

## **GENERAL TERMS and CONDITIONS**

### **A. USER RIGHTS on Software and Documentation**

DOSCH&AMAND Research GmbH&CoKG ("DAR") and its suppliers grant to Customer ("Customer") a nonexclusive and nontransferable license to use DAR software ("Software") in object code form:

- (i) installed in a single location on a hard disk or other storage device by Customer for which Customer has paid a license. Customer may only use the programs contained in the Software
- (ii) for which Customer has paid a license fee or purchase amount.

Except as expressly authorized above, customer shall not

- (i) copy, in whole or in part, the Software or Documentation
- (ii) modify the Software
- (iii) reverse compile or reverse assemble all or any portion of the Software
- (iv) rent, lease, distribute, sell or create derivative works of the Software

### **B. DISCLAIMER**

Except as specified in warranty, all expenses or implied conditions, representations, warranty including, without limitation, any implied warranty of merchantability, fitness for particular purpose, noninfringement of arising from a course of dealing, usage, or trade practice, are hereby excluded to the extent allowed by applicable law.

### **C. LIABILITY**

In no event will DAR or its suppliers be liable for any lost revenue, profit, or data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability arising out of the use of or inability to use the Software even if DAR or its suppliers have been advised of the possibility of such damages.

In no event shall DAR's or its suppliers' liability to Customer, whether in contract, tort (including negligence), or otherwise, exceed the price paid by Customer. The foregoing limitations shall apply even if the above-stated warranty fails of its essential purpose.

DAR is not liable for any negative impact to NRE services resulting in excess time, costs and reduced performance due to faults, errors, bugs, misbehaviour, non data-sheet conform specifications or insufficient performance of technologies supplied by third parties, especially chip sets. Such Hardware including its Firmware are outside DAR's responsibility and not covered by DAR's warranty. Any later use in production or any other use are in full responsibility of the Customer.

This agreement is governed by the law of the Federal Republic of Germany except for the UN law on the sale of goods and international law. The Convention on the International Sale of Goods (CISG) of 04/11/1980 in its respectively valid version does not apply. Place of jurisdiction for all disputes arising out of this agreement involving DAR and CUSTOMER is Munich/Germany.