Continental

LICENSE AGREEMENT FOR THE UTILISATION OF THE VIEWLINE PROGRAMMING TOOL SOFTWARE

The following regulations are exclusively agreed upon for the utilisation of the Viewline Programming Tool Software **(Workshop number: WSxx)**:

1. The object of the agreement is the computer program stored on the data media, the user manual and other pertinent material, including eventual completions and additions, hereinafter designated by „Software".

2. By the acquisition of the Software the user only receives ownership of the bodily storage medium containing the computer program. The user only receives a right to use the software according to the stipulations of this agreement.

3. During the running time of this agreement the user receives the simple, non-exclusive right, unlimited in time and non-transferable, to use the software on a computer in connection with the Viewline programming cable.

    Continental Trading GmbH reserves the sole right to publish, comp, modify or exploit the software.

4. The user is not authorised to:

    a) make copies of the software, with the exception of a <u>single</u> copy of the computer program for safety purposes.

    b) transfer the software to a third party or to make it accessible to a third party in whichever manner without previous written permission by Continental Trading GmbH.

    c) use the software on more than one computer.

    d) modify, translate, reverse-engineer, decompile or disassemble the software without previous written permission by Continental Trading GmbH.

    e) produce creations derived form the software.

    f) install the software in a network.

    The user shall take adequate steps to respect the above limitations and to have them respected by his personnel.

5. Continental Trading GmbH guarantees the user that the storage medium has no defect of material at the time of its transfer, and that the computer program is basically fit for use in the sense of the program description and the operating instruction if used on compatible hardware under normal operating conditions and with normal maintenance.

    The user can request a replacement during the warranty period of six months, starting with the delivery, in the event of a defective medium, or if the software is not basically fit for use in the above sense. In this case he shall return the software, including eventual safety copies, and a copy of the invoice/receipt to Continental Trading GmbH.

The user can, at his choice, reduce the purchase price or rescind the agreement if the fault is not corrected in a reasonable time by a replacement.

6. In the event of a violation of German industrial protection Continental Trading GmbH will obtain the right for further use of the software by the user. If there is no possible economic solution, Continental Trading GmbH will either change or replace the software, as decided by Continental Trading GmbH so that the violation of industrial protection is removed, or take back the software and refund the purchasing price paid to Continental Trading GmbH, minus a reduction corresponding to the age of the software

    This ruling, subject to paragraph 5, contains all obligations of Continental Trading GmbH in the event of claims connected with violations of industrial protection.

7. Continental Trading GmbH is not responsible for damages, except if the damage has been caused by Continental Trading GmbH intentionally or by gross negligence.

    A liability for characteristics which may have been warranted by Continental Trading GmbH is unaffected.

    A liability for consequential damages caused by a defect, especially the loss of data, is excluded except if it has been covered by a separate warranty.

    The above limitation of liability does not apply for claims which may be based on the German law on product liability.

8. The agreement enters into force with the signature by the user and continues for an indefinite time.

    Continental Trading GmbH has the right to terminate the agreement without preliminary notice if the user violates a stipulation of this agreement. The user is obliged to return the Software and the eventual safety copy to Continental Trading GmbH when the agreement is terminated.

9. The agreement comes under German law.

10. Jurisdiction and place of performance for all rights and complaints in the context of the agreement is Frankfurt/Main.

_____, Date _____
Company

_____
User (stamp, date, signature)

Vers.0.1