

STUDENT LICENSING END-USER LICENSE AGREEMENT FOR IPG AUTOMOTIVE SOFTWARE PRODUCTS

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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 as long as LICENSOR can verify that LICENSEE is a student of a supported institution. The license will automatically expire if, (i) LICENSEE is not a student anymore, (ii) if LICENSEE stops using the SOFTWARE through the student licensing program for a period of more than six months, whereas LICENSOR can consequently assume that LICENSEE is no active student anymore, or (iii) the institution, which the LICENSEE is a part of and through which he has registered at the student licensing program of LICENSOR, is not supported anymore by the student licensing program of LICENSOR.

7. FEES. License will be provided free of charge.

8. TERMINATION. Without prejudice to any other rights, LICENSOR may terminate this EULA (i) if LICENSEE breaches any of its terms and conditions or (ii) in one of the cases of Section 6. 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. 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. It is hereby agreed that this EULA shall apply exclusively with regard to the subject matter regulated herein. All existing or future oral or written agreements, contracts or other arrangements relating to this subject matter shall lose their validity upon signature of this Agreement and shall be replaced by this EULA, unless otherwise agreed upon in writing.

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12. 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.

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