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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:

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- (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.

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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)

- 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)

- 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)

- 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.