

License Agreement for use without charge of Visual Rules Software

Last updated: 26.04.2012

The following conditions are applicable to the use of Visual Rules software for test purposes, without charge, including access to the software via the Internet (referred to below as “the ASP model”).

§1 Software

1. The following conditions apply when permission is granted to use the Visual Rules software without charge for test purposes. The software consists of the program code and the electronic version of the related documentation.
2. The software contains the third-party components listed in the document “Third Party Components” (see website). The licensor and licensee of the Visual Rules software are entitled to use these components on condition that they comply with the terms of the proprietary license agreements cited in the document “Third Party Components”. The terms of these license agreements can be consulted under the specified URLs. By accepting these conditions, the licensee explicitly agrees to abide by the terms of these related license agreements. Unless otherwise specified in the third-party license agreements, the conditions laid down in this document apply additionally.
3. The licensee is granted the non-exclusive right to use the software for test purposes for a limited period of 30 days (authorized period), starting on the date on which the software is downloaded or access is granted to the software via the ASP model. The licensor has the right to limit the time for which the software remains operable by implementing technical measures such as disabling the program.
4. The licensor retains all other rights pertaining to the software, in particular the right to use the software for commercial purposes, produce additional copies of the software, modify the software, sell or offer to sell the software, and/or use the software for any other purpose other than that for which the license was originally granted. The licensor also retains all rights to the trade name, proprietary knowledge and other intellectual property rights pertaining to the software.
5. The licensee is not authorized to modify the software without the prior written consent of the licensor. Furthermore, the licensee is not authorized to translate the software, use it to create any derivative works, or delete copyright marks, trade names or any other features that enable the origin of the software to be identified.
6. The licensee is not authorized to assign or transfer the acquired rights, in part or in whole, without the prior written consent of the licensor.
7. The licensor has the right to prohibit the licensee’s use of the software if the licensee violates any of the above-stated terms of the license agreement.

§2

Conditions governing access to the software via the ASP model

1. Unless otherwise agreed, licensees granted permission to access the software via the ASP model will be provided with read access to the software environment in which the software is installed, via their Internet browser.
2. If, in exceptional cases, the licensee is additionally granted write access to the software environment in which the software is installed, the licensor will provide the necessary storage space for the licensee's data, at the licensor's discretion. This storage space is to be used exclusively for testing purposes as defined in §1. At the end of the authorized period, the licensor has the right to delete all data generated by the licensee. All data generated through the use of the software by the licensee are deemed to be the property of the licensor. The rights of the licensee are limited to the use of these data as specified in §1.
3. In the case of software accessed via the ASP model, the licensor has the right to restrict or deny this access at any time. The licensor bears no responsibility for assuring continuous access to the ASP platform and does not guarantee any specific or average response times for the software.

§3

Obligations of the licensee

Licensees who wish to use the software outside Germany may be required to comply with the applicable national legislation in the country in question. In such cases, the licensee agrees to comply with the locally applicable regulations. The licensee moreover agrees to pay all related taxes, customs charges and other fees that might be demanded in connection with the use of the software.

§4

Amendments to the conditions of use

The licensor reserves the right to amend the conditions of use at any time. Such amendments take effect immediately on the date at which they are explicitly accepted by the licensee or, failing that, 10 days after the licensee has been notified of the changes if no opposition has been lodged within this timeframe. If the licensee opposes the changes, the authorized period of use is automatically terminated.

§5

Guarantees and liability

The licensor accepts no guarantees or liabilities arising from the use of the software, regardless of the legitimacy of such claims, except in the case of deliberate or malicious intent. The exclusion of such liabilities expressly includes claims for damages resulting from criminal acts or the violation of safety codes and civil responsibilities. This ruling does not affect statutory claims for damages to persons or property under the terms of the relevant product liability laws.

§6

Export controls

The software, in part or in whole, may be subject to the export laws and regulations of the United States and of the country from which it is exported. The licensee agrees to comply with all national and international export laws and regulations applicable to the software.

§ 6 **Data protection**

The licensee is not allowed to store personal data on the storage media allocated for use of the software via the ASP model. If this condition is violated, the licensor is freed of all responsibility vis-à-vis third-part claims for damages.

Bosch SI only stores, processes or uses the licensee's personal data within the scope of the relevant laws or if the appropriate authorization has been granted to Bosch SI. In accordance with current legislation, the licensee has the right to forbid the use of its data for advertising purposes and to revoke any previously accorded permission at any time.

Requests for information, other inquiries, oppositions to the processing of personal data, and notifications of amendments to the licensee's data can be sent to the following contact address, stating your name, address and, if allocated, your customer ID number:

Bosch Software Innovations GmbH
Sales & Marketing System Projects & Technology (INST/SAS)
Ziegelei 7
88090 Immenstaad
GERMANY

Licensees can also direct oppositions to the use of data for advertising purposes to Bosch Software Innovations at:

Phone: +49 (0)7545 202 300

Email: service@visual-rules.com

§7 **Confidentiality**

1. The licensee agrees to preserve the strict secrecy of all confidential information obtained as a result of this contractual agreement, and only to disclose such data to third parties with the prior written consent of the licensor – regardless of its purpose. Confidential information includes all information designated as such by the licensor and other information regarded as confidential by virtue of the licensing agreement.
2. The obligations listed in Section 1 above do not apply to information or partial information for which the licensee can prove that they:
 - were legally acquired from a third party without confidentiality obligations, or
 - were made public or entered the public domain after the date of reception, unless the party receiving the information was responsible for the disclosure.
3. Public statements concerning collaboration between the two parties may only be issued with the prior consent of both parties.
4. The conditions laid down in Section 1 remain valid beyond the termination of the agreement, for an unlimited period, as long as the exceptions cited in Section 2 above have not been proved.

§8

General terms and conditions

1. If legally possible, the place of fulfillment and exclusive jurisdiction is Stuttgart.
2. The terms of this license agreement and all other related agreements between the licensor and the licensee are subject to German law. The application of UN purchasing rights is excluded.
3. If one or several of these conditions should be invalidated or cancelled, this does not affect the validity of the remaining conditions. In such cases, the invalid or cancelled condition must be replaced by a valid agreement that approximately corresponds to the commercial purpose of the original, invalid or invalidated conditions.

Bosch Software Innovations GmbH