software and the associated documentation for own use, as provided in the contract, with complete and unreserved payment of the software contract or licence contract fee. The granting of the right of use is valid from the date of shipment and is limited as follows:

2.1.1   for eng**DAX**.XLATE and all **DAX**ware solutions, licenced from March 1st, 2013 onwards, and for updates until the expiration date of the mandatory software maintenance contract.

2.1.2   for other **DAX**ware solutions, licenced before March 1st, 2013 and for updates (with the exception of eng**DAX**.XLATE) to 5 years. The period of use can be prolonged according to Art. 2.2 of these terms of contract.

A software licence applies for only one location; for the installation or usage at several locations (e.g. via terminal services) the purchase of additional licences is mandatory. The licencee is authorized to use the software according to the acquired licences:

Single-User Licence:

The single-user licence grants the licencee the right of installation and usage of the software on a single personal computer as well as for one single user. It is not permitted to use the single-user licence within a network or another interconnection of computers, in case a simultaneous multi-usage of the software within the network is enabled.

Multi-User Licence:

With the purchase of a multi-user licence the right of use applies for the agreed number of client licences. Depending on the licencing model of the software the client licences apply for the simultaneous access ("floating licence") or for certain users ("fixed licence"). A usage of the software that exceeds the agreed upon scope of use is not permitted.

2.2   In case the licencee has a valid software maintenance contract with the licencer for maintaining the software as covered in the contract at the time the 5- year- using period expires (as said in paragraph 2.1.2), he keeps the right of use of the software for the duration of the maintenance contract as long as he is not behind schedule with the payment of the maintenance fees. The licencee is furthermore authorized to continue the use of the software covered by the contract, after the termination of the software maintenance contract for a period which relates to the terminated maintenance contract, however for 5 years at most. For the software eng**DAX**.XLATE and all **DAX**ware solutions, licenced from March 1st, 2013 on, the right of use expires at the end of the calendar year when the software maintenance contract expires, too; at the latest, however, on March 15th of the following year. In case of purchasing a software update, another usage period starts for the software as covered in the contract with the limitations concerning the right of use as quoted in paragraph 2.1.

2.3   The licencee is entitled to produce duplicates of the software as far as this is necessary for the usage of the software. Part of the necessary duplications is the installation of the software from the original data carrier to the hard disk of the used hardware, as well as the loading of the software into the working memory is. The licencee is allowed to produce one copy of the software for the purpose of data storage on a permanent data carrier. Backups of the software must be explicitly marked as such. A duplication of the user manual and other documentation is not permitted.

Version 1.2 (07/2014)

HUENGSBERG
connecting automotive business

2.4   The software must be installed in the environment of an operating system approved by HÜNGSBERG AG complying the recommended hardware requirements.

2.5   The licencee is not entitled to retranslate (disassemble, decompile) the software or to apply other ways of redevelopment ("Reverse Engineering").

       In case the licencee needs information which is essential for the establishing of interoperability of the software with other independently created computer programs, the licencer reserves the right to refuse information concerning this matter, unless the information must be provided due to legal requirements. Thereof unaffected are modifications or adjustments which are already permitted according to the product information or the delivered information.

2.6   The licencee is not entitled to conduct modifications or interferences at the software or to have them conducted by a third party, not even to remove bugs. This term does not apply in case HÜNGSBERG AG has declined to make these modifications. HÜNGSBERG AG takes over these modifications only against an adequate consideration, e.g. in the frame of a software maintenance contract.

2.7   The licencee is not entitled to lease the software as a whole or in parts, to issue own licences or to use the software as Application Service Provider (ASP) or in a clearing centre.

2.8   In case the software has been licenced as upgrade or update, the licencee is authorized only to replace it by earlier versions. All other terms of this contract apply in this case as well. The licencee acknowledges that with the purchase of an update or an upgrade no further licence is granted. That is he is not authorized to use the upgrade or the update in addition to the software to be replaced nor is he allowed to convey the software to be replaced to a third party.

3   Services provided by HÜNGSBERG within the limits of the licence usage

The nature and possibly the scale of the services (only referring to special services), as well as the object of agreement for which the services are provided, will be defined in a Service Level Agreement associated with the Service Licence Agreement.

If defined in the Service Level Agreement, HÜNGSBERG provides the following services:

3.1   Software care

HÜNGSBERG manages the correction of software defects using either software upgrades or, between regular version replacements, in the form of software updates. Updates are always included in the following software upgrade. The continued maintenance of the software is exclusively based on the latest software version. Furthermore, HÜNGSBERG works on the general improvement of functions and quality of the software provided to the customer, e.g. in the area of ease of operation (minor upgrades). The service to install the update is not part of the Service Level Agreement.

The provision of major upgrades is not included in the Service Level Agreement. A major upgrade is defined as a fundamental change in the **DAX**ware software, including the integration of new features or adjustments to comply with the latest software requirements (e.g. changes of the VDA recommendations). HÜNGSBERG is entitled to modify the service without complying with any deadlines, and with immediate effect, when a major upgrade liable to costs is delivered.

HUENGSBERG
connecting automotive business

3.2   Support

HÜNGSBERG provides support for error diagnostics, error identification and error correction of the object of agreement. A diagnosis of any hardware (e.g. router) or software used in association with the object of agreement is at the discretion of HÜNGSBERG. This also includes the hardware and software requirements recommended by HÜNGSBERG.

HÜNGSBERG supports the customer regarding software usage if the answer cannot be found in the documentation provided by HÜNGSBERG and the required effort is not disproportional. In particular, the setup and configuration required to use the software is not part of the Service Level Agreement. The support of the customer is carried out via telephone, email or remote support, as appropriate. HÜNGSBERG provides a client software for remote support via internet, free of charge. If the provided client software is not deployable, the customer is required to provide an alternative. HÜNGSBERG may charge for support rendered if additional work and expenses were required because no remote support was available.

Any effort exceeding this agreement, in particular in case of required re-installations of the object of agreement, or any problems not caused by the object of agreement, will be charged on a time and material basis without prior consultation. The calculation is based on the current service fees. If the service to render requires an on-site presence, or if the customer explicitly wishes on-site service, then the customer has to bear the additional costs (e.g. expenses for travel and overnight accommodation, working time for travel).

4   Contractual obligation of the customer

4.1   Support requires access using a remote support software recommended by HÜNGSBERG (also see Art. 3.2 paragraph 2). If this is not possible or not favoured by the customer, HÜNGSBERG is entitled to either deny service on an individual basis, or charge for additional expenses and work, e.g. of an on-site appointment, if the additional expenses or work are caused by the non-availability of remote support access (also see Art. 3.2 paragraph 2).

4.2   The customer is required to assist HÜNGSBERG when rendering support with reasonable effort, especially if a lack of assistance and the available means of support (telephone, email and remote support) make it impossible to render any support, or only with a disproportional amount of effort. If requested by HÜNGSBERG, the customer is required to provide any information necessary to render the service, if HÜNGSBERG is not able to gather the information by simple means. Examples for necessary information are: accurate problem reports, log files or test data. HÜNGSBERG will explain in detail if services can only be rendered via an on-site support.

4.3   While the service is rendered the customer is required to make available the object of agreement, and to assist during the procedure, if necessary. The customer accepts that the object of agreement is possibly not available or only partially operational during the rendering of the service.

4.4   If an error is solely caused by

a)   failure to comply to the system requirements or
b)   improper or arbitrary changes to the object of agreement or
c)   arbitrary installation of the object of agreement or
d)   incorrect operation,

HÜNGSBERG is eligible to charge compensation for the effort to correct the error.

5   Transferring or Selling of the Software

5.1   The licencee is entitled to assign the complete software including the associated documentation to a third party by means of a taking over the contract. Therefore the third party has to assume the existing contractual relationship with the licencer. The licencer will withhold his agreement to the contract assumption only in case of unreasonable hardship. By taking over the contract the former licencee has to cease the use of the software immediately and delete or destroy all copies.

The transfer of rights of use will not become effective until the licencee has notified HÜNGSBERG AG of the transfer, HÜNGSBERG AG has given its consent and the third party has been registered as licencee at HÜNGSBERG AG. The former licencee has to hand the software licence contract to the buyer as well as he is obliged to inform him about the expiration date of the software.

5.2   Excluded from the transferring and selling is software which was explicitly offered for the use in education (schools, universities or comparable institutions) and software which was in use for testing purposes and presentations only.

Version 1.2 (07/2014)

HUENGSBERG
connecting automotive business

5.3   The export of software including the corresponding data and documentation may underlie the obligation to obtain a permit. The licencee is committed to obtain the necessary export permission on his own responsibility and to perform deliveries according to the requirements of this permission.

5.4   Any other form of passing on of the software (e.g. subleasing or leasing) to a third party without the prior consent of the licencer is not permitted.

6   Warranty

6.1   The licencer guarantees the maintaining of the quality of the software according to the product specifications as contracted, during the contract period as well as he warrants that the rights of a third party do not conflict the use of the software as agreed upon in the contract. The licencer will correct occurring defects of quality and title of the software in appropriate period of time.

6.2   The correction of deficiencies is carried out at licencer's option either by amendment of the software or by replacement.

6.3   In case of any deficiencies the licencee is committed to notify in writing the licencer promptly after their detection. At any defects of quality, the time when the defect occurred and further circumstances must be reported.

6.4   Subject of the warranty is the software exclusively in the version delivered by HÜNGSBERG. The rights of the licencee concerning the appearance of deficiencies do not apply in case the licencee or a third party has modified the software without the prior notification of the licencer, unless the licencee can proof that the occurring deficiencies are not due to these modifications and that there will be no unacceptable effects on analysis and remediation of the defect for the licencer. Software bugs due to an incorrect installation or configuration by the licencee are just as little subject of the warranty as bugs of the operating system of the licencee or of a third party product.

6.5   The licencer is entitled but not obliged to provide enhanced versions (upgrades) or modifications (updates) of the software. The licencer may charge such updates or upgrades.

6.6   The licencee is responsible for the regular backup and maintenance of his individual data. The licencee has to provide the saved data to the licencer in case this is necessary for the debugging of a deficiency and furthermore he has to support the licencer in the debugging of a deficiency in a reasonable manner.

7   Liability of HÜNGSBERG AG

7.1   The licencer's liability is unlimited only

- in case of malice or gross negligence,
- in case of damages arising out of death, injury to body or health,
- according to the terms of the Product Liability Law, as well as
- within the scope of a guarantee taken over by the licencer.

7.2   In case of slight negligence of a duty, whose fulfilment is essential to attain the intent of the contract, the licencer's liability is limited to damage that is predictable and typical for the manner of deals in question. Essential duties are duties whose fulfilment actually permits the duly realisation of the contract and in whose fulfilment the customer can trust.

7.3   A further liability of the licencer does not exist. In particular a liability of the licencer for initial deficiencies irrespective of the culpability does not exist.

7.4   The foresaid limitation of liability applies for the personal liability of employees, representatives and entities of the licencer as well.

7.5   In case of a minor data loss the licencer is liable only for damage which could have occurred even with properly and regularly executed backups consistent with the importance of the data; this limitation does not apply in case a backup has failed or has been constricted due to circumstances the licencer is responsible for.

7.6   The limitation period of entitlement of damages against the licencer is one (1) year starting from the date of the beginning of the limitation by law.

7.7   In case the software is used against the terms of contract the liability of the licencer is excluded.