

## END-USER LICENSE AGREEMENT FOR IPG AUTOMOTIVE SOFTWARE PRODUCTS

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5. SERVICE AND MAINTENANCE. In case of a rental license 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. In case of a perpetual license, only in the case of a valid maintenance contract, LICENSOR shall provide maintenance support service for the SOFTWARE as described above. 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 and partner licenses. Upon expiration, LICENSEE will destroy all copies of the SOFTWARE and any information relating to the SOFTWARE provided by the LICENSOR.

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. LICENSOR may also terminate this EULA if LICENSEE fails to pay for the license when such is due and after a reminder has been sent which LICENSEE has not responded to. Such reminder will not be necessary if a binding date for payment has been agreed upon between LICENSOR and LICENSEE. Upon termination, LICENSEE shall destroy all copies of the SOFTWARE and any relating product documentation provided by LICENSOR. 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. LICENSOR shall not be liable for any claims or damages asserted against him, except in accordance with the following terms:

(a) The LICENSOR is liable for damages arising out of (i) gross negligent or intentional acts by LICENSOR; (ii) culpable injury, damages to health or loss of life; (iii) the mandatory liability of the German product liability act (ProdHaftG) or in other cases where liability is mandatory by law.

(b) The LICENSOR culpably violates an essential contractual duty. In such cases the liability of LICENSOR is in case of a slightly negligent violation limited to the typical foreseeable damage. An essential contractual duty is defined as a contractual duty which is necessary for the proper execution of the agreement, on which the LICENSEE can normally rely on to be fulfilled.

(c) The LICENSOR is liable for damages arising out of a quality guarantee which he has granted to LICENSEE.

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. Certain SOFTWARE may contain third party software components or may require third party software in order to run the SOFTWARE, which may be subject to terms and conditions of their own clickwrap agreement or other on-line agreement ("End User License Agreement" or "EULA"). The relevant third party software and the respective terms and conditions can be found within the "doc/EULA-3rd-Party" folder of the SOFTWARE. LICENSEE is hereby bound by, and shall comply with, the terms and conditions of the applicable EULA with respect to that third party software.

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.