

License agreement for Knorr-Bremse Service Locator Software

Preamble

The present Smart Phone / Tablet (hereinafter: "Device") Application or App "Knorr-Bremse Service Locator" (hereinafter: "Licensed Product") provided by Knorr-Bremse Systeme für Nutzfahrzeuge GmbH (hereinafter "Licensor"), shall enable the Device to provide information about the available Knorr-Bremse contacts (KB locations, KB distributors, KB Service Centers and Alltrucks Service Centers) in the vicinity of the users current position.

§ 1 Conclusion of Contract

This Agreement is a legally valid contract between you (hereinafter: "Licensee") and the Licensor. Licensee accepts the Agreement by downloading, installing or otherwise using the Licensed Product. The Licensee is not authorized to use the Licensed Product in case he is not willing to accept the terms and conditions of this Agreement.

§ 2 Performance of the Licensor

(1) Granting of right

The Licensor shall grant to the Licensee a non-exclusive, non-assignable right of use of the Licensed Product and the related documentation for the term of this Agreement.

(2) Extent of Licence

The licence entitles exclusively to find Knorr-Bremse contacts with the Licensed Product. The License User shall ensure that the Device is correctly secured into the vehicle in such manner that does not cause obstruction of the drivers view or cause harm to the occupants of the vehicle. The License User shall undertake not to use the Device and Licensed Product in any manner that is in conflict with local law when operating the vehicle.

§ 3 Rights in the Licensed Product

The Licensor shall remain the owner of all the rights in the Licensed Product. The documentation submitted to the Licensee remains in the ownership of the Licensor. However, for the term of this Agreement, a license to use the Licensed Product and related documentation is granted to the Licensee pursuant to § 2.

§ 4 Sales Documentation; Updates

The Licensee shall always take note of and adhere to the latest sales documentation, and shall update the Licensed Product immediately if a new update is available.

§ 5 Warranties and Liability

(1) The Licensor warrants that the Licensed Product will substantially provide the key functions and meet the acknowledged state of the art. The warranty does not apply to damages and malfunctions or not sufficient repair results or consultant results caused by incorrect usage, modifications of the software, use of not-updated software, the non-observance of the current sales documentation by the Licensee or the lack of professional knowledge of a contacted Knorr-Bremse contact.

(2) In case of a defect of the Licensed Product, the Licensor takes the following measures at his sole discretion:

- the Licensed Product is put by remedy in the contractually agreed condition
- a new Licensed Product is provided

The Licensee shall support the Licensor in correcting the defect upon request of the Licensor.

(3) The Licensor shall only be liable for wilful intent, personal injury or death as well as for product liability claims according to the mandatory statutory provisions. Any further liability is excluded, unless said limitation is against applicable mandatory law.

(4) The Licensor shall not bear the responsibility for incorrect usage of the program or for the stability of any other software or data previously or later installed.

(5) The licensor shall not bear the responsibility for missing workshop equipment required to solve an issue in a commercial vehicle or for the missing expertise to solve technical problems regarding the Knorr-Bremse product portfolio.

§ 6 Confidentiality

(1) Both parties undertake towards each other not to disclose to any third parties any of their know-how and business secrets that they may come to know during the performance of this Agreement and to instruct their employees accordingly. The Licensee shall not use the Licensed Product and the related know-how in order to produce or to use a competing product.

(2) The Licensor shall not collect personal information from the Licensed Product. Diagnostic Information for the improvement of the Licensed Product may be collected and sent to the Licensor by email at the request of the Licensee.

§ 7 Duration of the Agreement

This Agreement shall be valid for an indefinite period of time. It can be terminated by either party subject to one month prior written notice with effect to the end of the month. The right to terminate for good reason shall not be affected by this clause.

§ 8 Expiration of the assigned rights; Winding-up of the Agreement

(1) The rights assigned under § 2 shall expire and fall back to the Licensor upon the end of the Agreement without any further legal transaction.

(2) Upon termination of the Agreement the Licensee shall delete any Licensed Products it may have and return the related documentation.

§ 9 Interpretation of the Agreement

If any of the provisions of this Agreement should be invalid, ineffective or unenforceable, that will not affect the validity of the remaining provisions. In such a case the parties shall replace such invalid provision by mutual consent by another legally effective provision meeting the purpose of the abolished provision to the greatest extent possible. If the parties fail to reach an agreement in this respect, any of the parties may request the court to replace the abolished provision.

§ 10 Miscellaneous

This Agreement shall be governed exclusively by German law. The application of the UN Sales Convention (CISG) is explicitly excluded. Exclusive venue for both parties shall be Munich. Any modifications of and/or amendments to this Agreement or its Annexes, as well as any future amendments and all legal transactions during its performance shall only be effective if made in writing.