



Software-Update

User Agreement

of Bayerische Motoren Werke Aktiengesellschaft

(as of 03/2010)

1. Subject of Agreement

The subject of this Agreement is the providing of the software "Update für BMW CE-Device Steuergerät" (hereinafter referred to as "software") by Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80809 Munich (hereinafter referred to as "BMW") to the end user (hereinafter referred to as "licencee") for downloading on an USB stick and a following installation on his or her vehicle.

2. Copyrights in the software

The software is protected by copyright. BMW is the sole owner of the exclusive, irrevocable, assignable, unlimited rights of use in the software throughout the universe in perpetuity. BMW reserves all rights in the software, including but not limited to all rights to publish, reproduce, propagate, change, modify, exploit the software.

3. Granting of rights of use

BMW grants herewith free of charge to the licencee the simple, non-exclusive, revocable, non-transferable right to use the software exclusively for the installation on his or her vehicle.

In particular, licencees are prohibited from altering or copying the software (except for the purpose of installation on the vehicle), creating products derived from the software, transferring the software or any copy to a third party or exploiting it commercially.

4. Duration

The right of use is valid for an indefinite period of time. The right of the licencee to use this software is removed automatically if he or she violates one of the terms of this Agreement. In this case the licencee is obliged to uninstall the software on his or her vehicle.

5. Warranty

BMW provides the software to the licencee an "as is" basis. BMW is not responsible for defects of quality or title except in case of bad faith.

6. Liability

BMW is not liable as far as the licensee uses devices not released by BMW for the installation of the software during the download of the software and its installation on his or her vehicle or does not download or install the software according to the installation instructions.

BMW is only liable in cases of wilful intent or gross negligence.

Independently of any possible default, the liability of BMW remains unimpaired in cases of malicious non-disclosure of a given defect or those covered by the German Product Liability Act. The limitation of liability of this chapter does not apply in the event of injury to life, body and health.

7. Choice of legal venue and law

The exclusive jurisdiction for all disputes arising from this Agreement is Munich, Germany, except as otherwise provided by law. This Agreement shall be governed by German law.