Software license agreement

Between XXX

(hereinafter referred to as "Licensor”)

and Honda Research Institute Europe GmbH

Carl-Legien-Straße 30

63073 Offenbach am Main

Germany

(hereinafter referred to as "Licensee")

**Preamble**

The Licensee plans to use the Licensor's software products in its business for a limited period of time. The Licensor therefore grants the Licensee the use of its software products for a limited period of time on the basis of this Agreement and provides the Licensee with the latest available version thereof for this purpose.

**§ 1 Definitions**

(1) "Software" means the computer program in object code specified in the attached license certificate (Annex 1) including the associated documentation in the language specified in the license certificate.

(2) "Confidential Information" shall be all information and documents of the respective other party which are marked as confidential or which are to be regarded as confidential under the circumstances, in particular information about products of the respective party, including object codes, documentation and other documents, operational processes, business relationships and know-how.

**§ 2 Subject matter of the contract**

(1) The subject matter of this Agreement is the transfer of the Software for the term of the Agreement together with the granting of the rights required for its use in accordance with the Agreement pursuant to Section 3.

(2) The Licensor shall provide the Licensee with a copy of the program that is the subject matter of this Agreement and the associated documentation in digital form on a suitable data medium. In the event that the Software is protected by means of a license key, the Customer shall receive the license key exclusively for the use of the Software as specified in more detail in this Agreement, the license certificate and the documentation. 2

(3) The owed quality of the software is conclusively determined by the license certificate and the documentation.

(4) Installation and configuration services are not the subject of this Agreement, but may be agreed separately between the parties.

**§ 3 Grant of Rights**

(1) The licensee, upon payment of the fee pursuant to § 4 of this agreement, shall receive the non-exclusive, time-limited to the duration of the lease, non-transferable, and non-sub-licensable right to use the software within the scope granted in this agreement and the license certificate. The contractual use includes installation as well as loading, displaying, and running the installed software. The type and scope of the use are otherwise determined by the license certificate.

(2) The licensee is entitled to create a backup copy of the data carrier provided to them. The licensee must visibly label the created backup copy as "Backup Copy" and include a copyright notice of the manufacturer. The backup copy must be deleted after the end of the term.

(3) Furthermore, the licensee is only entitled to reproduce, modify, or decompile the software if it is legally permissible to do so and only if the necessary information is not made accessible to the licensee upon request by the software manufacturer or the licensor.

(4) In addition to the cases mentioned in paragraphs 1 to 3, the licensee is not authorized to reproduce the software.

(5) The licensee is not authorized to transfer the received copy of the software or any backup copy created, if applicable, to third parties. In particular, the licensee is not allowed to sell, loan, rent, sublicense, publicly reproduce, or make the software accessible in any other way.

(6) If the licensee violates any of the aforementioned provisions, all usage rights granted under this agreement shall immediately become invalid and automatically revert to the licensor. In this case, the licensee must immediately and completely cease using the software, delete all copies of the software installed on their systems, and delete or surrender any backup copy created, if applicable, to the licensor.

**§ 4 Compensation, Maturity, and Default**

The provision of use for the duration specified under § 6 is free of charge. After the expiration of the duration, the parties will discuss the continuation in advance.

**§ 5 Software Protection / Audit**

(1) The licensee is obligated to secure the software against unauthorized access through appropriate measures, particularly by storing all copies of the software in a protected location.

(2) Upon the licensor's request, the licensee shall enable the licensor to verify the proper use of the software, specifically to determine whether the licensee is using the program qualitatively and quantitatively within the scope of the licenses acquired. To this end, the licensee shall provide information to the licensor, grant access to relevant documents and records, and allow the licensor to verify the hardware and software environment in use.

**§ 6 Duration and Termination**

(1) The contract is concluded for a duration of two years. It can be terminated by either party with a notice period of six (6) weeks, expiring at the end of each calendar quarter.

(2) Furthermore, the rental agreement can be terminated by either party without observing a notice period for important reasons, in writing. An important reason that entitles the licensor to terminate the agreement arises, in particular, when the licensee violates the licensor's usage rights by using the software beyond the extent permitted by this contract and fails to rectify the violation within a reasonable period following a warning by the licensor.

(3) Termination must be made in writing. Termination by email is permissible, with the burden of proof for the recipient's acknowledgement lying with the sender.

(4) In the event of termination, the licensee must cease using the software and remove all installed copies of the program from their computers. Furthermore, the licensee must promptly return any backup copies made, or, at the licensor's discretion, destroy them.

**§ 7 Maintenance**

(1) The licensor guarantees the maintenance of the contractually agreed software quality during the term of the contract, as well as ensuring that the software's use does not infringe upon the rights of third parties. The licensor will rectify any material or legal defects in the rented property within a reasonable period of time. The licensor fulfills its obligation to remedy by providing updates equipped with an automatic installation routine for download on its website and by offering telephone support to the licensee for resolving any installation problems that may arise.

(2) The licensee is obliged to promptly notify the licensor in writing of any defects in the software upon their discovery. In the case of material defects, this notification shall include the description of the time of occurrence of the defects and the specific circumstances.

**§ 8 Liability**

(1) The licensor shall be liable without limitation:

* in cases of intent or gross negligence,
* for the infringement of life, body, or health,
* in accordance with the provisions of the Product Liability Act, and
* to the extent of any guarantee assumed by the licensor.

(2) There is no further liability on the part of the licensor. In particular, the licensor is not liable for initial defects unless the conditions of paragraphs 1 and 2 are met.

(3) The above limitation of liability also applies to the personal liability of the licensor's employees, representatives, and officers.

**§ 9 Confidentiality**

(1) The parties undertake to strictly and unconditionally keep confidential any confidential information of the other party and to protect it through appropriate technical and organizational measures. This obligation shall remain in effect for a period of five years after the termination of the contract. The confidentiality of the software code is excluded from this and remains unlimited in time.

(2) This obligation does not apply to confidential information:

a) that was already known to the recipient at the time of the conclusion of the contract or subsequently became known to the recipient from a third party without violating any confidentiality agreement, legal provisions, or official orders;

b) that is publicly known at the time of the conclusion of the contract or subsequently becomes publicly known, unless such disclosure is based on a breach of this contract;

c) that must be disclosed due to legal obligations or by order of a court or authority. Where permissible and possible, the recipient obligated to disclose shall notify the other party in advance and give it the opportunity to take action against the disclosure.

(3) The parties shall only grant access to confidential information to advisors who are bound by professional secrecy or who have previously been imposed with confidentiality obligations corresponding to those of this contract. Furthermore, the parties shall only disclose confidential information to those employees who need it for the performance of this contract and shall also obligate these employees to maintain confidentiality to the extent permitted by labor law after their departure.

**§ 10 Miscellaneous**

(1) The licensee may only transfer rights and obligations from or in connection with this contract to third parties with the written consent of the licensor.

(2) Amendments and supplements to the contract require written form. This also applies to the modification or revocation of this clause.

(3) The general terms and conditions of the licensee shall not apply.

(4) German law shall apply exclusively to this contract, excluding the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (UN Sales Convention).

(5) The place of performance is Offenbach. The exclusive place of jurisdiction is Offenbach.

(6) Should individual provisions of this contract be ineffective, this shall not affect the validity of the remaining provisions in principle. The parties will endeavor to find a provision that is legally and economically most in line with the contractual objective instead of the ineffective provision.

(7) All attachments mentioned in this contract are an integral part of the contract.

Offenbach, A. Richter Honda Research Institute Europe GmbH Offenbach,

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