

END-USER LICENSE AGREEMENT FOR IPG AUTOMOTIVE SOFTWARE PRODUCTS

BY THE ACCEPTANCE OF THE OFFER TO WHICH THIS END-USER LICENSE AGREEMENT ("EULA") IS AN ATTACHMENT OR IN CASE OF EVALUATION LICENSE BY INSTALLING THE SOFTWARE, THE INDIVIDUAL OR ENTITY LICENSING THE SOFTWARE ("LICENSEE") IS CONSENTING TO BE BOUND BY AND IS BECOMING A PARTY TO THIS EULA. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS EULA, LICENSEE MUST NOT INSTALL OR USE THE SOFTWARE.

1. LICENSOR. IPG Automotive GmbH, with its principal office located at Bannwaldallee 60, D-76185 Karlsruhe, Germany ("LICENSOR") is either the owner of the IPG Automotive Software Products ("SOFTWARE"), or owns the rights permitting transfer to and use of the same by third parties. LICENSEE understands the nature of the computer programs licensed pursuant to this EULA.

2. LICENSE GRANT. LICENSOR grants LICENSEE a non-exclusive and non-transferable license of the executable code version of the SOFTWARE to be used for personal or internal business purposes; in no case for military purposes. This license entitles LICENSEE within a defined period (rental license/evaluation license) or open-ended (perpetual license) (i) in case of node-locked or dongle licenses: to execute at the same time one instance of the SOFTWARE on one computer. (ii) in case of dongle licenses: to execute the SOFTWARE in conjunction with a provided USB dongle, which is part of the hardware-based license protection and serves to operate the associated program exclusively on the computer to which this hardware is physically connected. The license protection may not be circumvented by virtualizing the hardware or using this hardware by means of device servers and/or other network technologies (iii) in case of floating licenses: to execute at the same time one or multiple instances of the SOFTWARE, according to the number of purchased usage rights. The license protection may not be circumvented, removed and/or otherwise impaired. This license does not entitle LICENSEE to receive from LICENSOR hard-copy documentation, technical support, telephone assistance, or enhancements or updates to the SOFTWARE without a valid maintenance contract. Except for copies made in the ordinary course of LICENSEE's back-up procedures, LICENSEE shall not copy the SOFTWARE. LICENSEE may not redistribute the SOFTWARE unless LICENSEE has separately entered into a distribution agreement with LICENSOR.

3. PROPRIETARY RIGHTS. Title, ownership rights, and intellectual rights in the SOFTWARE shall remain with LICENSOR. LICENSEE acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with LICENSOR's or its suppliers' ownership of or rights with respect to the SOFTWARE.

4. RESTRICTIONS. Except as otherwise expressly permitted in an agreement to which LICENSEE is a party, LICENSEE may not: (i) modify or create any derivative works of the SOFTWARE or documentation, including translation or localization (ii) decompile, disassemble, reverse engineer, or otherwise derive the source code for the SOFTWARE (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, or otherwise transfer rights to the SOFTWARE; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the SOFTWARE; or (v) publish any results of benchmark tests run on the SOFTWARE to a third party without LICENSOR's prior written consent. (vi) Neither SOFTWARE, nor parts of the SOFTWARE code, nor information about the SOFTWARE design may be given to any other party without the written consent of LICENSOR. LICENSOR reserves the right to take suitable technical measures to ensure that SOFTWARE can only be used in accordance with the regulations of this EULA. All titles in and copyrights to the SOFTWARE (including but not limited to any images, photographs, animations, video, audio, music and text, included in any provided example files), the accompanying printed materials, and any copies of the SOFTWARE, are owned by IPG Automotive. The SOFTWARE is protected by copyright laws and international treaty provisions. You may not copy the printed materials accompanying SOFTWARE. In case of evaluation license: the evaluation version of the SOFTWARE is for test purpose only; in no case for commercial use.

5. SERVICE AND MAINTENANCE. The SOFTWARE Maintenance includes receiving new SOFTWARE versions and technical support. With the scope of technical support, users can address their questions to experienced engineers via phone or mail on weekdays during normal business hours. Only in the case of a valid maintenance contract, LICENSOR shall provide maintenance support service for the SOFTWARE. The maintenance support service term may be renewed for any program, at the then-current price, and for the then-applicable term, as long as LICENSOR offers such maintenance support service for such program. Such maintenance shall consist of best efforts to correct documented program errors appearing through use of the SOFTWARE; provided that the SOFTWARE has been used in the manner authorized by this EULA. Service with respect to a given program error will be provided after LICENSOR has received a written request from LICENSEE. LICENSOR's service obligation is limited: (i) to correcting the error and forwarding a corrected version of the SOFTWARE to LICENSEE; (ii) to providing an alternative method to circumvent the error; or (iii) to correcting the error in subsequent SOFTWARE releases. Updates to the SOFTWARE made generally available to other customers of LICENSOR will also be made available to LICENSEE. If LICENSOR investigates an error pursuant to this Section and such error is found to be caused by LICENSEE, data supplied by LICENSEE, operator error or misuse, or any other cause not inherent in the SOFTWARE, LICENSOR reserves the right to charge LICENSEE for such services at LICENSOR's then-current rates. Unless otherwise defined in the offer the maintenance period starts on the date the SOFTWARE has been delivered by LICENSOR to LICENSEE. LICENSEE may reinstate access to Annual Maintenance, provided such reinstatement is made for all licenses of a given licensed program held by LICENSEE. In case of subsequent deliveries, the first delivery counts.

Update conditions for licenses without valid SOFTWARE maintenance:

Any update to a newer version of a SOFTWARE is only permitted if (i) maintenance gaps (= periods without valid SOFTWARE maintenance) are closed retroactively or (ii) a new SOFTWARE maintenance contract with an end date in the future was concluded.

Upgrade conditions:

If an upgrade is purchased in addition to the originally bought SOFTWARE, the period of the originally bought license is valid for the SOFTWARE maintenance. In case the end date of this contract is in the past, updates are only permitted under the conditions mentioned above.

6. TERM OF LICENSE ("TERM"). The term of the license shall continue until termination in accordance with the termination provisions or described in the following:

For rental licenses: LICENSEE acknowledges and agrees that each rental license will expire automatically immediately following the applicable period of the licensed term, unless LICENSEE requests LICENSOR to extend the license term. LICENSEE acknowledges that the programs will cease to function if LICENSEE does not proactively extend the term of the license. LICENSEE acknowledges and agrees that the maintenance support service for each rental license automatically ends with the expiration of the license period. This also applies to evaluation licenses.

For perpetual licenses: LICENSEE has the right to use the programs for an indefinite period of time, subject to the termination provisions. LICENSEE acknowledges and agrees that the maintenance support service for each perpetual license will automatically terminate upon expiration of the initial maintenance support service term of one year that accompanies the purchase of the license. Thereafter, the maintenance support service term for each program may be renewed at the then-current price and for the then-current term so long as LICENSOR provides such maintenance support service for such program.

7. FEES. License fees for the SOFTWARE apply as given in the offer to which this EULA is an attachment. LICENSEE is responsible for any and all taxes.

8. TERMINATION. Without prejudice to any other rights, LICENSOR may terminate this EULA if LICENSEE breaches any of its terms and conditions, without an obligation to repay already paid license fees. Upon termination, LICENSEE shall destroy all copies of the SOFTWARE. LICENSEE's confidentiality obligations according to clause 4 and LICENSEE's obligation to observe LICENSOR's proprietary rights shall survive termination of this EULA.

9. LIMITATION OF LIABILITY. To the maximum extent permitted by applicable law, in no event will LICENSOR or its suppliers or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability of the SOFTWARE, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

10. SPECIAL PROVISIONS FOR ACADEMIC LICENSES. For Academic Licenses at discounted prices, special provisions apply in addition to the provisions of this EULA. They are defined in an additional Special Agreement for discounted academic licenses.

11. GENERAL PROVISIONS. This EULA shall be governed exclusively by the laws of the Federal Republic of Germany. The application of CISG shall be excluded. Any dispute that arises between the parties shall be resolved exclusively by the courts in Karlsruhe/Germany. The headings contained in this EULA are for convenience only and shall not be considered in construing this EULA. If any provision of this EULA is or becomes invalid, such invalidity, in case of doubt, shall have no effect upon the validity or enforceability of the remaining provisions.

12. Please note that the regulations of the attached (i) NVIDIA EULA DR-06739-001_v01_v8.0 from Sept. 2016, Chapters 1 and 6, especially with regard to component CUDA Runtime library cudart.dll for Windows or libcudart.static.a for Linux as well as (ii) NVIDIA SDKS, SAMPLES AND TOOLS AGREEMENT from July 10, 2016 especially for the binary SOFTWARE are also valid for the products CarMaker/Office, CarMaker/HIL, TruckMaker/Office, TruckMaker/HIL, MotorcycleMaker/Office, MotorcycleMaker/HIL as of Release 7.0.

13. IPG AUTOMOTIVE PRODUCT LIFE CYCLE. In the process, LICENSOR uses the following terms and definitions regarding SOFTWARE Releases:

Major Release

Notation: CarMaker M (e.g. CarMaker 7)

A major release introduces new features/groups of new features possibly in conjunction with in-depth UI-and code changes. A major release will typically require the user to perform a project update. While LICENSOR aims for a yearly cycle of major releases, the exact timeline can be subject to change.

Minor Release

Notation: CarMaker M.m (e.g. CarMaker 7.1)

A minor release introduces selected new features/groups of new features possibly in conjunction with UI-and code changes. A minor release usually does not require a project update. Minor releases are optional. In case a minor release is issued, it is scheduled around six months after a major release. Minor releases are attributed to the antecedent major release.

Bugfix Release

Notation: CarMaker M.m.b (e.g. CarMaker 7.1.1)

A bugfix release removes errors found in current releases. A bugfix release usually does not introduce any new features. Bugfix releases do not follow a predefined schedule as they depend on the severity and amount of known errors.

Bugfix Patch

A bugfix patch removes one error or a few specific errors found in a module of one of the current releases. It is tailored to solve severe and urgent issues for one customer. A bugfix patch will not be made available to all customers. Bugfix patches have to be commissioned by a customer and will not be released automatically. A bugfix patch does not introduce any new features.

The product lifecycle of a major release consists of four states:

Living (Current major release M)

- Availability: All minor and bugfix releases of the current major release are available for download in the client area of our website
- Technical support: while in an active maintenance contractual relationship, the LICENSEE can receive support by phone, mail or in special cases on site
- Development support which consists of:
 - Bugfix releases and patches
 - Optional minor releases

Maintained (Last major release M-1)

- Availability: selected (stable) versions of the last major release are available in the client area of our website. Other releases are available on explicit request via technical support
- Technical support: while in an active maintenance contractual relationship, LICENSEE can receive support by phone, mail or in special cases on site
- Maintenance support which consists of:
 - Bugfix releases and patches

Supported (Major release M-2)

- Availability: a selected (stable) version of the major release M-2 is available in the client area of our website. Other releases are available on explicit request via technical support
- Technical support: while in an active maintenance contractual relationship, LICENSEE can receive support by phone, mail or in special cases on site
- Liable for costs/Time & material:
 - Bugfix patches

Discontinued (Major releases M-{3, 4, 5, ...})

- Liable for costs/Time & material:
 - Legacy support: LICENSEE can contact the technical support team and receive support by phone, mail or in special cases on site for older releases of the SOFTWARE. This service is then treated comparable to an engineering project. Legacy support is commissioned / on demand.

14. ACCEPTANCE. By using and/or installing the SOFTWARE, LICENSEE accepts all the terms and conditions of this EULA. If LICENSEE does not agree with the terms and conditions of this EULA, LICENSEE may not use the SOFTWARE.