These EB License Terms ("EB T&C") shall govern the licensing of DELIVERABLES by EB to the customer ("CUSTOMER") named in the accompanying quotation ("QUOTATION").

1. DEFINITIONS
In these EB T&C capitalized terms used herein shall have the following meanings, in addition to the capitalized terms in the AGREEMENT:

1.1 ‘AFFILIATE’ of a Party means an entity (i) which is directly or indirectly controlling such Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is under the same direct or indirect ownership or control as such Party. For these purposes, an entity shall be treated as being controlled by another if that other entity has more than fifty percent (50%) of the votes in such entity and is able to direct its affairs.

1.2 ‘AGREEMENT’ means the QUOTATION as accepted by CUSTOMER and the annexes thereto, together with these EB T&C.

1.3 ‘BACKGROUND IP’ means any software, hardware, documentation, materials, data, technology, information, know-how and INTELLECTUAL PROPERTY RIGHTS, in whatever form, that have been created or developed prior to or independently of the PROJECT governed by this AGREEMENT.

1.4 ‘BUSINESS DAY’ means Monday to Friday from 9.00 a.m. to 5.00 p.m. (CET), except German (Bavarian) public holidays.

1.5 ‘CUSTOMER ITEM’ means any specifications, drawings, sketches, models, programs, documentation, software, hardware, other materials, services and all other data which are provided or to be provided by CUSTOMER or on behalf of CUSTOMER in the PROJECT.

1.6 ‘CUSTOMER PRODUCTS’ means products owned by CUSTOMER which contain, as an integral part, in either unmodified or modified form, the DELIVERABLES, GENERATED SOFTWARE or parts thereof.

1.7 ‘DELIVERABLES’ means any and all WORK RESULTS (without building environment), LICENSED PRODUCT, third party components and other deliveries and services as well as any DOCUMENTATION provided and delivered by EB to CUSTOMER under the terms and conditions of the AGREEMENT.

1.8 ‘DOCUMENTATION’ means any product descriptions, user manuals, training materials and other documents related to the DELIVERABLES, furnished by EB to CUSTOMER. The PARTIES shall define the scope of DOCUMENTATION in the Statement of Work.

1.9 ‘EB TOOLING’ means a tool for manufacturing, developing, generating and/or configuring software.

1.10 ‘EFFECTIVE DATE’ means the date on which EB receives the accepted QUOTATIONS from CUSTOMER or any other date the Parties agree to in writing.

1.11 ’ERROR’ means a reproducible fault caused by EB to a DELIVERABLE, which causes the DELIVERABLE, when properly used and operated, to materially deviate from the SPECIFICATIONS.

1.12 ‘GENERATED SOFTWARE’ means software which has been generated and/or configured using EB TOOLING.

1.13 ‘INTELLECTUAL PROPERTY RIGHTS’ OR ‘IPR’ mean any rights (whether owned by or licensed to a Party), other than trade and service marks, existing under patent law, copyright law, data and database protection law, trade secret law, designs rights law (whether or not the design is capable of registration), mask work and chip topography protection law, and all similar proprietary rights and similar rights. ‘EB INTELLECTUAL PROPERTY RIGHTS’ means those IPR that are owned or licensed by EB and that are embodied in or practiced in the use of the DELIVERABLES by CUSTOMER as permitted under the license applicable to CUSTOMER as specified in Section 2 and 3 of these EB T&C.

1.14 ‘LICENSED PRODUCT’ means the software, technology, devices, tools or any component/parts of the aforesaid, including the DOCUMENTATION, in object code format only (if not explicitly agreed to source code disclosure in writing) to be provided under a license by EB to CUSTOMER as identified in the AGREEMENT. LICENSED PRODUCT includes RUNTIME SOFTWARE and EB TOOLING as well as ADAPTATIONS and EXTENSIONS. ‘ADAPTATION’ means modifications, enhancements and customizations of the LICENSED PRODUCT excluding EXTENSIONS. ‘EXTENSION’ means new functionality of a LICENSED PRODUCT.

1.15 ‘PROJECT’ means the PROJECT as defined jointly by CUSTOMER and EB in the QUOTATION for which the DELIVERABLES are provided.

1.16 ‘QUALIFICATION’ means the statement in writing by EB to CUSTOMER outlining the potential effects of a change in the TARGET SYSTEM on the DELIVERABLES and whether and/or to what extent the DELIVERABLES need to be changed as part of a change request process.

1.17 ‘RUNTIME SOFTWARE’ means a LICENSED PRODUCT (software) for use in a motor vehicle.

1.18 ‘SPECIFICATIONS’ means the technical, functional and performance specifications for the DELIVERABLES as described in and/or referred to in the Statement of Work.

1.19 ‘TARGET SYSTEM’ means the platform, target architecture, system and/or user environment the DELIVERABLES shall operate in or with, as specified in the QUOTATION and/or Statement of Work.

1.20 ‘UNIT’ means each single hardware and/or software component containing a royalty-bearing DELIVERABLE or part thereof, modified or unmodified.

1.21 ‘UPDATE’ means new sub-versions of a LICENSED PRODUCT such as bug fixes and smaller revisions, additions, modifications and enhancements of the main versions (= minor releases) indicated by EB as follows: x.1; x.2; x.3 or similar.

1.22 ‘UPGRADE’ means any new version of a LICENSED PRODUCT incorporating major new features or functionalities, indicated by EB as follows: 1.x, 2.x, 3.x etc.

1.23 ‘WORK RESULT’ means a result from engineering services, as defined in the Statement of Work, excluding LICENSED PRODUCT, third party components/IP and open source components. The PARTIES shall define in the Statement of Work whether a WORK RESULT shall be a NON-EXCLUSIVE WORK RESULT (licensed under Section 3.1) or an EXCLUSIVE WORK RESULT (licensed under Section 3.2).

2. GRANT OF RIGHTS IN LICENSED PRODUCT AND GENERATED SOFTWARE

2.1 LICENSE. In consideration of CUSTOMER’s compliance with the terms and conditions of the AGREEMENT EB hereby grants to CUSTOMER, under the EB Intellectual Property Rights a non-exclusive, worldwide, non-transferable, fee- and/or royalty-bearing license, limited and restricted (if defined in the AGREEMENT) to

(i) a certain amount of users and/or a specific kind of access to the LICENSED PRODUCT (please see also Section 2.1.5),

(ii) the licensed term (limitation in time);

(iii) the TARGET SYSTEM (e.g. restricted to a certain defined EC microcontroller family PRODUCT LINE LICENSE);

(iv) the PROJECT (e.g. PROJECT LICENSE) and/or

(v) a specific CUSTOMER PRODUCT as agreed to in the Agreement as follows:

2.1.1. EVALUATION AND DEMONSTRATION LICENSE

(i) to use, copy, perform and internally display the LICENSED PRODUCT and/or the GENERATED SOFTWARE solely for the purposes of evaluating their feasibility for use by CUSTOMER, or as part of CUSTOMER’s products and services, and

(ii) to use, copy, perform, and display the RUNTIME SOFTWARE solely as an integral part of CUSTOMER’s combined soft- and hardware product for purposes of demonstrating to customers and prospective customers.

2.1.2. DEVELOPMENT LICENSE

(i) to use, execute, copy, integrate and compile the RUNTIME SOFTWARE and

(ii) to generate and configure GENERATED SOFTWARE for the purpose of internally developing, configuring, adapting, assembling, integrating and testing CUSTOMER PRODUCTS, but not for mass production.

2.1.3. REPRODUCTION AND DISTRIBUTION LICENSE

(i) to use, copy, integrate and compile the RUNTIME SOFTWARE and/or the GENERATED SOFTWARE for the purpose of creating, testing, fabricating, producing and assembling CUSTOMER PRODUCTS; and

(ii) to make, use, import, distribute, license, offer to sell and sell such CUSTOMER PRODUCTS either directly or indirectly through a tiered or multi-tiered distribution system; and

(iii) to grant to customers a sublicense and right to distribute, offer to sell and to sell CUSTOMER PRODUCTS either directly, or indirectly through a tiered or multi-tiered distribution system; and

(iv) to grant to customers the right to use such CUSTOMER PRODUCTS within the limits set out in these EB T&C.

Notwithstanding the above in this Section 2.1.3, CUSTOMER acknowledges and agrees that neither the LICENSED PRODUCT nor the GENERATED SOFTWARE may be used in any series production unless explicitly released for series production by EB.

2.1.4. EDUCATIONAL LICENSE

To use the LICENSED PRODUCT and/or the GENERATED SOFTWARE for educational, non-commercial purposes in universities and technical schools.

With respect to EB TOOLING CUSTOMER shall generate software modules in object code only and shall not disclose nor provide the GENERATED
SOFTWARE to any third party. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IT IS AGREED AND AGREE THAT ALL DELIVERABLES PROVIDED UNDER OR IN CONNECTION WITH AN EDUCATIONAL LICENSE ARE PROVIDED ON A STRICTLY “AS IS” BASIS, WITHOUT RECURS OR WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, THE PROVISIONS OF SECTIONS 5.1 AND 5.2 SHALL NOT APPLY.

2.1.5. SPECIFIC LICENSE MODELS OF EB TOOLING LICENSES

Node Locked License/Single User License: The license entitles employees of CUSTOMER to use the DELIVERABLE on one personal computer owned by or under the control of LICENSEE. For Single User Licenses the license may be limited to a specified personal computer, which can only be changed by an authorized person. The license also does not allow to install the DELIVERABLES on multiple personal computers or otherwise enable the use of the DELIVERABLE to more than one developer, e.g. remote access or virtualization. This type of license is usually used in project related development teams. Every engineer has its own license.

Dongled License: The Dongled License refers to a PC/Laptop based license, which is protected by a hardware dongle, and entitles employees of CUSTOMER to use the DELIVERABLE on a single, but not specific PC/Laptop by plug-in the dongle. The Parties could agree to restrict the Dongled License to a certain site. The license does not allow to distribute or emulate the dongle via LAN/WAN network. This type of license is usually used if several development teams work at the same development site and the license can be shared between several engineers (floating, but protected by a physical dongle).

Floating License: The Floating License refers to a server based license, which is protected by a server based hardware dongle, and entitles employees of CUSTOMER to use the DELIVERABLES globally in the licensed amount. However, the license is protected by a server license server, which controls and manages the total amount of available seats. This type of license is usually used, if licenses should be shared globally over several development sites and different time zones. Note: A LAN network connection between workstation and license server is required.

2.1.6. SOFTWARE INTEGRATED IN HARDWARE

With respect to any software licensed by EB and embedded into or bundled with hardware manufactured by or on behalf of EB ("EB HARDWARE"), subject to any underlying third party rights and subject to payment in full by CUSTOMER, EB grants to CUSTOMER a non-sublicensable, worldwide, non-exclusive license under EB’s applicable IPR to use the embedded software with such EB HARDWARE in accordance with the applicable user manual(s) and the AGREEMENT. Any specific provisions in the QUOTATION contrary to this clause shall take precedence over the EB T&C. In the absence of such specific provisions specifying the applicable license, CUSTOMER is granted a license to use one copy of embedded software in connection with the EB HARDWARE. CUSTOMER is not permitted to separate the embedded software from the EB HARDWARE, to distribute or transfer the embedded software without the EB HARDWARE.

2.2 SUBLICENSING RIGHTS. CUSTOMER is entitled to grant a sublicense in the RUNTIME SOFTWARE and/or the GENERATED SOFTWARE to

(i) its AFFILIATES, provided however that such AFFILIATE accepts the terms and conditions of the AGREEMENT and enters – on EB’s request - into an AFFILIATE commitment directly to EB, CUSTOMER shall inform EB about such sublicense without any source code and EB reserves the right with respect to a specific AFFILIATE to disapprove the exercise of the sublicense if there are reasonable concerns that such AFFILIATE will not comply with its obligations;

(ii) subcontractors, but only with respect to the license granted under Section 2.1.2, and solely for use in connection with the assembly, production, fabrication, testing and related measures (but not the sale) of CUSTOMER PRODUCTS by or on behalf of CUSTOMER, provided however, that such subcontractors are (1) bound in writing to confidentiality and to the license restrictions granted hereunder and to Section 2.8 (Non Assertion) and (2) obligated in writing to return or destroy, as applicable, the LICENSED PRODUCT and DOCUMENTATION provided to them as soon as they are not required for the purposes of performing the tasks subcontracted to them. CUSTOMER shall inform EB about such subcontractor in advance and EB reserves the right, with the right to object code and/or the GENERATED SOFTWARE are granted or required by the applicable open source licenses.

(iii) its customers within the distribution chain, but only with respect to the license granted under Section 2.1.3., provided that such customers are bound in writing to (1) confidentiality, (2) the license restrictions granted hereunder and (3) Section 2.8 (Non Assertion). Subject to Section 2.2.4 such customers are entitled to grant a sub-license to their subcontractors.

EB is entitled to restrict the sublicense right under Section 2.2.1 to object code versions only.

For clarity, CUSTOMER is not entitled to grant a sub-license in or to EB TOOLING.

CUSTOMER shall be liable to EB for the performance of sub-licensees as for its own.

2.3 SUBLICENSING THIRD PARTY COMPONENTS. If stated in the AGREEMENT, and in consideration of CUSTOMER’s compliance with the terms and conditions of this AGREEMENT, EB hereby grants to CUSTOMER, during the applicable Licensed Term and under the rights identified in the AGREEMENT, a sublicense to use the applicable third party components in a manner consistent with the AGREEMENT.

To the extent stated in the AGREEMENT special third party terms and conditions, as amended by the third party from time to time, supplement, and apply in addition, to the terms and conditions of these EB T&C, and prevail to the extent inconsistent to these EB T&C.

2.4 OPEN SOURCE COMPONENTS. The Parties acknowledge that the DELIVERABLES may contain open source components. For the avoidance of doubt, all utilization of open source components is governed by the applicable open source licenses.

2.5 NO REVERSE ENGINEERING; RESTRICTIONS. Except as permitted in this Section 2 (Grant of Rights) or required by the applicable mandatory law, CUSTOMER shall not (i) allow others to use or access the LICENSED PRODUCT; (ii) modify, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited or limited by applicable law) the LICENSED PRODUCT or create derivative works of any of them; (iii) rent, lease, loan or otherwise transfer rights to the LICENSED PRODUCT; (iv) disclose or make available the LICENSED PRODUCT to any third party; (v) remove or obscure any notices or markings that are specified by law and that are affixed on or incorporated in the LICENSED PRODUCT; (vi) link or combine or otherwise use LICENSED PRODUCT with open source components without EB’s prior written approval.

2.6 NO COMPETITIVE USE. Notwithstanding any other term or condition in the AGREEMENT, CUSTOMER is not entitled and nothing in the AGREEMENT grants to CUSTOMER a right or license to distribute the LICENSED PRODUCTS or any modification thereof as stand alone software solution, unless explicitly agreed to in writing in the AGREEMENT.

2.7 PROTECTION OF LICENSED PRODUCT. All information, data, drawings, specifications, documentation, software listings, source and object code (other than open source) which EB may make available and may from time to time impart to CUSTOMER relating to the LICENSED PRODUCT is proprietary and confidential. CUSTOMER hereby agrees that it shall use the same solely in accordance with the provisions of this AGREEMENT and that it shall not at any time during or after expiration or termination of this AGREEMENT, disclose the same, whether directly or indirectly, to any third party without EB’s prior written consent.

2.8 NON ASSERTION. CUSTOMER hereby covenants and agrees not to bring suit or otherwise assert a claim based on INTELLECTUAL PROPERTY RIGHTS resulting from CUSTOMER’s modification of LICENSED PRODUCT or derivative works thereof against EB (and EB’s Affiliates) and/or EB’s licensees and their respective customers based on or arising out of EB’s and/or EB’s licensees’ and their respective customers enhancement, further development, reproduction, use, distribution, licensing or other disposal of the LICENSED PRODUCT.

2.9 UPSTREAM INDEMNITY. CUSTOMER shall defend, indemnify and hold EB and its Affiliates and the employees, officers and directors of them ("EB Indemnitees") free and harmless from and against any and all claims, losses, damages, liabilities, costs or expenses (including attorneys’ fees and expenses) suffered or sustained by, or asserted against, any EB Indemnitee arising out of or relating to the misuse of the LICENSED PRODUCT or GENERATED SOFTWARE.

2.10 RESERVATION, LICENSOR OWNERSHIP. Except for the express grants under Section 2 (GRANT OF RIGHTS IN LICENSED PRODUCT AND GENERATED SOFTWARE), no other rights or licenses in the LICENSED PRODUCT or the GENERATED SOFTWARE are granted or conveyed to CUSTOMER without limitation, assignment, estoppel, or otherwise. All right, title and interest in the LICENSED PRODUCT shall remain with EB or its licensors.

2.11 NOTICES. Except for any notices required for open source components, notices or patent markings required by EB and/or its licensors to be included in the CUSTOMER PRODUCTS shall be set out in the AGREEMENT. CUSTOMER shall be responsible for reproducing all such markings in the CUSTOMER PRODUCTS, together with any notices and markings required due to open source components, applicable law, regulations or authority decrees.

3. GRANT OF RIGHTS IN WORK RESULTS

3.1 NON EXCLUSIVE WORK RESULTS

3.1.1. LICENSE GRANT. EB grants to CUSTOMER a non-exclusive, worldwide, sub- licensable and irrevocable right in and to NON EXCLUSIVE WORK RESULTS and the INTELLECTUAL PROPERTY RIGHTS therein and thereto, limited and restricted (if agreed in the AGREEMENT) to the use in the TARGET SYSTEM and/or the PROJECT.
3.1.2 OWNERSHIP. The ownership and all rights in and to the NON EXCLUSIVE WORK RESULTS and the INTELLECTUAL PROPERTY RIGHTS therein and therein shall vest irrevocably and exclusively in EB or EB’s licensors without any limitation on use.

3.2 EXCLUSIVE WORK RESULTS

3.2.1 LICENSE GRANT. Subject to Sections 3.2.2, 3.2.3 and 3.3 as well as to payment of the applicable fees and royalties, the ownership and all rights in and to the EXCLUSIVE WORK RESULTS shall vest irrevocably and exclusively in CUSTOMER without any limitation in use.

3.2.2 EB BACKGROUND IP. EB and/or its licensors remains the owner of EB BACKGROUND IP and all rights in and to EB BACKGROUND IP shall remain or vest in EB and/or its licensors. EB grants to CUSTOMER a non-exclusive right to use EB BACKGROUND IP being part of the WORK RESULT to the extent necessary to enable the agreed use of the EXCLUSIVE WORK RESULTS.

3.2.3 GENERAL APPLICATIONS. Subject to Section 3.3, with respect to interfaces of generic use, the non-CUSTOMER specific know how, general technologies, methods, programming steps and algorithms (‘GENERAL APPLICATIONS’) that are part of an EXCLUSIVE WORK RESULT, the ownership of, and all rights in and to, the GENERAL APPLICATIONS shall vest irrevocably and exclusively in EB or EB’s licensors without any limitation on use and EB grants CUSTOMER only a non-exclusive right in and to GENERAL APPLICATIONS.

3.3 GENERAL LICENSE RULES

3.3.1 THIRD PARTY COMPONENTS. To the extent the WORK RESULTS comprise components that were licensed by EB from a third party, EB’s license to such components of the WORK RESULTS shall be non-exclusive. To the extent stated in the AGREEMENT special third party terms and conditions supplement and apply in additional to, the terms and conditions of these EB T&C, and prevail to the extent inconsistent to these EB T&C.

3.3.2 OPEN SOURCE. With respect to a license in and to open source solely the applicable open source license applies.

4. DELIVERY AND ACCEPTANCE

4.1 DELIVERY. EB shall deliver to CUSTOMER the DELIVERABLES EXW EB’s location (Incoterms 2010) according to the delivery schedule and in the format set forth in the QUOTATION.

4.2 ACCEPTANCE. Within 30 days from delivery (ACCEPTANCE PERIOD) CUSTOMER shall test the DELIVERABLES and provide a written ACCEPTANCE certification to EB (‘FORMAL ACCEPTANCE’), provided that the DELIVERABLES do not have significant ERRORS. Non significant ERRORS shall be corrected after acceptance under EB’s warranty obligation. CUSTOMER shall provide to EB a detailed, written report on the test results, particularly any detected ERRORS (if any) and other malfunction specifying, to the extent possible, the source of the ERROR or malfunction and its impact.

The DELIVERABLES shall be deemed to have been accepted, if the ACCEPTANCE CERTIFICATE comprises without CUSTOMER’s written notice of significant ERRORS, or if and to the extent CUSTOMER or a customer of CUSTOMER has placed the DELIVERABLES in use (except for testing purposes). As far as partial deliveries have been agreed upon, they shall be separately subject to acceptance procedure and tested separately. Interaction of all the parts together shall be tested according to this Section 4.2.

5. WARRANTIES AND DISCLAIMERS

5.1 RIGHT TO CONVEY; NO CONFLICTS. EB warrants (a) that EB has all requisite power and authority to enter into the AGREEMENT and carry out its obligations under the AGREEMENT; and (b) that EB has the right (either as owner or as licensee) to grant the licenses and rights granted under Sections 2 and 3 (Grant of Rights) in the DELIVERABLES.

5.2 COMPLIANCE WITH SPECIFICATIONS. EB warrants that the DELIVERABLES, referred to in the defined TARGET SYSTEM, shall comply with all material respects with their applicable SPECIFICATIONS upon delivery and for a period of twelve months following the delivery (‘WARRANTY PERIOD’). CUSTOMER shall test the DELIVERABLES and provide a written receipt of written notice from CUSTOMER within the WARRANTY PERIOD, identifying the specific failure of the DELIVERABLES to conform in all material respects to the SPECIFICATIONS. CUSTOMER shall – to the best of its knowledge – inform EB in writing without undue delay about any error or misconduct, its cause and effects and shall support EB to a reasonable extent in the evaluation and rectification of the error as well as in risk avoidance and risk minimization.

5.3 DISCLAIMERS. APART FROM THOSE WARRANTIES EXPLICITLY SET OUT IN THIS SECTION 5 (WARRANTIES AND DISCLAIMERS), EB DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY REPRESENTATION, WARRANTY, CONDITION OR TERM AS TO THE PERFORMANCE, QUALITY, MERCHANTABILITY, TITLE, FITNESS FOR PURPOSE OR NONINFRINGEMENT OF THE DELIVERABLES COVERED BY THIS AGREEMENT, AND ANY AND ALL SUCH WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OR STATUTORY. ANY EXPRESS OR IMPLIED GREATEST EXTENT PERMITTED BY APPLICABLE LAW. ALL WARRANTIES ARE PERSONAL TO THE CUSTOMER AND DO NOT EXTEND TO ANY SUBCUSTOMERS, CUSTOMERS OR ASSIGNEES.

6. LIMITATION OF LIABILITY

6.1 NO CONSEQUENTIALS. IN NO EVENT SHALL EB, ITS AFFILIATES, ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL LOSSES OR DAMAGES, OR FOR ANY LOSS OF BUSINESS, PROFITS OR GOODWILL, OR ANY OTHER SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, WHETHER BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR TORT, EVEN IF EB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

6.2 LIMIT OF LIABILITY. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF EB AND ITS AFFILIATES (AND THE EMPLOYEES, OFFICERS AND DIRECTORS OF ANY OF THEM, HOWEVER ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WHATSOEVER THE CAUSE THEREOF, INCLUDING (WITHOUT LIMITATION) LIABILITY FOR INFRINGEMENT OF RIGHTS AND INDEMNITY OBLIGATIONS, EXCEED THE LOWER OF THE FOLLOWING AMOUNTS:

(i) REMUNERATION PAYABLE BY CUSTOMER TO EB UNDER THE AGREEMENT OR

(ii) 500,000 USD (IN WORDS: FIVE HUNDRED THOUSAND US Dollar)

6.3 LIABILITY FOR THIRD PARTY COMPONENTS. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT EB DOES NOT WARRANT, AND DOES NOT ASSUME, AND EXPRESSLY DISCLAIMS, LIABILITY FOR LOSSES OR DAMAGES ARISING OUT OF OR CAUSED BY THIRD PARTY COMPONENTS INCLUDING (WITHOUT LIMITATION) OPEN SOURCE.

6.4 INDUSTRIAL STANDARD TECHNOLOGY. NEITHER EB NOR EB AFFILIATES ARE LIABLE FOR ANY DAMAGE, COSTS, LOSSES, EFFORTS, EXPENSES AND/OR RISKS ARISING OUT OF THE USE OF TECHNOLOGY THAT IS COVERED BY AN INDUSTRIAL STANDARD, SUCH AS AUTOSAR, NDS, ETC. FURTHERMORE CUSTOMER INDEMNIFIES EB AND EB AFFILIATES AS WELL AS HOLD EB AND EB AFFILIATES HARMLESS FROM ANY AND ALL DAMAGE, COSTS, LOSSES, EFFORTS AND EXPENSES ARISING OUT OF THE USE OF INDUSTRIAL STANDARD TECHNOLOGY.

6.5 FAIR PLAY PROVISION. TO THE EXTENT EB’S LIABILITY IS NOT SUBJECT TO THE LIMITATIONS UNDER SECTION 6.1, 6.2, 6.3 OR 6.4 ABOVE, THE AMOUNT OF DAMAGES TO BE PAID BY EB UNDER THE AGREEMENT SHALL BE DETERMINED BY HAVING, ADEQUATELY IN FAVOUR OF EB, DUE REGARD TO THE ECONOMIC SITUATION OF EB, NATURE, SCOPE, AND DURATION OF THE BUSINESS RELATIONSHIP, POSSIBLE CAUSATION OR RESPONSIBLE CONTRIBUTIONS BY CUSTOMER ACCORDING TO § 244 BGB, AND ANY DISADVANTAGEOUS SITUATION OF THE PART SUPPLIED OR LICENSED, ESPECIALLY DAMAGES, COST AND EXPENDITURES WHICH SHALL BE PAID BY EB HAVE TO BE IN AN APPROPRIATE RELATIONSHIP TO THE VALUE OF ITS PART BEING DELIVERED OR LICENSED.

6.6 CHANGES TO DELIVERABLES OR TARGET SYSTEM. EB SHALL NOT BE RESPONSIBLE NOR LIABLE FOR ANY CHANGES PROVIDED BY CUSTOMER OR BY THIRD PARTIES IN OR TO THE DELIVERABLES, OR IN OR TO THE TARGET SYSTEM, UNLESS EB PROVIDES A QUALIFICATION.

The Parties acknowledge that a change in or to the TARGET SYSTEM as well as a change of the environment the TARGET SYSTEM is used in could require changes in or to the DELIVERABLES to ensure proper functionality of the DELIVERABLES. Therefore CUSTOMER shall (i) inform EB about changes in or to the TARGET SYSTEM and/or its environment which could affect the functionality of the DELIVERABLES and (ii) cooperate with EB to enable EB for providing the qualification.

6.7 GENERATED SOFTWARE. EB SHALL NOT BE RESPONSIBLE NOR LIABLE FOR GENERATED SOFTWARE, WITHOUT LIMITING THE FOREGOING, EB SHALL NOT AND IS NOT REQUIRED TO CHECK GENERATED SOFTWARE FOR INFRINGEMENT OF THIRD PARTY RIGHTS. IN CASE OF THIRD PARTY CLAIMS AGAINST EB OR EB AFFILIATES RESULTING FROM THE USE OF GENERATED SOFTWARE, CUSTOMER IS RESPONSIBLE FOR THE DEFENSE AND OUTCOMES OF SUCH CLAIMS.
SOFTWARE, CUSTOMER INDEMNIFIES EB AND EB AFFILIATES AS WELL AS HOLD EB AND EB AFFILIATES HARMLESS FROM ANY AND ALL DAMAGES, COSTS, LOSSES, EFFORTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO REASONABLE LEGAL AND ATTORNEY FEES) ARISING FROM SUCH CLAIMS.

6.8 CUSTOMER ITEMS. EB SHALL NOT BE RESPONSIBLE NOR LIABLE, BUT CUSTOMER SHALL SOLELY BE RESPONSIBLE AND LIABLE FOR CUSTOMER ITEMS WITHOUT LIMITING THE FOREGOING, EB SHALL NOT AND IS NOT REQUIRED TO CHECK CUSTOMER ITEMS FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. IN CASE OF ANY CLAIM AGAINST EB RELATING TO THE USE OF CUSTOMER ITEMS, CUSTOMER INDEMNIFIES EB AND EB AFFILIATES AS WELL AS HOLD EB AND EB AFFILIATES HARMLESS FROM ANY AND ALL DAMAGES, COSTS, LOSSES, EFFORTS AND EXPENSES (INCLUDING, BUT NOT LIMITED TO REASONABLE LEGAL AND ATTORNEY FEES) ARISING FROM SUCH CLAIMS.

IN THE EVENT CUSTOMER ITEMS DO NOT MEET THE AGREED REQUIREMENTS OR EB REASONABLY DETERMINES THAT THEY DO NOT FIT FOR THE PURPOSE CUSTOMER SHALL BE RESPONSIBLE TO RESOLVE THIS ISSUE BY COMPLYING TO THE REQUIREMENTS REQUIRED IN THE PROJECT.

7. FORCE MAJEURE

Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure. Events of force majeure are events beyond the control of the Party, which occur after the date of signing of this AGREEMENT and which were not reasonably foreseeable on the date of signing or were not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, acts of government, natural disasters, fire and explosions.

8. TERM AND TERMINATION

8.1 TERM. The AGREEMENT shall come into force on Effective Date and shall be in force until terminated pursuant to Section 8.2 ("Term").

8.2 TERMINATION. Either Party may earlier terminate the AGREEMENT and all rights granted hereunder as follows:

8.2.1. MATERIAL BREACH. In the event that either of the Parties is in material breach of any obligation under the AGREEMENT, the non-breaching Party may terminate the AGREEMENT upon (i) providing the other Party with written notice of the breach and (ii) providing thereafter a sixty (60) day opportunity to cure beginning on the date of receipt by the alleged breaching Party of the notice of breach.

8.2.2. INSOLVENCY. In the event a Party becomes insolvent, or other than temporarily unable to financially fulfill its obligations, or makes an assignment for the benefit of creditors, the non-breaching Party shall have the right to terminate the AGREEMENT immediately upon written notice of such termination.

8.3 EFFECTS OF TERMINATION, CESSATION OR EXPIRATION

8.3.1. EXISTING OBLIGATIONS. Any termination of the AGREEMENT by either Party shall not relieve either Party of any obligation to the other Party arising prior to termination.

8.3.2. COMPENSATION OF COSTS. Additionally to the fees and charges due prior to effectiveness of termination, within thirty days from the effective date of termination, Licensee shall reimburse EB for its reasonable and verified costs (including pre-financed costs, if any) incurred in the performance of this AGREEMENT prior to the effective date of termination, provided that the cumulative amount of the overall fees and charges paid and payable, and the reimbursement of such costs, shall not exceed the amount of fees and charges agreed upon between the PARTIES under the AGREEMENT.

8.3.3. LICENSE RIGHTS. Upon termination, expiration or cessation, if any, of the AGREEMENT and/or a license to a DELIVERABLE, except as provided in Section 8.3.4 (POST TERM USE): (i) all rights granted hereunder expire and cease immediately; (ii) CUSTOMER shall immediately stop all activities in relation to the applicable DELIVERABLES and GENERATED SOFTWARE MODULES and shall cause all its subcontractors to do the same; and (iii) each Party must promptly return or destroy, as instructed by the other Party, any and all confidential information of the other PARTY received hereunder (including all copies and derivatives in whatever form of any such information), and each undertakes not to use that confidential information for any purpose.