TERMS OF USE FOR MICROSAR QuickCom

For the use of this software MICROSAR QuickCom (as defined below) the following Terms of Use shall apply.



When using the software, all applicable safety instructions and professional due diligence must be observed. For safety instructions please refer to the applicable user manual and/or to notices provided in appropriate places during use of the software.

Copyright © **Vector Informatik GmbH**, Ingersheimer Str. 24, 70499 Stuttgart, Germany ("Vector"). All rights reserved.

1. License

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation (the "Software") to use the Software for the user's own purposes, subject to the following conditions ("limited and non-exclusive license"). In the event of a violation of the terms set forth herein Vector shall be entitled to revoke this license.

2. License Restrictions

It is prohibited to

- > use the Software for any commercial purpose (the use for research and development ("R&D") is not prohibited);
- reverse engineer, decompile, or disassemble the Software;
- > delete or modify any copyright notices as they may be included in the Software;
- use Vector's name, logos and other brand designations to endorse or promote products either derived from and/or developed and/or configurated with the Software;
- create works derived from the Software:
- redistribute and/or sell copies of the Software; however, redistribution of copies (e.g. via an internal network among affiliated companies), shall be allowed;
- use the Software outside of the scope of "Automotive Applications" and/or "Derived Applications" as defined in the applicable AUTOSAR Premium Partner Agreement. "Automotive Applications" means use-cases related to engine-powered, land-based, non-railed vehicles, such vehicles intended for primary transportation purposes. "Derived Applications" means use-cases that are neither an Automotive Application nor in a field of use of products or service that falls into the categories of ultra-hazardous activities including but not limited to aerospace and aviation, nuclear power, chemical and/or biological reactors, petrochemical, or military (except for military marine transportation vessels).

3. Updates

Vector may, at its own discretion and without any particular announcement, provide updates and upgrades to the Software via its Websites.

4. Open Source and Third-Party Software

The use of the Software may be subject to third-party license terms (e.g., if open source software and/or other third-party software is included in the Software) which – if applicable - are made available in the 3rd party notice file with the Software. Such license terms shall apply in addition to, and in case of discrepancies, prevail over these Terms of Use.

5. Limitation of Warranty

The Software is provided "as is". Any express or implied warranties are disclaimed, including warranties of merchantability, fitness for a particular purpose and noninfringement and that the Software is free of material defects and defects of title.

6. Limitation of Liability

In no event shall Vector be liable for direct, indirect and/or consequential damages due to a material defect or defect of title. These limitations shall not apply in case of (i) intent or gross negligence, (ii) damages resulting from injury to life, the body or health and for claims based on mandatory product liability law.

To the extent that norms, standards and/or specifications (in particular AUTOSAR Specifications) which have not been developed by Vector, and/or Third Party Software (collectively "Third Party Developments") are integrated or implemented in the Vector Software, Vector shall not be liable for any infringement of intellectual property rights resulting from the Third Party Developments, unless Vector had knowledge of such infringements at the time of the download of the Software.

7. Applicable law

These Terms of Use shall be governed by the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). As far as permitted und law, the courts of Stuttgart, Germany, will have jurisdiction for all disputes arising from or in connection with the interpretation or implementation of these Terms of Use.