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Schaeffler Engineering GmbH  
(hereafter referred to as SEN)****as of: 09/2001****Opening the packet/seal of the supplied software, installation or other use thereof constitutes acceptance of the following software licence agreement!****1 Object of Contract**

- 1.1 The current state of the art makes it impossible to produce software, in the supplied scale, that works without error in all combinations and applications. The object of contract is therefore only as stated in the description and directions of basically usable program, including the entire documentation, instruction manuals and further documents, hereafter referred to as "software".
- 1.2 The licensee acquires through purchase the physical media (processor, diskette, paper etc.), not however the rights to the software itself. SEN remains the exclusive owner of these rights. These include in particular all rights to disclosure, reproduction, modification, and sale of the software.

**2 Licence Terms**

- 2.1 SEN grants the licensee a non-exclusive and non-transferable right to the use of the software mentioned in the associated software licence certificate and associated documentation, within the terms of the following agreement, exclusively for their own use.
- 2.2 In case of ECU software, the licensee guarantees that the licensed software or parts of this software are only used on ECUs released for this purpose by SEN.
- 2.3 A single licence gives the right to install the software on 1 (one) single computer.
- 2.4 A multiple licence limits the number of installations to the number specified on the associated licence certificate.
- 2.5 A network licence is only valid in conjunction with a single or multiple licence. It authorises the software to be installed on a network, on condition that it is made sure that the simultaneous use is limited to the number of licences purchased.
- 2.6 A general licence authorises an unlimited number of software installations, also on a network. Use is restricted to the employees of the general licence holder.

**3 Reproduction**

Copying of the media and documentation is allowed exclusively for backup or archival purposes. Trademarks and registration numbers present in the software may not be removed. The licensee is required to note the SEN copyright on the backup copy.

**4 Restrictions**

- 4.1 Any and all sale or transfer of the software, documentation or possibility of use by a third party, also loan or rent thereof, is not permitted without previous written agreement from SEN.

- 4.2 The software may not be compiled, decompiled, disassembled, reverse engineered or modified to a form beyond that covered by the original configuration and programming determined by SEN. It may only be used as the delivered entity. Furthermore, the licensee guarantees that no third party will have access to the knowledge and information about the software's program structure, program flow and methods, which the licensee obtained during the co-operation with SEN.

- 4.3 No guarantee is made that the software meets the requirements of the licensee, or that it runs on the hardware and software configuration of the licensee's computer system and its environment.

- 4.4 The greatest care was used in developing the software, however the user uses it at his own risk. SEN assumes no liability for any damages caused by the program or resulting from data produced by the program, especially in case of prohibited use or use not corresponding to this licence agreement. This is also valid for damages of the licence software itself.

**5 Term**

The licence duration is not limited in time unless agreed otherwise. It terminates, however, if any terms or conditions of this agreement are not complied with. In that case, all installations, copies and modifications are to be proved destroyed, or to be handed over to SEN at their request.

**6 Releases, Updates, Upgrades, Maintenance and Care**

- 6.1 SEN is not required to supply software releases, updates, upgrades, maintenance or care, unless a corresponding contract is made that fully covers details thereof.
- 6.2 SEN has the right, at their own discretion, to produce updated, new or corrected versions of the software. In this case, SEN sets a corresponding fee to be paid by the licensee for update or exchange of the software at their request.

**7 Import / Export**

When the software is imported/exported the licensee is to observe the import/export regulations of all countries concerned.

**8 Damages for Breach of Contract**

The licensee is liable to SEN for any damages that SEN may suffer due to a breach of this contract.

**9 Final Specification**

SEN's general terms and conditions as well as SEN's terms of guarantee are of overriding importance.