Agreement on the Delivery of CANape Driver Generator and Library

§ 1   Scope of Contract

1.1   Vector shall deliver to You the XCP ECU driver together with the related user documentation, altogether in the following referred to as "SOFTWARE".

The programs shall operate as described in their product description and more detailed in their user documentation, which may describe functions, which have not been ordered by Client.

1.2   Vector refers to the fact that it is not possible, according to the latest developments in technique, to develop the programs corresponding to the scope of this Agreement, to the effect that the SOFTWARE shall work free of defects in any combinations and applications. Thus, the SOFTWARE delivered under this Agreement shall only be basically usable with regard to the scope of the Agreement as pointed out in § 1.1.

1.3   Vector shall not be liable, in case the SOFTWARE cannot be used for the solution of such tasks as You define, and Vector shall not be liable, in case the SOFTWARE cannot be used on any hardware You use.

§ 2   Right of Use

2.1   Vector transfers to You the nonexclusive and nontransferable right to use the SOFTWARE for Your own developing purposes only. You shall not be entitled to remove or modify references to Vector's copyright in the source code.

2.2   You shall not be entitled to claim any rights or bring any actions against Vector with regard to any modifications and/or extensions of the SOFTWARE which You have developed. This obligation refers to any parts of such programs that You have developed, so that Vector shall not be limited in Vector's own development of the programs in any way.

§ 3   Vector's Obligations

3.1   Vector shall provide the programs on its homepage on the Internet for download by You, subject to the conditions as specified on the homepage.

§ 4   Your Obligations

4.1   You shall agree to the SOFTWARE (also in further versions) being copyrighted by Vector.

§ 5   Charges and Payments

5.1   The license shall be free of charge.

5.2   In case Vector renders support, such support (including integration support, further installations, brief or extended training or consulting) shall be reimbursed separately. If it is agreed to remunerate Vector on the basis of time consumed, hourly rates, traveling expenses and incidental expenses shall be paid in accordance with Vector's respective current standard rates (price list). Vector may submit invoices on a monthly basis.

5.3   Payments shall be due without deductions within 30 days after invoicing. You shall be in default of payment after this period of time without any reminder.

5.4   Duties, taxes and levies including VAT – if applicable – shall be paid by You on all prices.

§ 6   Warranty

6.1   Since Vector provides the SOFTWARE free of charge, Vector shall not be obliged to correct defects.

6.2 Any claims against Vector based on warranty shall be expressly excluded to the extent admissible by law.

§ 7   Vector's Liability

7.1 You shall test the SOFTWARE with diligent care before using the SOFTWARE, and shall do so before You use the SOFTWARE in any applications, which may result in personal injury or death or in any economic loss, respectively.

7.2 With regard to the fact that Vector provides the software free of charge, Vector shall in no event be liable for the infringement of rights of any third party.

§ 8   General Matters

8.1 The contract shall conform with and be governed by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (which has been taken over by German law) shall be expressly excluded.

8.2 The parties hereby submit to the jurisdiction of Vector's main place of business.