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BY CLICKING ON THE "ACCEPT" BUTTON BELOW YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU AND YOUR EMPLOYEES.

IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENCE, WE ARE UNWILLING TO LICENSE THE SOFTWARE TO YOU OR PROVIDE ACCESS TO THE DISCUSSION FORUM AND YOU MUST DISCONTINUE THE DOWNLOADING OR ACCESS PROCESS NOW BY CLICKING ON THE "REJECT" BUTTON BELOW. IN THIS CASE YOU MAY NOT DOWNLOAD ANY SOFTWARE FROM THIS WEBSITE OR ACCESS THE WEBSITE.

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1.2 You may:

- (a) download, install and use the Software for the purposes of research and development and the commercialisation of applications inter-operating with the Software (the “Purpose”).
- (b) use any Documentation in support of the use permitted under condition 1.2(a) and make only as many copies of the Documentation as are reasonably necessary for its lawful use.

2. LICENSEE'S UNDERTAKINGS

2.1 Except as expressly set out in this Agreement or as permitted by any mandatory law, you undertake:

- (a) not to copy the Software or Documentation except where such copying is incidental to normal use of the Software, or where it is necessary for the purpose of back-up or operational security;**
- (b) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Software or Documentation;**
- (c) not to make alterations to, or modifications of, the whole or any part of the Software;**
- (d) not to disassemble, decompile, reverse engineer or create derivative works based on, the whole or any part of the Software nor attempt to do any such thing;**
- (e) to keep all copies of the Software reasonably secure and to maintain accurate and up-to-date records of the number and locations of all copies of the Software;**
- (f) to supervise and control use of the Software and ensure that the Software is used by your employees and representatives in accordance with the terms of this Agreement;**
- (g) to include the copyright notice of the Licensor on all entire and partial copies you make of the Software on any medium;**
- (h) not to provide or otherwise make available the Software in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person other than your employees without prior written consent from the Licensor;**
- (i) not to use the Software via any communications network or by means of remote access, except for its original purpose to allow C2X communication among cars and roadside units, as well as the Licensee's secure intranet.**

3. PUBLIC DEMONSTRATIONS

3.1 The licensee shall provide NEC one month's prior notification of a demonstration scenario and setup utilizing the Software, or any Software application, and provide NEC a reasonable opportunity to evaluate such demonstration prior to it being held.

3.2 On the basis of this evaluation, and at NEC's request the Licensee, or any party demonstrating on its behalf, shall prominently display at any such public demonstration, any sign provided by NEC which states that the demonstrated software is NEC software, or is enabled by NEC software, as is appropriate.

4. DISCUSSION FORUM

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4.3 The Discussion Forum and the content thereof may be used solely for discussing the Software and the Documentation for the Purpose. The use of press releases and other documents classified as "public" is permitted in public communications, provided that the source for the information is stated in such public communications.

4.4 Please note that individual documents and/or services provided on the Discussion Forum may be subject to additional terms indicated in connection with the documents and/or services.

4.5 For your easy accessibility NEC may include links to sites on the Internet that are owned or operated by third parties. Upon following a link to such third-party site, you shall review and agree to that site's rules of use before using such site.

4.6 You also agree that NEC has no control over the content of that site and cannot assume any responsibility for material created or published by such third-party sites. In addition, a link to a non-NEC site does not imply that NEC endorses the site or the products or services referenced in such third-party site.

4.7 By submitting material to any of our servers, for example, by e-mail or via the Discussion Forum, you agree that:

(a) the material will not contain any item that is unlawful or otherwise inappropriate due to, without limitation, its libelous, slanderous or defamatory nature; and

(b) you will use reasonable efforts to scan and remove any viruses or other contaminating or destructive features before submitting any material; and

(c) you own the material or have the unlimited right to provide it to us; and

(d) You agree not to take action against us in relation to material that you submit and you agree to indemnify us if any third party takes action against us in relation to the material you submit.

4.8 NEC does not and cannot review the content posted by users on the Discussion Forum and is not responsible for such content. NEC may at any time at its exclusive discretion remove any content posted by you or other users.

4.9 NEC reserves the right to revise the Discussion Forum and the contents or withdraw access to the same at any time.

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5.2 You acknowledge that you have no right to have access to the Software (including to avoid doubt, the Core Software), in source code form (except for the Application Product Interface Software) or in unlocked coding or with comments.

6. LICENSOR'S LIABILITY

6.1 **NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT THE LICENSOR'S LIABILITY FOR FRAUD, OR FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR ANY OTHER LIABILITY TO THE EXTENT THAT IT MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.**

- 6.2 SUBJECT TO CONDITION 6.1 THE LICENSOR SHALL NOT BE LIABLE UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COLLATERAL CONTRACT FOR:**
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 - (B) LOSS OF BUSINESS PROFITS OR CONTRACTS;**
 - (C) BUSINESS INTERRUPTION;**
 - (D) LOSS OF THE USE OF MONEY OR ANTICIPATED SAVINGS;**
 - (E) LOSS OF INFORMATION;**
 - (F) LOSS OF OPPORTUNITY, GOODWILL OR REPUTATION;**
 - (G) LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR**
 - (H) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND HOWSOEVER ARISING AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE.**
- 6.3 SUBJECT TO CONDITION 6.1 AND CONDITION 6.2, THE LICENSOR'S MAXIMUM AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR ANY COLLATERAL CONTRACT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO A SUM OF £10.000**
- 6.4 THIS AGREEMENT SETS OUT THE FULL EXTENT OF THE LICENSOR'S OBLIGATIONS AND LIABILITIES IN RESPECT OF THE SUPPLY OF THE SOFTWARE, DOCUMENTATION AND DISCUSSION FORUM. THE SOFTWARE, DOCUMENTATION AND DISCUSSION FORUM ARE PROVIDED "AS IS", AND THERE ARE NO CONDITIONS, WARRANTIES, REPRESENTATIONS OR OTHER TERMS, EXPRESS OR IMPLIED, THAT ARE BINDING ON THE LICENSOR EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. ANY CONDITION, WARRANTY, REPRESENTATION OR OTHER TERM CONCERNING THE SUPPLY OF THE INFORMATION, SOFTWARE, DOCUMENTATION AND DISCUSSION FORUM WHICH MIGHT OTHERWISE BE IMPLIED INTO, OR INCORPORATED IN, THIS AGREEMENT, OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, IS HEREBY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW.**

7. TERMINATION

7.1 The Licensor may terminate this Agreement on giving you not less than 28 days written notice, or may terminate this Agreement immediately by written notice to you if:

- (a) You commit a material or persistent breach of this Agreement which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; or**
- (b) You undergo a change of control.**

7.2 Upon termination for any reason:

- (a) all rights granted to you under this Agreement shall cease;**
- (b) you must cease all activities authorised by this Agreement;**
- (c) you must immediately delete or remove the Software from all computer equipment in your possession, and immediately destroy or return to the Licensor (at the Licensor's option) all copies of the Software then in your possession, custody or control and, in the case of destruction, certify to the Licensor that you have done so.**

8. TRANSFER OF RIGHTS AND OBLIGATIONS

8.1 This Agreement is binding on you and us, and on our respective successors and assigns.

8.2 You may not transfer, assign, charge or otherwise dispose of this Agreement, or any of your rights or obligations arising under it, without our prior written consent.

8.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Agreement, or any of our rights or obligations arising under it, at any time during the term of the Agreement.

9. NOTICES

9.1 All notices given by you to us must be given to NEC Europe Limited via e-mail at c2x-sdk@nw.neclab.eu. We may give notice to you at either the e-mail or postal address you provided to us when registering to download the Software. Notice will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the

case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

10. EVENTS OUTSIDE OUT CONTROL

10.1 NEC will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by an event outside its reasonable control (a “Force Majeure Event”).

10.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) strikes, lock-outs or other industrial action;
- (b) civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- (c) fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- (d) impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- (e) impossibility of the use of public or private telecommunications networks; and
- (f) the acts, decrees, legislation, regulations or restrictions of any government.

10.3 NEC’s performance under this Agreement is deemed to be suspended for the period that the Force Majeure Event continues, and it will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Agreement may be performed despite the Force Majeure Event.

11. WAIVER

11.1 If we fail, at any time during the term of this Agreement, to insist upon strict performance of any of your obligations under this Agreement, or if we fail to exercise any of the rights or remedies to which we are entitled under this Agreement, this shall not constitute a waiver of such

rights or remedies and shall not relieve you from compliance with such obligations.

- 11.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.
- 11.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

12. SEVERABILITY

- 12.1 If any of the terms of this Agreement are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

13. ENTIRE AGREEMENT

- 13.1 This Agreement and any document expressly referred to in it represents the entire agreement between us in relation to the licensing of the Software and Documentation and supersedes any prior agreement, understanding or arrangement between us, whether oral or in writing.
- 13.2 We each acknowledge that, in entering into this Agreement, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to entering into this Agreement except as expressly stated in this Agreement.
- 13.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date we entered into this Agreement (unless such untrue statement was made fraudulently) and the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

14. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 14.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15. VARIATION

- 15.1 NEC reserves the right to change this Agreement at any time without prior notice. NEC will notify you of any such change or by posting an updated version of this agreement online. By clicking on the “Accept” button at the bottom of an updated version you will agree to the terms of the varied version which will bind you and your employees.

16. LAW AND JURISDICTION

- 16.1 This Agreement is governed by English law. Any dispute arising from, or related to, any term of this Agreement shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.