

ADTF License Agreement
License Agreement for Granting an Academic License

Version 2 (29.11.2019)

0. Preamble

You ("LICENSEE") wish to acquire the rights of utilization of the ADTF software. Digitalwerk GmbH, Im Gewerbepark C15, 93059 Regensburg, registered in the Commercial Register of the Regensburg Local Court – HRB 15812 ("LICENSER") is entitled to grant the LICENSEE rights of utilization for the ADTF software and its documentation. ADTF is a software development platform on the basis of which various software applications and functions can be flexibly created. This implies that the LICENSEE and the LICENSER conclude the following ADTF License Agreement on granting of an Academic License ("Agreement"):

1. Definitions

As far as no other interpretation results from the context, the following definitions shall apply to the CONTRACT.

ADTF:

Automotive Data and Time-Triggered Framework ("ADTF") refers to the software subject to this agreement in refers to the software subject to this agreement in detailed in the user manual and the developer manual.

ACADEMIC LICENCE:

An "ACADEMIC LICENCE" enables the use of ADTF for development activities, as a single-user license within universities and for students exclusively for noncommercial purposes only.

DOCUMENTATION:

"DOCUMENTATION" stands for the user manuals issued by the LICENSER together with ADTF (user manual and developer manual). The DOCUMENTATION is provided in English.

SUBJECT OF LICENSE:

"SUBJECT OF LICENSE" describes ADTF and the DOCUMENTATION.

CONTRACT:

The term "CONTRACT" stands for this CONTRACT together with all associated annexes.

CONTRACT PARTY:

Depending on the context, "CONTRACT PARTY" indicates either the LICENSER or the LICENSEE. "CONTRACTING PARTY" in plural stands for both parties.

2. Assignment of right restrictions of use

2.1 The LICENSER grants the LICENSEE the non-exclusive right of use of the subject of license, which is limited to the LICENSEE, non-sublicensable, unlimited by time and location, in accordance with the following conditions.

2.2 The right of use of ADTF according to clause 2.1 of this CONTRACT is expressly limited to ADTF's object code. However, this does not imply any right of use or edit ADTF's source code.

2.3 The right of use of ADTF according to clause 2.1 of this CONTRACT shall be limited to internal, exclusively non-commercial use for own research and teaching and shall not be transferable to third parties. A right of use on behalf of third parties, in third party projects, for own commercial projects, for the development of competing products is expressly not granted.

2.4 The ACADEMIC LICENSE entitles the LICENSEE to use ADTF at workstations of the LICENSEE. License keys are supplied, by means of which the use of certain workstations is determined. The ACADEMIC LICENSE is not transferable to other workstations and/or third parties.

2.5 The LICENSE AGREEMENT is protected by the copyright law and other laws as well as treaties that protect intellectual property. Ownership, copyright and all other proprietary rights in ADTF shall not pass to the LICENSEE. This agreement only grants a right of use to the SUBJECT OF LICENSE in accordance with clause 2.

2.6 Rights of use beyond the scope of this contract or other rights, regardless of their nature, in particular ownership rights, name rights, as well as patent rights, utility models and/or trademarks and other industrial property rights, shall neither be conceded between the parties nor shall a corresponding obligation to grant such rights, result from this contract.

2.7 The LICENSEE will receive the DOCUMENTATION in English

2.8 Except the extent permitted by law (in particular according to §§ 69d, 69eUrhG) and in this CONTRACT and its annexes expressly authorized, the LICENSEE shall not be entitled to:

- a) reproduce ADTF or the DOCUMENTATION or to remove any copyright, trademark or other proprietary notices.
- b) decompile or in any other matter, reconnect development levels of ADTF, insofar as this is not indispensable for the purpose of achieving interoperability with an independently created computer program.
- c) distribute, disclose, sell, rent or lease ADTF or the DOCUMENTATION, including via the Internet or similar network technology.
- d) use ADTF or the DOCUMENTATION in the context of data center operations for third parties, service offices or an ASP solution or furthermore to rent, lease or lend it to third parties in any other way.

2.9 Should there be reasonable suspicion that the LICENSEE has breached the obligations under clause 2 of this CONTRACT, the LICENSER shall be entitled – at its own expense and after prior notification to the LICENSEE – to check the number of copies of ADTF used by the LICENSEE, the server environments on which ADTF is installed as well as the further scope of use of the software. If an examination shows that the LICENSEE has breached the obligations under clause 2 of this CONTRACT, the LICENSEE shall reimburse the LICENSER for the necessary costs incurred by the examination.

3. Installation

The LICENSEE shall install ADTF on his hardware and software environment proactively.

4. Technical support and software maintenance, training and consulting Services

4.1 As part of a free ACADEMIC LICENSE, the LICENSER does not owe the performance of technical support and maintenance, training and consulting services.

4.2 The LICENSEE may post any questions on the portal www.stackoverflow.com. The LICENSEE has no legal claim against the LICENSER for answers concerning these questions.

5. Obligations of the LICENSEE to cooperate and provide information

5.1 The LICENSEE bears the risk that the SUBJECT OF LICENSE meets his

requirements. The LICENSEE shall be solely responsible for the set-up of a functional and sufficiently dimensioned hardware and software environment -taking the additional load, caused by the SUBJECT OF LICENSE, into account.

5.2 The LICENSEE shall take reasonable precautions in case that the SUBJECT OF LICENSE does not operate properly in whole or in part (e.g. by daily data backup, fault diagnosis, regular review of data processing results, etc.). The LICENSER may assume that all data of the LICENSEE with which ADTF may come into contact are saved by the LICENSEE.

6. Exclusion of liability for quality defects and defects of title; no assurance of properties; no guarantees

6.1 The LICENSER's liability for quality defects and defects of title is excluded.

6.2 Clause 6.1 shall not apply in the event that the LICENSER has fraudulently concealed quality defects or defects of title.

6.3 Claims for damages shall be subject to the restrictions stipulated in clause 7 of this CONTRACT.

6.4 Explanations of the LICENSER regarding the SUBJECT OF LICENSE and other descriptions are to be understood exclusively as a description of the possible use and not as an assurance of certain properties or the assumption of a guarantee.

6.5 Statements of the LICENSER regarding the SUBJECT OF LICENSE are warranted characteristics or guarantees in the legal sense, only if they are made in writing and are expressly and literally marked as "warranty" or "guarantee".

7. Limitation of liability

7.1 The LICENSER shall have unlimited liability for damages caused intentionally or by gross negligence by the LICENSER, its legal representatives or executive employees as well as for damages caused intentionally by other vicarious agents.

7.2 The LICENSER shall be liable, without limitation, for damages caused intentionally or negligently from injury to life, body or health by the LICENSER, its legal representatives or vicarious agents.

7.3 The LICENSER shall be liable for damages in terms of product liability, especially in accordance with the regulations of the Product Liability Act.

7.4 Damage caused by the LICENSER through slight negligence shall only be compensated, if this involves the breach of an essential obligation, the non-observance of which endangers the attainment of the contract purpose and/or the fulfilment which enables the proper implementation of the contract, in the first place, and on the fulfilment of which the LICENSEE may regularly rely on (cardinal obligation). In this case, the liability of the LICENSER shall, additionally, be limited to the extent of damage which the LICENSER generally had to expect when concluding the contract, due to the circumstances known at this juncture and in view of the character of the contractual agreements.

7.5 The LICENSER points out, that an extension of liability, especially concerning a limitation regarding amount, can be agreed on, by concluding concerning a limitation regarding amount, can be agreed on, by concluding

7.6 The LICENSER shall only be liable for loss or damage of data and its recovery, provided that such loss could not have been avoidable even by taking appropriate data backup measures through the LICENSEE.

7.7 Any further liability of the LICENSER is excluded in principle.

8. Other regulations

8.1 General terms and conditions of both CONTRACTING PARTIES shall not be part of the contract. Their inclusion is hereby expressly excluded.

8.2 All notices, consents and other agreements required or permitted by this CONTRACT must be made in writing. Subsidiary agreements, amendments or supplements to this CONTRACT shall only be effective if they are made in writing and with the specific citation of the clause of this CONTRACT, which writing and with the specific citation of the clause of this CONTRACT, which requirement shall also require the written form to be effective. The written form shall not be replaced by the electronic signature.

8.3 This CONTRACT is subject to German law, as it applies between German nationals. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. However, according to Article 6 § 2 s. 2 of the so-called Rome I Regulation 593/2008, this choice of law does not result in a consumer being withdrawn of the protection granted to him by those regulations from which (according to the law would be applicable in the absence of a choice of law) it is not permissible to deviate by agreement. For a LICENSEE within the European Union, this means that the mandatory consumer protection laws, of the country in which the LICENSEE has his habitual residence, shall continue to apply to this

CONTRACT; despite the preceding choice of law. This applies in particular to laws which, among others, serve to protect the LICENSEE from unfair contractual clauses.

8.4 The exclusive place of jurisdiction for disputes arising from, or in connection with this contract, shall be Regensburg for both parties of the contract.

8.5 Should individual regulations of this contract be or become invalid, this shall not affect the validity of the contract as a whole. The contracting parties are obliged to replace the ineffective regulation by an effective one, which comes closest to the contractual objective taking the mutual economic interests into account.

ADTF 许可协议 授予学术许可的许可协议

第 2 版 (29.11.2019)

1. 序言

您(“许可人”)希望获得 ADTF 的使用权软件。Digitalwerk GmbH, Im Gewerbepark C15, 93059 Regensburg, registered in the Commercial Register of the Regensburg Local Court - HRB 15812 (“许可人”)有权授予被许可人 ADTF 软件及其文档的使用权。ADTF 是一个软件开发平台,在此基础上可以灵活地创建各种软件应用程序和功能。这意味着被许可人和许可人在授予学术许可时缔结以下 ADTF 许可协议(“协议”):

1. 定义

在上下文没有其他解释的情况下,以下定义适用于合同。

ADTF:

汽车数据和时间触发框架(Automotive Data and Time-Triggered Framework, 简称“ADTF”)是指本协议的软件,详见用户手册和开发人员手册。

学术许可:

学术许可证“允许将 ADTF 用于开发活动,作为大学内部的单用户许可证,学生只能用于非商业目的。

证明文件:

“文档”指许可人与 ADTF 一起发布的用户手册(用户手册和开发人员手册)。文档以英文提供。

许可对象:

“许可证主题”描述了 ADTF 和文档。

合同:

合同“一词系指本合同及所有相关附件。

合同方:

根据上下文,“合同方”既可以指许可人,也可以指被许可人。“合同方”复数形式代表双方。

2. 使用限制权的转让

2.1 根据以下条件,许可人授予被许可人对许可标的的非独占使用权,该使用权仅限于被许可人,不可转让,不限时间和地点。

2.2 根据本合同第 2.1 条，ADTF 的使用权明确限于 ADTF 的目标代码。但这并不意味着使用或编辑 ADTF 源代码的权利。

2.3 根据本合同第 2.1 条的规定，ADTF 的使用权仅限于内部使用，且仅限于非商业性使用，用于自身的研究和教学，不得转让给第三方。代表第三方、在第三方项目中、为自己的商业目的使用 ADTF 的权利不得转让给第三方。明确表示不允许为开发竞争性产品而进行项目。

2.4 ACADEMIC LICENSE 允许被许可人在其工作站上使用 ADTF。提供的许可证密钥用于确定某些工作站的使用。ACADEMICAL LICENSE 不得转让给其他工作站和/或第三方。

2.5 许可协议受版权法和其他法律以及知识产权保护条约的保护。ADTF 的所有权、版权和所有其他专有权利不得转让给许可使用人。

2.6 超出本合同范围的使用权或其他权利，无论其性质如何，特别是所有权、名称权以及专利权、实用新型和/或商标权和其他工业产权，双方之间均不得让步，也不得因本合同而产生授予这些权利的相应义务。

2.7 许可证持有者将收到英文版的文件

2.8 除法律允许的范围（特别是根据《欧盟法律》第 69d 条和第 69e 条）和本合同及其附件明确授权外，许可使用人无权：

- a) 复制 ADTF 或文档，或删除任何版权、商标或其他所有权声明。
- b) 反编译或以任何其他方式重新连接 ADTF 的开发层面，只要这不是实现以下目的所必需的与独立创建的计算机程序的互操作性。
- c) 分发、披露、出售、出租或租赁 ADTF 或文档、包括通过互联网或类似的网络技术。
- d) 在数据中心运行中使用 ADTF 或文档为第三方、服务办事处或 ASP 解决方案，或进一步为以任何其他方式向第三方出租、租赁或出借。

2.9 如果有合理理由怀疑许可人违反了本合同第 2 条规定的义务，许可人有权在事先通知许可人的情况下，自费检查许可人使用的 ADTF 副本数量、安装 ADTF 的服务器环境以及软件的进一步使用范围。如果检查结果显示许可使用人违反了本合同第 2 条规定的义务，则许可使用人应向许可人偿还检查所产生的必要费用。

3. 安装

许可使用人应在其硬件和软件环境中安装 ADTF 积极主动。

4. 技术支持和软件维护、培训和咨询服务

- 4.1 作为免费学术许可的一部分，许可人并不对以下方面负有责任提供技术支持和维护、培训和咨询服务。
- 4.2 许可人可在门户网站 www.stackoverflow.com 上提出任何问题，许可人不得就这些问题的答复向许可人提出任何法律索赔。
5. 许可使用人合作和提供信息的义务
- 5.1 许可证持有者承担许可证标的物符合其以下条件的风险要求。被许可人应全权负责建立一个功能完善、尺寸合适的硬件和软件环境，同时考虑到许可标的所带来的额外负载。
- 5.2 在许可对象全部或部分不能正常运行的情况下，许可方应采取合理的预防措施（如每日数据备份、故障诊断、定期检查数据处理结果等）。
6. 对质量缺陷和产权缺陷不承担责任；对财产不作保证；不作担保
- 6.1 许可人对质量缺陷和所有权缺陷不承担责任。
- 6.2 第 6.1 条不适用于许可人以欺诈手段隐瞒质量缺陷或所有权缺陷的情况。
- 6.3 损害赔偿要求应受本合同第 7 条规定的限制。
- 6.4 许可人对许可标的的解释和其他说明应仅被理解为对可能用途的描述，而不是对某些特性的保证或担保。
- 6.5 许可人关于许可标的的声明，只有在以书面形式作出并明确标明“保证”或“担保”的情况下，才是法律意义上的保证特性或担保。
7. 责任限制
- 7.1 对于许可人、其法定代表人或执行员工故意或重大过失造成的损失，以及其他代理人故意造成的损失，许可人应承担无限责任。
- 7.2 授权人须对下列情况所造成的损害负责，但不受限制故意或过失造成的生命、身体或健康伤害许可人、其法定代表人或代理人。
- 7.3 许可人应承担产品责任方面的损害赔偿、特别是根据《产品责任法》的规定。
- 7.4 软件授权人因轻微疏忽而造成的损害，只有在违反基本义务的情况下才会获得赔偿，不遵守基本义务首先会危及合同目的的达成和/或使合同得以正常执行的履行，而且被授权人可以经常依赖基本义务的履行（基本义务）。在这种情况下，许可人的责任应仅限于许可人在签订合同时，根据当时已知的情况和合同协议的性质，一般应预期的损害程度。

7.5 许可人指出，扩大法律责任的范围，特别是关于金额限制的协议，可以通过缔结以下协议来达成关于数额限制的协议，可以通过缔结以下协议来达成。

7.6 许可人只会对数据的遗失或损坏及其以下情况负责只要这种损失即使通过以下方式也无法避免通过许可人采取适当的数据备份措施。

7.7 授权人原则上不承担任何其他责任。

9. 其他规定

8.1 合同双方的一般条款和条件不应成为合同的组成部分。在此明确排除将其包括在内。

8.2 本合同要求或允许的所有通知、同意和其他协议必须以书面形式作出。本合同的附属协议、修订或补充只有在以书面形式并具体引用本合同条款的情况下方可生效，该书面形式和具体引用本合同条款的要求也要求以书面形式生效。电子签名不得取代书面形式。

8.3 本合同受德国法律管辖，因为德国法律适用于德国人与德国人之间。联合国国际货物销售合同公约》的适用范围被排除在外。但是，根据《联合国国际货物销售合同公约》根据第 593/2008 号所谓的《罗马一号条例》第 6 条第 2 款第 2 项的规定，这种法律选择并不导致消费者被撤销这些条例赋予他的保护，因为根据这些条例（根据法律将被撤销），消费者的权利将受到保护。在没有法律选择的情况下适用）是不允许的。对于欧盟境内的许可人而言，这意味着消费者所在国的强制性消费者保护法律许可证持有者的惯常居所应继续适用于本公约。尽管有前面的法律选择。这尤其适用于这些法律，除其他外，旨在保护许可使用人免受不公平竞争的侵害合同条款。

8.4 因下列原因引起的或在下列情况下发生的争议的专属管辖地为与本合同相关的合同双方均应为雷根斯堡。

8.5 如果本合同的个别条款失效或无效，不影响整个合同的有效性。合同双方有义务在考虑到共同经济利益的情况下，以最接近合同目标的有效规定取代无效规定。