



License Terms and Conditions for IAV lumits

1. Validity of these conditions

- (1) By acquiring the right to use the software (hereinafter "Software") specified below in the separate Software description, you (hereinafter "Licensee") agree to these License Terms and Conditions ("Terms and Conditions ") of IAV GmbH Ingenieurgesellschaft Auto und Verkehr, Carnotstraße 1, 10587 Berlin, Germany (hereinafter "Licensor") for the use of the Software.
- (2) Subject to deviating agreements in individual cases, contracts for licensing the Software are concluded exclusively in accordance with these terms and conditions. Conflicting or deviating general terms and conditions of the Licensee shall only be binding if the Licensor has expressly acknowledged them; this must be done in writing. These Terms and Conditions shall also apply if the Licensor performs the delivery or service without reservation in the knowledge of conflicting or deviating terms and conditions of the Licensee.
- (3) The Licensor's offer to conclude a contract in accordance with these Terms and Conditions is directed exclusively at natural persons or legal entities acting as "traders" according to § 14 German Civil Code (BGB). The Licensee therefore warrants that it is entering into the contractual relationship with the Licensor exclusively in the exercise of its activities as an entrepreneur or freelancer or in the context of its activities for its employer which is itself a trader.

2. Contract execution

- (1) The transfer point for using the Software is the router output of the Licensor's data center. The Licensor is not responsible for establishing and maintaining the data connection between the Licensee's IT systems and the described transfer point. The use of the Software may be subject to restrictions or impairments due to circumstances beyond the Licensor's control. These include, in particular, the hardware, Software and technical infrastructure used by the Licensor, actions by third parties not acting on behalf of the Licensor, technical conditions of the Internet that cannot be influenced by the Licensor and force majeure. Continuous availability of the Software is therefore not guaranteed.
- (2) The Software shall only have the properties, technical data, etc. expressly specified in the contract; these shall only constitute guarantees if the Licensor expressly declares that it wishes to assume liability for them regardless of fault or if they are expressly designated as such by the Licensor; guarantee declarations must be made in writing in order to be effective. Unless otherwise stipulated by law, the Licensor shall only be liable for advice to the extent that it has assumed this as a primary contractual obligation.
- (3) The results generated by the Licensee using the Software shall be made available by the Licensor for retrieval via a download link for a period of one week. The Licensor shall take state-of-the-art measures to protect the Licensee's data. However, the Licensor shall have no duty of safekeeping or care with regard to the data.
- (4) The Licensor may maintain, update and further develop the Software at any time and, in particular, adapt it due to a change in the legal situation, technical developments or to improve IT security, which may result in restrictions on the availability and usability of the Software. Such measures may also be carried out during normal business hours.
- (5) The Licensor is not responsible for adapting the Software to the Licensee's IT environment unless expressly agreed otherwise.

3. Rights of use / licenses

- (1) Upon conclusion of the contract, the Licensee receives a simple (non-exclusive), non-transferable and non-sublicensable right to use the Software by the users specified by name (named-user) or by number (concurrent-user), depending on the agreement, which is limited to the worldwide territory outside the United

States of America (USA) and is unlimited in terms of content, limited in time until the end of the agreed period of use. In the case of demo versions (beta versions) of the Software, the aforementioned right of use is free of charge and limited to use for internal testing purposes.

- (2) If the Licensor provides the Licensee with Software(parts) (including patches, bug fixes and documentation), simple rights of use are granted to the Licensee to the extent that they exist for the Software with which they are to be used as intended or which they are to replace.
- (3) The use of free and open source software is generally permitted within the scope of the Software. If free and open source software is used by the Licensor, only the separately provided license conditions apply in this respect.

4. Maintenance services (support)

If the Licensee has purchased a license with Software support, the separate terms and conditions for maintenance services (support) of Software as a Service of the Licensor shall apply in this respect.

5. Terms of payment

- (1) The prices are net prices, i.e. excluding statutory VAT. The prices apply exclusively on the condition that the deliveries and services are free of taxes, customs duties, levies or other charges arising from the fact that the Licensor provides its deliveries and services outside Germany. In the event that taxes, customs duties or charges are levied by the public authorities, the prices shall be increased accordingly by these amounts.
- (2) The respective price is to be paid by the Licensee at the beginning of the usage period. Consumption-based costs are invoiced at the beginning of the following month.
- (3) Invoices from the Licensor must be paid within 30 days of the invoice date without deductions. In the event of late payment, the Licensee shall owe interest on arrears at the statutory rate, unless the Licensor can prove that the Licensee has suffered higher damages.

6. Claims for defects

- (1) The Licensee must notify the Licensor immediately of any defects in the Software. A defect does not exist if an error claimed by the Licensee cannot be reproduced. If the Licensee has interfered with the Software, the Licensee shall only be entitled to claim for defects if the Licensee proves that the interference was not the cause of the defect.
- (2) If it turns out that a defect alleged by the Licensee does not exist, in particular if an alleged defect cannot be reproduced, the Licensor shall be entitled to demand reasonable compensation for its expenses, unless the Licensee is only guilty of simple negligence.
- (3) A warranty for only insignificant reductions in the suitability of the Software is excluded.
- (4) A reduction of the remuneration or claims for damages due to malfunctions of the Software for which the Licensor is not responsible are excluded. This exclusion shall not apply if any malfunctions persist for a period of more than one week or significantly impair the Licensee's business operations.
- (5) The right to self-performance in accordance with § 536a (2) BGB (German Civil Code) is excluded.
- (6) Claims for damages shall exist exclusively in accordance with the following clause 7 of these Terms and Conditions.

7. Liability

- (1) When providing a demo version, the Licensor is only liable for intentional or grossly negligent acts; see § 599 BGB.



(2) Strict liability for initial defects in accordance with § 536a (1) BGB is excluded. In this respect, the Licensor shall only be liable in the event of intent or gross negligence. Otherwise, the Licensor shall be liable on the merits

- for intentional or grossly negligent acts and
- for any culpable breach of material contractual obligations.

(3) Essential contractual obligations are those contractual obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the contractual partner regularly relies and may rely. In the event of a breach of an essential contractual obligation due to simple negligence, the Licensor's liability shall be limited to the damage that is foreseeable and typical for the type of transaction in question.

(4) As typically foreseeable for this type of contract, the liability of the Licensor in the event of a breach of an essential contractual obligation due to simple negligence is limited to the amount of the price for each case of damage, whereby the liability for all damage caused by simple negligence in connection with this contract is limited to a maximum amount of EUR 100,000.00. A case of damage is understood to be a defect in the Software and all resulting damage.

(5) The Licensor shall only be liable for the recovery of data if the Licensee has ensured that lost data can be recovered with reasonable effort.

(6) Liability for damages resulting from injury to life, body or health as well as liability in accordance with §§ 1, 4 ProdHaftG (German Product Liability Act) remain unaffected.

(7) Insofar as liability for damages is excluded or limited in accordance with the above provisions, this also extends to the personal liability of the Licensor's executive bodies, employees and other staff, representatives and vicarious agents and also applies to statutory liability in tort.

8. Check and back-translation

(1) The Licensee undertakes to conscientiously check the work results achieved with the help of the Software in accordance with the state of the art and to take all safety precautions necessary to avoid damage through the use of the work results. In order to be able to recapitulate any damage that may occur later, the Licensee further undertakes to document the results of the review accordingly and, if necessary, to make them available to the Licensor for the purposes of damage analysis.

(2) The retranslation of the Software into other code forms (decompilation) as well as other types of reverse engineering of the various production stages of the Software and the removal of copy protection, serial numbers and other features serving to identify the program is not permitted, unless permitted by law. Copyright notices in the Software code may not be removed.

9. Miscellaneous

(1) In the event of contradictions between these Terms and Conditions and the Terms and Conditions for Maintenance Services (Support) of Software as a Service of the Licensor, these Terms and Conditions shall always take precedence.

(2) The Licensee is only entitled to set-off, retention and the defense of non-performance of the contract if the counterclaims have been legally established, acknowledged or are undisputed. The Licensee's right of set-off shall be unrestricted insofar as its counterclaims directly arise from the same contract as the Licensor's claims.

(3) The assignment of claims to which the Licensee is entitled from the business relationship with the Licensor, with the exception of monetary claims, is excluded.

(4) Events of force majeure, such as in particular epidemics and pandemics, labor disputes, unrest and armed or terrorist conflicts, which have unforeseeable consequences for the performance of services, shall release the parties from their contractual obligations for the duration of the disruption and to the extent of its effect, even if they are in default. However, the contract shall not be

cancelled automatically. Licensor and Licensee undertake to inform each other of such an impediment and to adjust their obligations to the changed circumstances in good faith.

(5) The law of the Federal Republic of Germany shall apply exclusively; the application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

(6) The exclusive place of jurisdiction for all claims against merchants and legal entities under public law arising from the business relationship shall be Berlin, Germany. This shall also apply to claims arising from checks as well as tort claims and third-party notices. However, the Licensor shall also be entitled to sue the Licensee before any other court having jurisdiction by law. In the case of cross-border deliveries and services, Berlin, Germany, shall be the exclusive place of jurisdiction for all disputes arising from the contractual relationship (Art. 25 Regulation (EU) 1215/2012). However, the Licensor reserves the right to sue the Licensee at its general place of jurisdiction or to bring an action before any other court that has jurisdiction under Regulation (EU) 1215/2012.

(7) The parties are aware that the Software may be subject to export and import restrictions. In particular, there may be licensing requirements or the use of the Software or associated technologies abroad may be subject to restrictions. The Licensee shall comply with the applicable export and import control regulations of the Federal Republic of Germany and the European Union as well as all other relevant regulations. The fulfillment of the contract by the Licensor is subject to the proviso that there are no obstacles to fulfillment due to national and international export and import regulations or other statutory provisions.

(8) In case of inconsistencies between the German and English version of these Terms and Conditions only the German version shall apply and be legally binding. The German version of these Terms and Conditions can be found on the following page.

(9) Should individual provisions of the above Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.