Preamble:

In—innovative navigation GmbH, hereinafter referred to as IN, is a producer of various software programs. Their properties and functionally are described. IN is a member of all associations of the relevant software programs. The Standard Licence Terms and general terms of delivery (hereinafter referred to as the Standard Licence Terms) govern and regard the granting of rights to the Customer to the software licensed to the Customer and provide terms and conditions of the contractual relationship with the Customer concerning software. These Standard Licence Terms also govern and regulate IN’s hardware delivery to the Customer and provide terms and conditions of the contractual relationship with the Customer concerning hardware.

1 Validity

The following Standard Licence Terms apply to all accomplished licence and delivery agreements with IN.

IN’s explicitly only accepts those requests and orders which are subject to these Standard Licence Terms. IN is not bound to the Customer’s terms and conditions or other Customer terms in general, unless IN explicitly confirms and agrees to such Customer terms and conditions in a written and signed contract agreement.

2 Object of the Agreement

Software and Hardware

IN transfers the, in the licence key, which is part of the contract, explicitly designated contract software in object code with the instruction manual to the Customer (hereinafter referred to as the Software Documentation) for use in the scope described under section 6. The Customer has only additionally or exclusively understood to deliver a Hardware/Program, IN provides the in the contract documents explicitly designated Hardware to the customer as it is subject to the regulations of section 13.1.2.

Application environment

IN licenses the the, Hard- and Software-environments and especially the operating system, on which the Software has to be used, are defined.

2.1 License type and compensation

The compensation depends on ways and extent of the usage, which are determined by the various licence types in the program certificate. The between IN and the customer agreed compensation which incurs for the particular usage of usage, is determined in these Standard Licence Terms under section 13.10.

3 Definitions

3.1 Software

IN its Standard Licence Terms, the term “Software” refers to all informations and data that are processed on the Hardware of the customer in Program form, and include the material that comes along with it, especially the Software Documentation.

3.2 CPU (central processing unit)

IN its Standard Licence Terms, the term "CPU" (central processing unit) refers to the smallest data processing unit on which it is possible to run the Software.

3.3 Network

IN its Standard Licence Terms, the term "Network" refers to a system consisting of two or more connected CPUs, which enable the Customer to operate the Software simultaneously on two or more user stations (multiversion).

3.4 Runtime License

IN its Standard Licence Terms, the term “Runtime License” refers to a licence in Software only in conjunction with other software products belonging to the Customer and is in accordance with and to the extent expressly authorized and to those Standard Licence Terms and NOT for designing or designing third party products, especially the granting of Subcontracts, or, to the extent, with the exception of the rights of the software contract. The distribution of the piece of Software provided by IN to the Customer in terms of stipulations is allowed in the terms described in section 6.8 the Standard Licence Terms. These terms do not apply for the multiplication of the piece of Software including a building copy of the piece. After the redistribution, all copies of the Software for the customer use to be deleted on the data-processors and Computers.

3.5 Floating License

IN its Standard Licence Terms, a "Floating License" refers to a software licence to use Software on a Network in accordance with and to the extent expressly authorized in these Standard Licence Terms, but only up to the maximum number of simultaneous Multiples users stipulated in the Program Certificate.

3.6 CPU License

IN its Standard Licence Terms, "Application Software" refers to the software which users design directly as authorized under a Development Licence and that process data for the user by the user’s own machines and commands.

3.7 Floating License

IN its Standard Licence Terms, the term "Floating License" refers to a floating license which is used and can be used in its own capacity for Software licensed to the Customer.

3.8 Multiple Use or Multiple Users

IN its Standard Licence Terms, “Multiple Use” refers to the number of an extended multiple and parallel use of Software by means of simulations multiple and parallel running and start-up of functions of Software installed on one or more CPUs. "Multiple Use" also refers to simultaneous multiple and parallel use of Software by means three Standard Licence of simultaneous multiple and parallel operation and running of Software and use of Software hardwares. Technically, numerous Multiple Use can occur simultaneously on one CPU. The implementation of the Software and the introduction of Software to be performed on a system- or user-dependent basis.

4 Delivery

4.1 Delivering the Software

Following the Customer's written order for the goods and the parties’ agreement on the contract key, the agreements’ agreement on the Goods, Software and Hardware, IN shall deliver the Software to the Customer in machine-readable form (direct key) along with the Software Documentation. The Customer receives a Licence Key with the delivery of the Software, that grants him access to the Software for a term determined by the IN. This "licence key request" form and the Program Certificate must be signed by the Customer separately as receiving the Software and retained completed, prior to the Customer engaging in any use of the Software. In the "licence key request" form, the Customer shall identify the number and specifically describe the Software on the Network on which it intends to install and operate the Software. Do or after delivery of the Software the Customer also will receive a licence key allowing it temporary use of the Software for a time-span determined by the IN. IN shall retain the, license key, which is part of the contract, explicitly designated contract software in object code with the instruction manual.

4.2 License key

IN is entitled to take any precautions deemed appropriate by IN in connection with the Software, whether by any license key or otherwise, to protect the Software against usage by the Customer or a third party in breach of the Agreement or otherwise in an unlawful manner.

4.3 Delivering the Hardware

4.3.1 Either IN itself or a third party (for example, the manufacturer or a forwarding agent) shall deliver the Hardware as the Customer’s own risk and cost to the Customer’s address as stipulated in one or more of the Other Contract Documents. IN or third third party will deliver the Hardware to another Customer address (delivery address) only if a prior agreement has been made between the parties to the Agreement.

4.3.2 The conditions and operating conditions of the Hardware provided under the Agreement are set forth in the relevant manufacturer’s written specifications and guarantees or in the manufacturer’s documented technical requirements and specifications, as furnished to the Customer by IN prior to the effect of the Agreement. Further details regarding the hardware or operating conditions may be found in the Hardware Documentation, delivered along with the Hardware.

4.3.3 The Customer is not permitted to reproduce copies of the Hardware Documentation or manufacturer’s written specifications and guarantees, documentation and technical requirements and specifications documented in item 4.3.2, or any other materials or documentation provided or made available by the manufacturer without the written consent of the manufacturer.

4.3.4 The Customer is responsible for installing, operating and maintaining the Hardware, and shall do so in accordance with the Hardware Documentation, except to the extent that the Customer and IN agree in a separate agreement that installation will be carried out by IN, which agreement shall be made in accordance with item 3 of these Standard Licence Terms.

4.3.5 The Customer is responsible for ensuring that the operating conditions (including, without limitation, power supply, space and air conditioning) relate in the operation and maintenance of the Hardware comply with and are promptly provided in accordance with the Corporation. In accordance, the Customer shall be responsible, in its sole responsibility, for procuring, operating, and maintaining the computer hardware, software and other Software products, data files, telecommunication, networks, peripherals and other items and services which comprise the recommended configuration (as updated from time to time by IN) and otherwise are necessary or appropriate to utilize the Hardware. The Customer shall, independently, at its own expense, enter into and maintain any and all agreements for the installation, operation and maintenance of all third party services and products during the term of the Agreement.

4.3.6 The Customer shall have no rights to install, operate, or maintain any Hardware or Hardware Documentation and no rights to possession of any Hardware unless and until the Customer has paid in full the fee therefor and all other amounts due therefor.

4.4 Transfer of risk

When the Hardware, or the medium on which the Software is stored, is passed from IN to another third party (for example, the manufacturer) to the carrier / forwarding agent, then the risk of loss related to the Hardware, medium, and Software immediately is transferred to the Customer as it is Article 457 of the German Civil Code (BGB).

4.5 Delivery dates

4.5.1 Delivery dates shall be expressly acknowledged and confirmed in writing by IN or agreed upon in writing by the parties in the Other Contract Documents and, only upon such confirmation or agreement, shall be legally binding.

4.5.2 IN’s performance shall be carried out in accordance with the agreed delivery dates and subject to the Customer’s availability of its due to make payment and advance and the Customer’s timely and reasonable cooperation and assistance with such delivery. Any failure by the Customer to perform the foregoing obligations automatically extends the delivery dates by the amount of delay caused by the Customer.

4.5.3 Subject to item 4.5.2., IN shall deliver Hardware or Software upon delivery date, the Customer has to notify IN of each case and has to stipulate a reasonable period of time therefore for IN to deliver the Hardware or Software. Should this new delivery date pass without delivery of material Software or Hardware, subject to the terms of the Agreement, including, without limitation, item 4.5.2. of these Standard Licence Terms, the Customer will be entitled to terminate the Agreement at its sole discretion.

4.5.4 In the event that IN informs the Customer of Hardware or Software delivery problems with IN’s suppliers, which compose the recommended configuration (as updated from time to time by IN) and otherwise are necessary or appropriate to utilize the Hardware, Customer shall independently, at its own expense, enter into and maintain any and all agreements for the installation, operation, sale, and maintenance of all third party services and products during the term of the Agreement.

4.5.5 The Customer shall have no rights to install, operate, or maintain any Hardware or Hardware Documentation and no rights to possession of any Hardware unless and until the Customer has paid in full the fee therefor and all other amounts due therefor.

5 Additional services

IN shall only provide services beyond the delivery of the Software or Hardware under and as set forth in the Agreement, which services may include, for example, installation, installation, adaptation, maintenance and training. If and to the extent such provision of such services is additionally and separately agreed upon by the Customer and IN in writing.

6 Scope of use / terms of use

6.1 General terms of use

6.1.1 The scope of use of the Software is dependent on the type of licence granted by IN. In any event, the Customer may only use the Software and Software Documentation in the ordinary course of its business operations and for its own business purpose.
12.2 Defects which are not identifiable within the limits of the proper examination described in item 12.1 must be disclosed by the Customer in writing without delay of a change in the product release number or version. The Customer shall in particular immediately inform IN in writing of the Software product release number or version it is currently using. The Customer shall also in writing without delay of a change in the product release number or version. The Customer shall in particular immediately inform IN in writing of the Software product release number or version it is currently using. The Customer shall in particular immediately inform IN in writing of the Software product release number or version it is currently using.

8.3 The Customer shall not make any transfer, assignment or conveyance of any Software and Documentation to any person (the “Recipient”) unless and until:

b) the Recipient agrees in writing with the Customer for the benefit of IN to be bound legally to the terms and conditions of the Agreement, including without limitation these Standard License Terms. However, an agreement comes into effect only between the Customer and the Recipient and not between IN and the Recipient,

c) this written agreement between the Customer and the Recipient is delivered to IN by the Customer, and

d) the Customer has handed over the Software transferred, conveyed or assigned to the Recipient and has not withheld any copies.

9.7 IN accepts no liability for the consequences of unsatisfactory or missing information from the Customer regarding the Software or the Documentation. To the extent that the quality of the Hardware or Software is not specified in the Documentation or the program certificate, provided that the number of Multiple Users stated in the Program Certificate may not be exceeded. If the Customer is granted a Floating License and desires to increase the number of Multiple Users, it must inform IN of this in writing delay and apply for an extension of the Floating License. Extended Multiple Use in the Network will be permitted upon an appropriate extension of the Agreement is determined by IN and the Customer pays in full the agreed for the extension of the license.

9.1 Subject to full payment of the fee and all other amounts due under the Agreement, IN grants to the Customer the rights of possession of the medium on which the Software is stored or possession of the Software licensed by IN and to combine it with other computer programs exclusively for this purpose. The “Application Software” contains a description of the interfaces intended for this purpose. The Customer is, however, prohibited from using the Development License to apply for an extension of the Floating License. Extended Multiple Use in the Network will be permitted upon an appropriate extension of the Agreement is determined by IN and the Customer pays in full the agreed for the extension of the license.

11.1.9 In particular, the customer is prohibited to admit himself to sub-licenses on the Software with the exception of a written and signed agreement provided by the IN.

8.3 The Customer shall not make any transfer, assignment or conveyance of any Software and Documentation to any person (the “Recipient”) unless and until:

b) the Recipient agrees in writing with the Customer for the benefit of IN to be bound legally to the terms and conditions of the Agreement, including without limitation these Standard License Terms. However, an agreement comes into effect only between the Customer and the Recipient and not between IN and the Recipient.

c) this written agreement between the Customer and the Recipient is delivered to IN by the Customer, and

d) the Customer has handed over the Software transferred, conveyed or assigned to the Recipient and has not withheld any copies.

12.1.9 In particular, the customer is prohibited to admit himself to sub-licenses on the Software with the exception of a written and signed agreement provided by the IN.
21.7 Salvatorian clause
21.6 Choice of law
18.5 In the event of data loss or destruction, IN is only liable if the Customer has not violated its data back-up obligation as described in item 14 of these Standard License Terms. Otherwise Items 18.1 to 18.4 of the Standard License Terms apply.

17.1 If a third party asserts valid claims against the Customer or IN due to an infringement of intellectual property ... authorized use of the Software in accordance with the Documentation and the Standard License Terms delivered by IN, and

15.7 Exclusion of the warranty
The warranties made by IN under these Standard License Terms, and the obligations of IN under the Agreement, run only to the Software and the Hardware, and shall return it to IN. To safeguard guarantee claims the Customer shall directly contact the Manufacturer in accordance with the guarantee of the Manufacturer.

15.5 Manufacturer's guarantee
If the Hardware manufactured goods give (including in particular, but without limitation a non-independent guarantee) for the Software delivered by IN to the Customer, IN shall pay an RMA guarantee with respect to the Software, the Customer shall bring the RMA guarantee into effect. To this end, the Customer shall notify IN in writing of any defects or deficiencies in the Software and such defects or deficiencies in the Software, IN shall have the option to either (i) replace the Software, or (ii) provide a refund for the Software at the price paid by the Customer for the Software.

15.4 Liability under the Agreement or related to Software or Hardware for the lack of assured features (guarantee), shall not be limited to that which a reasonable third party would have incurred under the same circumstances.

Liability
18.5 IN shall have no liability under the provisions of the Agreement with respect to warranty to the extent attributable to any unauthorized or improper use or modification of the Software, any unauthorized combination of the Software with third party software (other than indicated in the recommended configuration) or any use of the Software in hardware or software environment not set forth in the Program Guide.

18.4 Liability under the Agreement or related to Software or Hardware for the lack of assured features (guarantee), IN shall have no liability for the use or defect as described in item 15.4 of these Standard License Terms in this case is excluded.

IN's liability under item 18.1 is contingent upon the Customer immediately informing IN in writing of such third party infringement or the Customer tendering sole defense and

18.3 IN's liability shall be limited to the repair or replacement of the Software and/or Hardware or, at IN's option, the return of the purchase price paid by the Customer. IN shall not be liable for any indirect or consequential damages or losses suffered by the Customer as a result of the use of the Software or Hardware.

18.2 IN's liability for damage to persons or property
Any and all warranty claims by the Customer including claims for damage due to a material Defect or deficiency of title of the Software or Hardware shall be brought within one year after delivery by IN to the Customer. Customer's right to terminate the Agreement must also be exercised within the same period of limitation.

20 Period of limitation for other claims for damages or replacement of expenses
20.5 If any and all claims by the Customer for damages due to violations of IN's claims and obligations other than to the Software or deficiency of title of the Software or Hardware shall be brought within 18 months calculated from the legal start of the limitation period for those claims. The Customer shall notify IN in writing of such violation. IN shall be entitled to a grace period of 6 months to correct the violation. Upon expiry of such grace period, IN shall be liable for all damages and expenses claimed by the Customer.

20.4 The period of limitation for the Customer's claims for compensation of futile expenses instead of claims for damages as a substitute for performance is in accordance with the period of limitations for the respective appropriate claim for damages. Claims for compensation of futile expenses shall be limited to that which a reasonable third party would have incurred as a result of the non-performance.

21 Final provisions
21.1 Confidentiality
The Customer shall be entitled to use due care the Software, Hardware and Documentation, (in particular, but without limitation the separate export interface instructions and the back-up copy) from unauthorized knowledge of third parties, this also includes the knowledge of unauthorized employees. The Consumer also has the right to damages resulting from this confidentiality obligation.

21.2 Other limitations
The warranties made by IN under these Standard License Terms, and the obligations of IN under the Agreement, run only to the Customer and not to its affiliates, customers, or any other persons. Under these circumstances the Customer may not assign or sublicense the Agreement to any third parties for any purpose. If any attempts involving the Agreement, such third parties of the Customer's obligations are to be considered.

Amendments and supplements
Amendments and supplements to this Agreement are only effective as between the parties if they are set forth in a writing signed by both parties.

21.3 Amendments and supplements
The place of performance is Eningen/Black Forest.

21.4 Governing law
IN shall be liable in any actions relating to or arising under the Agreement, each of the parties hereby waives to the exclusion jurisdiction and venue of the Courts in Stuttgart.

21.5 Choice of law
This Agreement is subject to German law, to jurisdiction, but without limitation to the German Civil Code and the German Commercial Code. The application of the Uniform UN Convention on Contracts for the International Sale of Goods shall not apply.

21.6 Subchapters
If any term or provision of these Standard License Terms is held to any extent unenforceable, invalid or prohibited under law, then the legal effectiveness of the remaining terms and provisions shall not be affected. IN and the Customer agree that the invalid, unenforceable or legally prohibited terms and provisions shall be replaced by terms and provisions which are economically and legally closest to the invalid, prohibited or unenforceable terms and provisions. The same is true in the case of a loophole in the provisions.