

## KOPERNIKUS AUTOMOTIVE GMBH TERMS AND CONDITIONS

### I. Scope of Application

1. These terms and conditions for Customers, Resellers and System Integrators (herein referred to as "T&Cs") shall apply to all delivery of Software ("Software" shall mean

- the software programs as defined in the respective Offer or Confirmation of Order)
- if applicable, the delivery of Hardware for the Kopernikus Auto Software
- the rendering and/or delivery of Services and all other customer related business (all together hereinafter referred to as "Deliverables") provided by Kopernikus Auto GmbH (hereinafter referred to as "Kopernikus Auto") to the Customer ("Customer" shall mean the person referred to in the Offer or the Confirmation of Order).

1.1 These T&Cs and the agreement based on it constitute the entire agreement between the parties hereto with respect to the subject matter hereof. These T&Cs supersede any purchase conditions of the Customer. General terms and conditions of the Customer shall not apply except where expressly accepted by Kopernikus Auto in writing.

2. Confirmation of Order shall be a document referring to a proposal coming from the Customer requesting Deliverables from Kopernikus Auto. In case of inconsistencies between the proposal of the customer and the Confirmation of Order, the provisions of the latter shall prevail. Offer shall be a document which is sent to the Customer on written request of the Customer and shall be accepted by a respective written purchase order from the Customer, the purchase order itself not belonging to the then closed agreement.

Both documents are issued by Kopernikus Auto in writing and/or as a scanned document via e-mail and/or directly via e-mail. In case of a scanned document, the herein contained declarations shall only be valid if the document is signed by an approved representative of Kopernikus Auto. In case the document is sent via e-mail, it shall only be considered as valid, if it contains a certified signature of an approved representative of Kopernikus Auto.

3. The Special T&Cs in art. II to IV shall take precedence over the General Provisions in art. V in the event of any conflict.

### II. Special T&Cs of Software

#### 4. Documentation & Open Source

4.1 "Documentation" shall mean manuals, descriptions, drawings and other documents for use and operation of the Software. "Open-Source Software" (OSS), shall mean any software that is licensed under Open License Terms and the term "Open License Terms" means terms in any license for software which require, as a condition of use, modification and/or distribution of such software or other software incorporated into, derived from or distributed with such software, any of the following:

- the making available of source code or design information regarding the OSS;
- the granting of permission for creating derivative works regarding the OSS; or
- the granting of a royalty-free license to any party under intellectual property rights regarding the OSS.

By means of example and without limitation Open License Terms include the following licenses or distribution models: the GNU General Public License, the GNU Lesser or Library GPL, or any similar open source, free software or community licenses.

4.2 The Documentation relating to the Software shall be purchased separately, unless either the Confirmation of Order or the Offer contains a stipulation stating that it belongs to the scope of delivery.

4.3 If the Software is supplied electronically or if copying rights are granted for it, the rights and duties specified in these T&Cs shall apply to the legitimately generated copies, too.

4.4 In case the Software contains OSS or similar third-party software, the Customer is entitled to use the OSS in accordance with the respective license conditions of the OSS. The license conditions are provided to the Customer on its written request to Kopernikus Auto. The license conditions of the respective OSS shall prevail over these T&Cs with respect to the OSS. If the license conditions of the OSS require the distribution of the source code of such OSS Kopernikus Auto shall provide such source code on request against payment of the shipping and handling charges.

4.5 In addition to OSS, the Software may be or contain other licensed software, i.e. software which has not been developed by Kopernikus Auto itself but which has been licensed to Kopernikus Auto by a third party (hereinafter referred to as the "Licensor"). Terms and conditions stipulated by the relevant Licensor shall apply with respect to the Licensor's liability vis-à-vis the Customer.

#### 5. License

5.1 If not agreed otherwise by the Customer and Kopernikus Auto, the Customer shall be granted the non-exclusive, non-transferable, non-sub-licensable, for the duration of the agreement limited and to the location of delivery restricted right to use the Software in its unmodified form and for the intended purpose as specified in the Confirmation of Order or the Offer from Kopernikus Auto. Modification rights are not included.

5.2 If the case may be and if not agreed otherwise by the Customer and Kopernikus Auto, the customer shall be granted the right as defined in art. 5.1 above to install the Software on the agreed number of the Customer's hardware devices. The number of objects (e.g., users, vehicles, or devices) permitted to utilize the Software at the same time can be derived from the Confirmation of Order or the Offer from Kopernikus Auto.

5.3 The Customer may make a copy of each Software product for backup purposes. In so doing, the alphanumeric ID, trademark and copyright notices must also be copied unchanged,

and a list must be kept indicating the location of the copies, which Kopernikus Auto may examine upon request. In case the Customer exceeds the number of copies, Kopernikus Auto reserves the right to invoice the Customer for the additional copies on base of its actual price list.

5.4 For the purpose of managing the license and to control the permitted number of objects (e.g., users, vouchers copies or devices), Kopernikus Auto may implement into the Software any device and/or program which allows Kopernikus Auto to get feedback on the total and/or actual number of used objects by the Customer. In addition, Kopernikus Auto may at its sole discretion audit the Customer during normal local business hours and after a reasonable prior written notice regarding the proper use of the Software, especially in case Kopernikus Auto gets any information about a possible exceed on the agreed limitations of the licensed Software by the Customer and/or a third party, if the Customer has been granted the right to sub-license the Software, as the case may be. The Customer shall perpetually ensure that the software products, copies thereof, its development roadmap, feature list, and the documentation are not made accessible to third parties without the written consent of Kopernikus Auto.

5.5 The Customer shall not be entitled to modify, imitate, decompile or reverse engineer the Software. Nor may it extract any individual parts unless this is permitted by mandatory copyright law. Furthermore, the Customer shall not be entitled to remove any alphanumeric identifiers, trademarks or copyright notices from the Software or the data medium and, insofar as it is entitled to make copies of the Software, shall copy them without alteration. This regulation shall apply accordingly to the Documentation supplied in accordance with art. II.4.

5.6 If the Customer is entitled to fully transfer the right to use the Software granted to it to a third party, the Customer has to provide that it concludes a written agreement with the third party in conformance with all of the conditions contained in this art.5 and on the provision that it does not retain any copies of the Software.

5.7 Certain programs of the Software and/or the Software Documentation may be proprietary to third party licensors of Kopernikus Auto who may be direct and intended third party beneficiaries of certain terms and conditions herein relating to the protection of such third-party proprietary software and/or software documentation. The Customer hereby agrees and shall ensure that those third-party beneficiaries may enforce these terms and conditions directly against the Customer.

#### 6. Upgrades and Updates

6.1 "Update" shall mean a new release of the Software that incorporates bug fixes, minor changes, and/or non-significant improvements. It is designated by Kopernikus Auto at its sole discretion. "Upgrade" shall mean a new release of Software with enhancements, functional improvements, and/or any other significant improvements. It is designated by Kopernikus Auto at its sole discretion.

6.2 Upon reasonable request by the Customer Kopernikus Auto will make available to the Customer any new Update and Upgrade for licensing under these T&Cs, but subject to a license fee to be negotiated and set forth in a separate agreement as soon as Kopernikus Auto makes such Updates and Upgrades generally available to the Customer.

6.3 If it is apparent from the Confirmation of Order or the Offer that the Software is an upgrade for another Software item, the upgrade's installation terminates the Customer's original license. The rights originally granted to the Customer as per art. 5 shall not be affected by this provision. However, the Customer is entitled to undo the upgrading and/or downgrading - if this is intended from a technical point of view and to exercise the rights to use the Software granted to it with respect to the source version in accordance with art. 5.

#### 7. Warranty for defects – errors in the software or Documentation

7.1 Although the Customer and Kopernikus Auto understand that the Software cannot be developed error free, Kopernikus Auto warrants that the Software as originally delivered by Kopernikus Auto to the Customer is free from substantial non-conformities in design, material, and workmanship at the date of delivery. The Software is considered free from such non-conformities, if it substantially conforms to the functionality described in the pertaining Documentation. Except for the Documentation, Kopernikus Auto disclaims any liability for public statements or any other information regarding the Software, whether originating with Kopernikus Auto or any third party, such as is contained in brochures, advertisements, catalogues or as is otherwise brought to Customer's attention by any current or future media, including any marks or labels attached to the Software.

7.2 The Customer shall examine the Software within twenty (20) days after the transfer or installation, whichever is earlier, and notify Kopernikus Auto without undue delay of any defect. Defects that are not recognizable within the twenty-day period shall be notified to Kopernikus Auto without undue delay after discovery. If the Customer does not notify the defect without undue delay, the Software is deemed to have been accepted with respect to such defect. Notices of defects shall be given in writing.

7.3 The Customer shall submit the documents and information available to it and required for error correction to Kopernikus Auto. Error diagnosis and correction shall be implemented at Kopernikus Auto premises or at the place where the Software is installed, as Kopernikus Auto sees fit. If Kopernikus Auto corrects the error at the place where the Software is installed, the Customer shall arrange that the required hardware and software as well as the required operating statuses and qualified operating personnel are available to facilitate swift performance of the works. The Customer shall in any case reimburse Kopernikus Auto for any traveling and accommodation costs incurred by sending personal to the place of installation of the Software.

7.4 If Kopernikus Auto determines in its sole discretion that there is a non-conformity within the warranty period of twelve (12) months, as the result of a circumstance prior to supply, liability for the defective Software incorporates the obligation for Kopernikus Auto to transfer correction versions/change levels, as they are available to Kopernikus Auto.

7.5 If a defect is not corrected or worked around in a manner that is reasonable for the Customer, the Customer shall retain the right to reduce the payment or to withdraw from the

agreement. Kopernikus Auto shall be given the opportunity to correct the relevant defect within an appropriate period of time.

7.6 Claims arising from errors shall only be recognized if these can be reproduced on the reference hardware/target hardware specified in the Confirmation of Order or the Offer. Claims arising from errors shall not be recognized in the event of minor deviations from the relevant Documentation, or minor adverse effects on the usability or in the case the errors are in software extensions implemented by the Customer via the interfaces provided by Kopernikus Auto to this end.

7.7 The stipulations contained in this Section shall apply accordingly to errors in the Documentation.

7.8 In other respects, art. 19 shall apply accordingly.

### III. Special T&CS of Services

#### 8. Performance

In the event that Services fail to be performed, are not performed in accordance with the Confirmation of Order or the Offer or are performed defectively due to circumstances for which Kopernikus Auto is responsible, Kopernikus Auto is obliged to provide these Services within a reasonable period in accordance with the Confirmation of Order or the Offer, provided that the Customer has reported the impaired performance in writing without delay but in any event no later than two (2) weeks following the provision of the Service at issue.

#### 9. Limitation Period

Claims shall be subject to a limitation period of twelve (12) months following complete performance or early termination of the agreement.

### IV. Special T&CS of Work

#### 10. Acceptance

10.1 Each partial/complete Work result shall be accepted by the Customer without delay after Kopernikus Auto has declared its completion and delivered it to the Customer. If defects are discovered during the acceptance procedure, Kopernikus Auto must correct these free of charge within a reasonable period. In the event of serious defects, Kopernikus Auto shall undertake to provide the relevant partial/complete Work result after rectifying these defects in order to continue the acceptance procedure. A defect in a partial/complete Work result is deemed to be serious if it deviates so widely from the description as defined in the Confirmation of Order or the Offer that the use of the partial/complete Work result is either not possible or is significantly impaired. In the case of insignificant defects, the Customer is obliged to accept the partial/complete Work result without delay.

10.2 If defined so in the respective Confirmation of Order or the Offer, at the time of acceptance, a report shall be drawn up and approved by the Customer at the time of delivery (delivery/acceptance report).

10.3 If the Customer omits to complete the acceptance for reasons other than a serious defect, the partial/complete Work result shall be deemed to be accepted two (2) weeks after Kopernikus Auto has delivered the partial/complete Work result. The partial/complete Work result is deemed to be accepted as soon as it is used productively by the Customer or used for sporadic demonstrations or testing over a prolonged time.

10.4 Defects reported by the Customer within a limitation period of twelve (12) months after acceptance shall be rectified free of charge by Kopernikus Auto within a reasonable period of time.

10.5 No liability for defects shall apply to partial/complete Work results which have been changed by the Customer, even if a defect occurs in a part which has not been changed, unless the Customer can prove that the changes did not cause the defect.

10.6 If Kopernikus Auto fails to rectify a defect despite a reasonable period of time set from the Customer or should Kopernikus Auto decide not to make a further attempt to rectify the defect due to unreasonably high costs, the Customer is entitled to deduct a reasonable amount from the payment for the partial/complete Work result or to withdraw from the part performance agreed in the contract.

10.7 In other respects, art. 19 shall apply accordingly.

### V. General provisions

#### 11. Rights to Work results

11.1 When Kopernikus Auto has received the agreed payment in full, the Customer shall enjoy the non-exclusive, irrevocable and non-transferable rights to use the Work results within the framework of and for the purpose of the agreement. Departures from this provision on the use of Work results shall require a separate written agreement. In case of material breach of the Customer during the business relationship Kopernikus Auto has the right to revoke all granted rights. Furthermore, the Customer shall not be entitled to transfer any right regarding the Deliverables to any third party without the prior consent of Kopernikus Auto.

11.2 All hardware and software is owned by Kopernikus Auto until paid in full.

#### 12. Cooperation services on the part of the Customer

12.1 The Customer shall provide Kopernikus Auto with all the documents, information and data required for it to provide the Deliverables and generate the agreed results. The Customer shall provide all cooperation services in accordance with the terms and conditions of agreement. If the Deliverables cannot be performed for reasons attributable to the Customer, in particular because one or more cooperation services have not been provided or have not been provided in sufficient time or because the Customer has failed to meet an agreed deadline, Kopernikus Auto will separately charge the Customer for the costs additionally

incurred as a result thereof, subject to proof. Agreed deadlines shall be extended by the additional time required due to the Customer's failure to meet its obligation to cooperate.

12.2 As long as Kopernikus Auto provides the deliverables the Customer must not change the version of any software to which the Software is integrated or connected.

12.3 The Customer shall make sure that additional copies of all documents, information and data are kept, for the purposes of proper data backup, so that they can be reconstructed in the event of data media becoming damaged or lost. Any additional costs incurred by Kopernikus Auto in reconstructing data on the data media as a result of the Customer failing to meet its obligation to keep copies in a proper manner shall be payable by the Customer.

### 13. Kopernikus Auto duty

13.1 Kopernikus Auto shall provide the Deliverables within the scope agreed and only to the agreed results. Kopernikus Auto standard service hours for carrying out the Deliverables are 9:00 to 17:00, Mondays to Fridays (excluding German or Saxony public holidays). Where possible the Deliverables shall be carried out via remote service, otherwise onsite at the Customer's premises. The Customer shall provide the requisite service facilities for this purpose free of charge, specifically in the remote service case. The Customer will ensure adequate access to the Customer facility for any installation, maintenance or remedy work at normal business hours.

13.2 Deliverables shall not include the supply and replacement of accessories, parts subject to wear and tear (e.g. accumulators, batteries, monitor/picture tubes) and other auxiliary equipment. Unless expressly agreed otherwise, the Deliverables shall also not include maintenance work to be carried out by the Customer itself on a rotation basis according to the product information sheet or operating instructions.

13.3 As long as Kopernikus Auto is obliged to provide the Deliverables in accordance with the respective Confirmation of Order or Offer, the Customer shall ensure that all service and other work on the Deliverables is only carried out by Kopernikus Auto or with its permission.

### 14. Changes to the Deliverables (Change Request Procedure)

14.1 The Customer and Kopernikus Auto can both submit a change request on a written change request form for changes to the scope of the Deliverables (hereinafter referred to as "Change Request" or "CR").

14.2 The CR has to be within the framework of Kopernikus Auto capacity, unless the request is not reasonable for Kopernikus Auto. If the CR is issued by the Customer, it shall describe in detail the proposed changes to the Deliverables, including all relevant technical specification.

14.3 Kopernikus Auto shall examine the Change Request and inform the Customer within ten (10) working days whether the CR from the Customer is unreasonable or not feasible. If the change request is reasonable and feasible, Kopernikus Auto shall inform the Customer at the same time whether the request requires extensive examination or not. If the CR requires extensive examination, Kopernikus Auto shall simultaneously submit a corresponding proposal for examination, containing especially details of the prospective performance period and prices.

14.4 The Customer must accept or reject the proposal for examination, in writing, within ten (10) working days.

14.5 In the event that the CR does not require extensive examination, Kopernikus Auto shall either submit an implementation proposal to the Customer containing details of the performance period, scheduled dates and the impact on payment.

14.6 The Customer shall accept or reject Kopernikus Auto implementation proposal within the binding proposal deadline. However, if Kopernikus Auto begins its delivery according to the new specifications as defined in the respective CR and the Customer does not reject the delivery without delay, the CR shall be deemed accepted by the Customer as proposed by Kopernikus Auto.

14.7 Agreed changes to the Deliverables shall be documented in binding form by appropriate amendments to the agreement.

14.8 Deliverables affected by the CR shall be deemed suspended until such time as the necessary amendment to the contractual agreements has been effected or until Kopernikus Auto has not started its delivery according to the new specifications as defined in the respective CR without objection of the Customer as defined above in art 14.6.

14.9 If the necessary amendment to the contractual agreements should fail to be effected within the binding proposal deadline or Kopernikus Auto has not started its delivery, the relevant Deliverables shall continue to be performed on the basis of the agreement. The implementation deadlines shall be extended by the number of working days by which operations have been suspended, or deemed to be suspended, in consequence of the issued CR or the examination of the Change Request. For the duration of the suspension, Kopernikus Auto may request the agreed effort-based payment or an increase in the agreed flat-rate payment, unless Kopernikus Auto has deployed the staff affected by such suspension elsewhere or maliciously neglected to do so.

### 15. Payment

15.1 If invoicing is based on hourly rates, initiated half-hours will be charged respectively at half the normal rate. If Kopernikus Auto incurs additional overhead costs in terms of working hours, traveling time or computing time as a result of circumstances for which the Customer is responsible, or if no price has been agreed for an agreed Deliverables, the Customer shall pay in accordance with the applicable list prices charged by Kopernikus Auto.

15.2 The Customer shall reimburse additional costs, eg. costs incurred for necessary trips or overnight accommodation, at the applicable list prices charged by Kopernikus Auto. Prior to commencement of a trip, the parties shall agree on details such as dates and travel by rail or airplane instead of by car.

15.3 If the standard list prices charged by Kopernikus Auto are increased to cover increased personnel or other costs, Kopernikus Auto may accordingly increase the prices under the agreement that are not yet payable, provided they are affected by the rise in costs. Increasing

prices for Deliverables provided within four (4) months of concluding the agreement is excluded.

15.4 Any and all taxes, bank fees, charges/or other duties (hereinafter "Taxes") imposed on Kopernikus Auto with respect to any payments to be made by the Customer to Kopernikus Auto under or in connection with the agreement shall be borne and paid by the Customer. All payments made under the agreement shall be made free and clear and without any deduction or withholding (whether in respect of set-off, counter-claim, bank fees, duties, taxes, charges or otherwise) unless the Customer is required to make such payment subject to the deduction or withholding of Tax, in which case the sum payable by the Customer in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, Kopernikus Auto on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of such deduction or withholding) a net sum equal to the sum which would have received and so retained had no such deduction or withholding been made or required to be made.

15.5 Kopernikus Auto and the Customer shall be responsible for taxes based on their own net income, employment taxes of their own employees, and for taxes on any property of their owns or leases.

15.6 Kopernikus Auto operates on Incoterms EXW or FCA.

#### 16. Terms of payment

16.1 As far as not agreed otherwise between the Customer and Kopernikus Auto, the prices are payable immediately after the Deliverables has been delivered and the invoice has been sent to the Customer. Monthly provided Deliverables shall be payable as of the agreed commencement of the agreement for the rest of the applicable calendar quarter and thereafter quarterly in advance.

16.2 Effort-based payments are settled on the basis of the respective proof of performance, as shown in the respective Confirmation of Order or Offer from Kopernikus Auto or in a writer notification issued from Kopernikus Auto to the Customer. The proof of performance is considered as approved, unless the Customer raises reasoned objections in writing within two (2) weeks of receiving such notification; Kopernikus Auto shall point this out to the Customer in the notification.

16.3 In the case of Deliverables rendered over a period of longer than one (1) month, Kopernikus Auto shall send an invoice for the Deliverables carried out in each month in arrears.

16.4 The payment date shall be determined by receipt of the remittance notice by the financial institution specified in the invoice.

16.5 In case the Customer does not pay the owed amount within fifteen (15) days of the issuing of the respective invoice, the Customer shall enter into default without further notice or demand note from Kopernikus Auto. In such case Kopernikus Auto shall have the right to claim the interest at the annual rate of 8 percentage points above the actual National Bank of Austria (OeNB) basic interest rate. The right of Kopernikus Auto to suspend delivery or to terminate the agreement shall remain unaffected.

#### 17. Delivery deadlines

17.1 The deadlines shall be extended as is reasonable, if the final and binding version of the requirements specification or of other documents required for the provision of Kopernikus Auto duties is not delivered on time prior to commencement of the respective duties, for reasons not attributable to the Customer.

17.2 The same shall apply in cases where Kopernikus Auto is unable to perform the duties in the proper manner or generate the partial/complete Deliverables as a result of subsequent changes to the requirements specification or due to other circumstances for which Kopernikus Auto cannot be held responsible. Circumstances for which Kopernikus Auto cannot be held responsible include, but is not limited to delays or defects in Services to be performed by the Customer as part of the cooperation agreement, to riots, civil commotion's, wars, strikes, lock-outs, hostilities between nations, governmental laws, interruptions of production, orders or regulations, actions by the government or any agency thereof, storms, fires, sabotages, explosions or any other contingencies beyond the reasonable control of the respective Party and of its sub-contractors and/or any form of Force Majeure.

#### 18. Delay and Defects

18.1 If Kopernikus Auto defaults on providing the Deliverables and the Customer can establish that it has suffered damage or costs as a result, the Customer is entitled to claim a flat-rate amount in compensation. Kopernikus Auto shall not be liable for delays due in particular, to force majeure and other reasons as defined above in art 17.2. The flat-rate amount shall be 0.5% of the price of the delayed Deliverables, for each completed week of delay up to a maximum of 5% of the respective price. If the Customer is only partially able to use the Deliverables, the flat-rate amount shall be reduced accordingly.

18.2 Claims by the Customer for damages or reimbursement of costs that exceed the limits set out under art. 18.1 shall be excluded in any case of delayed performance, even after expiry of any deadline for performance which may have been issued to Kopernikus Auto. This shall not apply where liability is mandatory, e.g. in cases of intent. The right of the Customer to terminate the agreement and the provisions stipulated under this art. 18 shall remain unaffected. However, the Customer may terminate the agreement pursuant to the statutory provisions only if Kopernikus Auto is responsible for the delay in delivery.

18.3 Kopernikus Auto is not considered to have defaulted in the event of delayed performance, if the Customer and/or its End Customer have not met their obligation to cooperate in good time or in the proper manner and the delay is attributable to this breach of its obligations.

18.4 If so requested by Kopernikus Auto, the Customer is under a duty to state within a reasonable period whether it is terminating the agreement because of the delay in performance or whether it insists upon the services being performed. Until such statement is

made Kopernikus Auto shall remain entitled to perform the services and the Customer shall remain obliged to accept such performance.

18.5 Kopernikus Auto shall be liable for defects as to quality ("*Sachmängel*", hereinafter referred to as "Defects",) as defined in art. 18.6 ff.

18.6 Defective parts or defective services shall be, at Kopernikus Auto discretion, repaired, replaced or provided again free of charge, provided that the reason for the Defect had already existed at the time when the risk passed. Kopernikus Auto shall be given the opportunity to repair or to replace the defective good ("*Nacherfüllung*") within a reasonable period of time.

18.7 Claims for repair or replacement are subject to a statute of limitations of 12 months calculated from the start of the statutory statute of limitations; the same shall apply mutatis mutandis in the case of rescission and reduction. This shall not apply where longer periods are prescribed by law (buildings and things used for a building), (defects of a building), in the case of intent, fraudulent concealment of the Defect or non-compliance with guaranteed characteristics ("*Beschaffheitsgarantie*").

18.8 In the case of notification of a Defect, the Customer may withhold payments to an amount that is in a reasonable proportion to the Defect. The Customer, however, may withhold payments only if the subject-matter of the notification of the Defect involved is justified and incontestable. The Customer has no right to withhold payments to the extent that its claim of a Defect is time-barred. Unjustified notifications of Defect shall entitle Kopernikus Auto to demand reimbursement of its expenses by the Customer.

18.9 If repair or replacement is unsuccessful, the Customer is entitled to rescind the contract or reduce the remuneration; any claims for damages the Customer may have according to art. V 19 shall be unaffected.

18.10 There shall be no claims based on Defect in cases of insignificant deviations from the agreed quality, of only minor impairment of usability, of natural wear and tear, or damage arising after the passing of risk from faulty or negligent handling, excessive strain, unsuitable equipment, defective civil works, inappropriate foundation soil, or claims based on particular external influences not assumed under the contract, or from non-reproducible software errors. Claims based on defects attributable to improper modifications or repair work carried out by the Customer or third parties and the consequences thereof are likewise excluded.

18.11 The Customer shall have no claim with respect to expenses incurred in the course of supplementary performance, including costs of travel, transport, labor, and material, to the extent that expenses are increased because the subject matter of Kopernikus Auto has subsequently been brought to another location than the Customer's branch office, unless doing so complies with the normal use.

18.12 The Customer shall have no claim for damages based on Defects. This shall not apply to the extent that a Defect has been fraudulently concealed, the guaranteed characteristics are not complied with, in the case of loss of life, bodily injury or damage to health, and/or intentionally or grossly negligent breach of contract on the part of Kopernikus Auto. The above provisions do not imply a change in the burden of proof to the detriment of the Customer. Any other or additional claims of the Customer exceeding the claims provided for in this art., based on a Defect, are excluded.

#### 19. Liability of Kopernikus Auto

19.1 Unless otherwise stipulated in these T&CS, the Customer shall have no Claim for Damages based on whatever legal reason, including infringement of duties arising in connection with the contract or tort.

19.2 Kopernikus Auto shall have unlimited liability for any injury to persons (injury to life, body or health) for which it may be held responsible.

19.3 In the event of any other damage so attributable, Kopernikus Auto shall pay compensation for up to the amount of EUR 250.000,00.

19.4 If data media are damaged, the due compensation shall not include any costs incurred in replacing any lost data or information.

19.5 Kopernikus Auto shall not be liable for claims for defects or claims for damages or for reimbursement of costs by the Customer, whatever their legal justification, which go beyond the terms of this contract, in particular claims concerning disruptions to operation, loss of profit, loss of information and data or consequential damages, except where mandatory liability applies by law or in the case of intent or gross negligence.

19.6 All combined claims, irrespective of their nature, towards Kopernikus Auto are limited to the individual overall project value. This includes, but is not limited to, all claims due to damages or reimbursement of costs, bodily injury, tort, delayed performance, non-performance, production hindering, disruption of operations, loss of information or data, and consequential damages.

19.7 The provisions under this art. 19 do not change the burden of proof to the Customer's disadvantage.

#### 20. Liability of Kopernikus Auto for infringement of third party property rights

20.1 Unless otherwise agreed, Kopernikus Auto shall only be liable to provide the Deliverables free of industrial property rights and third-party copyrights (hereinafter referred to as "Property Rights") in the country of the relevant place of delivery. If a third party brings forward legitimate claims against the Customer due to a violation of Property Rights in connection with the Deliverables, Kopernikus Auto shall accept the following liability towards the Customer within the period specified in art. III 9.

20.2 If a third party lodges claims against the Customer for infringing industrial or intellectual property rights, Kopernikus Auto shall be liable as follows until the expiry of one (1) year as of the commencement of the statutory limitation period:

20.3 Kopernikus Auto shall at its discretion and at its own cost either modify or replace the Deliverables in such a way that they do not infringe the property rights but essentially still meet the agreed specifications or indemnify the Customer against license fees for using the Deliverables in respect of third parties. If Kopernikus Auto is unable to do so under reasonable terms, it shall be required to withdraw the Deliverables and reimburse the payment effected.

Kopernikus Auto may request the reasonable indemnification from the Customer for using the Deliverables.

20.4 Requirements underlying Kopernikus Auto liability in accordance with this art. 20 are that the Customer notifies Kopernikus Auto immediately in writing of any third party claims for an infringed property right, does not acknowledge the alleged infringement and conducts any dispute, including any out-of-court settlements, only in consultation with Kopernikus Auto. If the Customer discontinues using the Deliverables on the grounds of minimizing damage or for other important reasons, it has a duty to notify the third parties that the discontinuation of use does not entail an acknowledgement that property rights have been infringed.

20.5 Where the Customer is itself responsible for the property right infringement, claims against Kopernikus Auto in accordance with this art. 20.1 shall be excluded. The same shall apply if the property right infringement is based on special requirements on the part of the Customer, or is caused by an application that could not be foreseen by Kopernikus Auto or by the fact that the Deliverables have been modified by the Customer or have been deployed together with the Deliverables not provided by Kopernikus Auto.

20.6 Other claims on the Customer for an infringement of third party property rights shall be excluded. However, the right of the Customer to terminate the agreement and the provisions stipulated under art. V 19 shall remain unaffected.

20.7 The stipulations specified above shall apply mutatis mutandis in the case of infringement of Property Rights or other rights of third parties by the Documentation.

**21. Confidentiality**

The contracting parties shall use all documents, information and data that they have received for the execution of the agreement and that are deemed to be confidential, only for the execution of the agreement. Insofar as these have not become common knowledge, the contracting parties shall treat the named documents and information as confidential vis-à-vis third parties not involved in performance of the agreement. Any other entity under Control of Kopernikus Auto or the Customer shall not be considered as third parties. "Control" shall mean that a company directly or indirectly (i) holds more than fifty percent (50%) of the rights to vote in another company, or (ii) has the right to appoint more than half of the members of the board of directors or a similar managing authority or a supervisory board of another company, or (iii) has the right to direct the business of another company; however, only as long as such requirements are fulfilled. These obligations shall continue to apply even after termination of the agreement.

**22. Subcontracts**

Kopernikus Auto may award subcontracts without the consent of the Customer, but shall impose upon its subcontractors the obligations contained in art. 21 above.

**23. Reservation, export license, subsidiary agreements**

23.1 Kopernikus Auto shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.

23.2 If the Customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Kopernikus Auto or works and services (including all kinds of technical support) performed by Kopernikus Auto to a third party the ordering party shall comply with all applicable national and international (re-) export control regulations. In any event of such transfer of goods, works and services the Customer shall comply with the national (re-) export control regulations of the country of the contractor, of the EU- and of the US.

23.3 Prior to any transfer of goods, works and services provided by Kopernikus Auto to a third party the Customer shall in particular check and guarantee by appropriate measures that

23.3.1 there will be no infringement of an embargo imposed by the European Union, by the United States of America and/ or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargoes;

23.3.2 such goods, works and services are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorization, unless required authorization is provided;

23.3.3 the regulations of all applicable Sanctioned Party Lists of the European Union and the United States of America concerning the trading with entities, persons and organizations listed therein are considered.

23.4 If required to enable authorities or Kopernikus Auto to conduct export control checks, the Customer, upon request by Kopernikus Auto, shall promptly provide Kopernikus Auto with all information pertaining to the ultimate recipient, the particular destination and the particular intended use of goods, works and services provided by Kopernikus Auto, as well as any existing export control restrictions.

23.5 The Customer shall indemnify and hold harmless Kopernikus Auto from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any

noncompliance with export control regulations by the Customer, and the Customer shall compensate Kopernikus Auto for all losses and expenses resulting thereof.

23.6 Any subsidiary agreements and contractual changes must be made in writing. Emails do not meet the requirement of written form in the sense of this provision.

**24. Transfer of contractual rights and duties**

Kopernikus Auto may at any time assign, transfer or subcontract this Agreement, in whole or in part, or rights and obligations thereunder to third parties without the consent of the Customer.

**25. Data Protection and Data Security**

25.1 The parties shall comply with the statutory regulations governing the protection of personal data.

25.2 The extent, nature and purpose of the planned data collection, processing or use, the nature of the data and the group of affected parties is described in the Confirmation of Order or the Offer.

25.3 The measures adopted for the protection of personal data may be adjusted by Kopernikus Auto in line with future technical and organizational developments within Kopernikus Auto. The Customer shall consent to such adaptations provided that they do not cause unfair disadvantage to the Customer and are not in breach of data protection legislation.

25.4 Kopernikus Auto shall not be liable to the Customer for any data protection violations resulting from a directive issued by the Customer.

**26. Arbitration, applicable Law**

26.1 All disputes arising out of or in connection with the present T&CS and the agreement based on them, including any question regarding its existence, validity or termination, shall be finally settled by court decision. No arbitration shall be sought.

26.2 The seat of court shall be Leipzig, Saxony, Germany.

**27. Miscellaneous**

27.1 Should any provision of this offer in whole or in part be or become invalid, impracticable or unenforceable, the validity of the other provisions shall not be affected thereby. In such a case, the invalid, impracticable or unenforceable provision shall be deemed to be replaced by a provision which, to the extent admissible according to the applicable laws, comes closest to the purpose of the invalid, impracticable or unenforceable provision. The same shall apply with respect to any omissions contained in this offer.

27.2 New offers shall replace all previous offers on the same subject.

27.3 All contracts are based on German law. The place of jurisdiction is Leipzig.

27.4 In case of conflicts or inconsistencies within the provisions of these T&CS, any interpretation, including any legal expressions, shall be based on the equivalent German expressions.

27.5 Any and all Changes to the agreement as well as to the Confirmation of Order or the Offer must be made in writing. This applies also in case this art. should be changed.

END OF DOCUMENT.