

General Terms and Conditions for **Valeo Virtualized Hardware Lab**

These terms and conditions apply to the supply by Valeo Schalter und Sensoren GmbH, a company organized and existing under the laws of Germany, the registered office of which is 74321 Bietigheim-Bissingen, Laiernstr. 12, registered under the number HRB 301795 at the Trade and Companies Registry of Stuttgart ("Valeo") of the Service as defined hereunder.

The Customer's general or purchasing terms and conditions are not accepted by Valeo and are hereby excluded, even when referenced in their order, registration, or other documents, and Valeo has not explicitly objected.

1. Contract Scope and Effectiveness. This contract governs the provision of the Service as described in [Appendix 1 "Service Description"](#). The contract with the Customer becomes effective upon Valeo's explicit acceptance of the Customer's order and/or a written document signed by both parties, or at the latest, upon the Customer's first use of the Service.

2. User Access and Responsibilities. To access the Service, Customer must register their authorized users under a named user license model. User accounts are non-transferable and are exclusively for the registered individuals. Access credentials must be kept confidential and protected from unauthorized third parties. Valeo must be immediately notified of any loss or disclosure of access data.

The Customer is responsible for ensuring that all hardware and software (including computers, routers, and tablets) are kept up-to-date and maintained according to manufacturer recommendations. The Customer must also adhere to Valeo's published technical specifications and minimum requirements for the Service described in the Service Description.

Customer acknowledges and agrees that Valeo collects, shares, stores, tracks, monitors, and processes Customer and user data when the Service is used, in order to provide the Service. The Customer acknowledges and agrees that Valeo may collect, analyze, use, such aggregated data. This aggregated data will be used to monitor Service security, identify and resolve technical issues, and improve the Service. This is provided that the aggregated data does not contain personally identifiable information or confidential information belonging to the Customer.

3. Prohibited Actions. Customer is prohibited from, and must not allow any third party to:

- Unauthorized Use and Distribution: Use, resell, sublicense, rent, lease, assign, or share any part of the Service with or for any third party.
- Security Violations: Gain or attempt to gain unauthorized access to the Service or any of its elements, bypass or interfere with any authentication or security measures, or allow unauthorized access.
- Service Disruption: Interfere with or disrupt the integrity or performance of the Service.
- Malicious or Disruptive Conduct:
 - Use automated methods (e.g., data mining) to access data from the Service.
 - Transmit material containing viruses, malware, or other harmful code, files, scripts, agents, or programs through or into the Service.
 - Attempt to circumvent or interfere with the proper functioning, integrity, operation, or appearance of the Service.

- Reverse Engineering: Decompile, disassemble, scan, reverse engineer, or attempt to discover any source code or underlying ideas or algorithms of the Service, unless expressly prohibited by applicable law.

The Customer is accountable for all actions and omissions of its users, regardless of whether they are authorized or unauthorized.

4. Third-Party Services and Limitations. This contract does not cover data connections between the Customer's IT infrastructure and the Service (e.g., via the internet), and Valeo does not provide these.

Valeo is not obligated to host the Service on its own servers or storage space and may engage third-party Service providers or subcontractors, including cloud providers.

Valeo offers an API for its Service. This API is to be used exclusively for the Service's intended purpose and in accordance with the terms of this contract.

Valeo will only maintain the version of the Service that was applicable at the time of the Customer's initial use. Valeo may incorporate or make available open source or third-party products, services, or functionalities in providing the Service and for processing Customer content, as described [in Appendix 2 \("Third Party Service"\)](#). Specific terms and conditions may apply, and Valeo disclaims responsibility and liability for any Third Party Service.

5. Usage Rights. Valeo grants the Customer a non-exclusive, non-transferable, non-sublicensable, and revocable right to access and use the Service as described in the Service Description, for the duration of the contract. This right also extends to any new versions, updates, or upgrades provided by Valeo during the contract term.

6. Ownership and Intellectual Property. Valeo maintains full ownership and all rights, title, and interest in the Service. This contract does not transfer any ownership rights to the Customer or its users. Valeo grants no other licenses or access, express or implied, to any of its software, Services, technology, or intellectual property rights, beyond those explicitly stated herein. Source code will not be provided.

7. Maintenance. Valeo shall maintain the Service and will update it with newer versions as required. These updates are primarily to adapt to evolving legal requirements, standards, and advancements in technology and science. The Customer will be promptly informed of any errors or malfunctions that significantly impact or limit its use. Scope and modalities of the maintenance is described [in Appendix 3](#).

8. Financial terms. The applicable fees, in consideration of the subscription Service, are defined in [Appendix 4](#). Payment for the Services shall be made annually in advance, and the specific billing, invoicing, and payment terms, including the applicable payment schedule and currency, are defined in Appendix 4. The Services fees are due and payable in consideration of the access rights acquired during the subscription term and not in consideration of the actual usage of the Services. Subscription Services are non-cancellable during the subscription term and all payments owed at the beginning of each subscription term are due and non-refundable.

Customer agrees to pay, and to reimburse Valeo for the payment of, any applicable taxes and customs duties including, but not limited to, sales taxes, value added taxes, goods and Services taxes, consumption taxes or any other fee that is imposed by any governmental authority on Customer's use of the subscription Services. If Customer is required by law to make any income tax deduction or to withhold income tax from any sum payable directly to Valeo hereunder, Customer will promptly effect payment thereof to the applicable tax authorities, and will also promptly provide Customer with official tax receipts or other evidence issued by the applicable tax authorities to support a claim for tax credit relief.

9. **Duration and Termination.** The duration of the subscription Services is twelve (12) months. Each Party may terminate this contract for cause in the event of any material breach by the other Party of any provision of this contract and its failure to remedy the breach within a reasonable period of time following written notice of such breach.

10. Representations and Warranties. Each Party represents and warrants that:

- It possesses the legal authority to enter into and fulfill this contract.
- To Valeo's knowledge, the Service does not infringe upon any third-party intellectual property rights, including copyrights, patents, trademarks, or trade secrets.
- the Service will conform to the descriptions provided in the Service Description.

11. Liability for Defects. Valeo's liability for defects in the Service is limited to material defects and defects of title, in accordance with applicable statutory provisions and as outlined in this Section.

- A "material defect" specifically refers to malfunctions and/or errors that significantly impair or limit the use of the Service.
- The remedies available to the Customer under warranty are exclusively detailed in the Service Description and in the maintenance appendix.

12. Breach of Warranty and Disclaimer. Should Valeo breach these warranties, it will correct the deficiencies to ensure the Service aligns with the stated warranties and Service Description. Valeo disclaims all other warranties, express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. The Customer is solely and exclusively responsible for the absence of any defect in the products and services it offers.

VALEO bears no liability for Customer's content or Third-Party Services accessible through the SERVICE. VALEO is also not responsible for any interception or interruption of internet, wireless, or cellular communications, or for any unavailability, interruption, or delay in telecommunications, nor for the actions of third parties unless they are VALEO's authorized agents or subcontractors.

Notwithstanding the above, each Party shall be liable to the other Party from and against any loss or damage (i) arising from a gross negligent or an intentional breach of duty by that Party, by its legal representative or a person used to perform an obligation; (ii) arising from injury to life, body or health due to intentional or negligent breach of duty by that Party, its legal representative or a person used to perform an obligation; (iii) arising from the lack of any guarantee of quality characteristics up to the financial cap of liability described below.

Each Party shall be liable in accordance with the German Product Liability Act in the event of product liability.

Neither Party shall be liable for a delay or failure to perform its obligations (other than an obligation of payment) to the extent that such delay or failure results from Force Majeure. The Party affected by Force Majeure shall give the other Party a written notice as soon as reasonably possible containing details of the circumstances giving rise to the event. If because of the nature of the hindrance it cannot be expected that the Contract will be performed for more than one (1) month, then the other Party shall be entitled to terminate the contract without prior notice.

In any case, Valeo's total, aggregate and yearly financial liability for all potential breach of the terms of this contract shall be limited to the amount of the fees paid by Customer to Valeo for the provision of the Service during the calendar year of the potential claimed breaches. Valeo shall not be liable for indirect or consequential damages, including damages resulting from loss of profit, loss of revenue, loss of clients, loss of data, loss of savings or business disruption. Liability in accordance with the German Product Liability Act (produkthaftungsgesetz) shall remain unaffected by the aforementioned provisions.

All Customer claims for damages shall become time-barred within one (1) year unless a longer limitation period is required by statutory law.

13. Export control. The Parties shall respect all applicable export control treaties, legislation or regulations. They shall not possess or be possessed by or work with, directly or indirectly, any legal entity or individual which are subject to export control sanctions anywhere, worldwide. The Parties shall obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under this Contract or any direct product of such technical data, software or software source code. Accordingly, neither Party shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by treaty, U.S., EU or other applicable laws. Each Party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective Party to fulfill its obligations under this Contract.

14. Confidentiality. Customer acknowledges that proprietary and confidential information and materials will be received from Valeo, regardless of whether such information is marked or identified as confidential. All such information and materials in whatever form and whatever format will hereunder be referred to as "Confidential Information". All confidential Information (i) shall be safely and securely kept and stored by the Customer. In particular, Customer shall protect the Confidential Information with the same degree of care as it uses with respect to its own Confidential Information (but in no event with less than reasonable care) in order to prevent the express, inadvertent or accidental disclosure of the Confidential Information and (ii) shall not be disclosed to third parties without the express written prior authorization of Valeo. If the confidential information is requested by a public authority as required by an applicable law or regulation (to the extent permitted by such laws or regulations), the Customer shall give prompt notice of such request to the Valeo in order to permit the latter to seek an appropriate limitation or remedy prior to such disclosure.

The obligations of confidentiality under this Contract shall not apply to Confidential Information in relation whereof the Customer demonstrates and proves a) that it was upon receipt thereof, or has subsequent to such receipt become publicly known through no wrongful act of Customer; b) has been disclosed by a third party without restriction, unless Customer knew or ought to have known

under the circumstances, that the information had been obtained directly or indirectly from Valeo and that the disclosure of the information was made unlawfully; c) was already in the possession of Customer prior to the date of disclosure, or (d) has been independently developed by Customer without the use of Confidential Information.

Any violation or threatened violation of any terms of this section can cause immediate and irreparable harm to Valeo. Therefore and, notwithstanding any provisions herein and without prejudice to any rights and remedies otherwise available, Valeo shall be entitled to equitable relief by way of injunction or other urgent proceeding in the event that the other Party breaches or threatens to breach any of the provisions of this section.

The obligations of confidentiality shall survive the expiry or termination of this contract for a period of 5 (five) years.

15. **Applicable Law - Settlement of Disputes.** This Contract shall be governed by the laws of the State of Germany, without respect to conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded.

Any dispute or claim arising out of or pertaining to this Contract shall first be endeavored to be resolved amicably by the Parties through negotiations involving their senior management. In the event of a failure to resolve the dispute amicably within a period of thirty (30) days following the initiation of the dispute, each Party submits the matter to the exclusive jurisdiction of the Court of Stuttgart, Germany. However, the Parties acknowledge that the foregoing dispute resolution process does not deprive any of them to take immediate action before the competent courts in the event that any urgent or exceptional remedy is required and in respect of which the timing and procedures set out above are not appropriate.

16. **Miscellaneous.** Any failure of either Party to require strict performance by the other Party, or any waiver by either Party of any requirement under this contract, shall not constitute consent or waiver of any subsequent failure or breach by such party of such requirement or any other provision of this contract. If any provision of this contract is held void, invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, then any and all remaining paragraphs of this contract shall remain valid and binding upon the Parties, and any such illegal or overly broad provision shall be deemed, without further action on the part of any person or entity, to be modified, amended and/or limited, but only to the extent necessary to render the same valid and enforceable in the applicable jurisdiction. This contract constitutes the entire Contract between the Parties with respect to the subject matter hereof and shall supersede all prior discussions, representations, understandings and contracts between them, either oral or in writing. The articles, sections and subsection headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This contract can not be assigned or transferred to any third party (except to a Valeo's Affiliate) without the prior written approval of the other Party. No variation of any provision or condition of this contract shall be effective unless it is in writing and signed by or on behalf of each of the Parties by an authorized representative of such Parties.

Appendix 1 "Service Description"

A1.1. Purpose & Scope

The Service provides cloud-hosted virtual laboratories that substitute or augment physical benches for ADAS/embedded development and validation. The Service offers virtual environments designed to support ADAS and embedded system development processes. These environments are intended to function as an alternative to physical test benches or as a supplement to existing infrastructure. The Service enables the simulation of scenarios and hardware interactions, allowing for testing and debugging within a digital environment. This functionality allows for the identification of potential issues and reduces the dependency on physical prototyping.

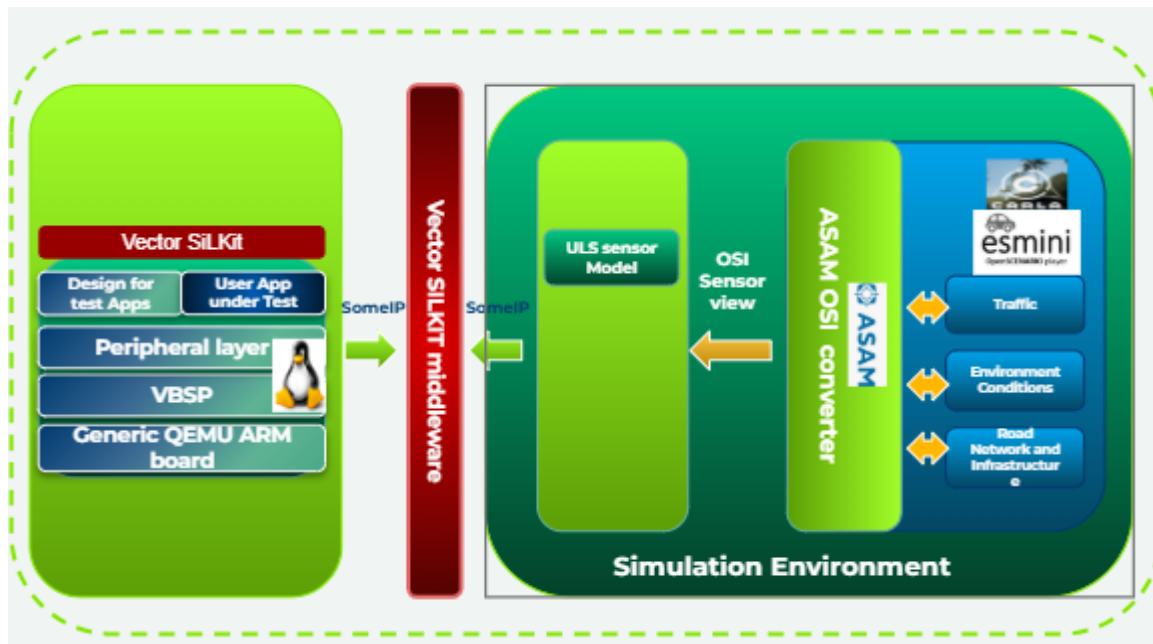
A1.2. Components

The Service encompasses a comprehensive suite of Provider-supplied artifacts meticulously designed for deployment within the Customer's AWS account. This robust collection ensures a seamless and integrated operational environment.

Key components of the Service include:

- **Golden Images (AMIs):** These are pre-configured Amazon Machine Images containing Valeo vECU images and utilities. These Golden Images serve as templates for the deployment of virtual Electronic Control Unit environments.
- **Sensor Models:** This category includes FMU (Functional Mock-up Unit) files compliant with the FMI 2.0 (Functional Mock-up Interface) standard for the Valeo Ultrasonic sensor model. These models are designed to simulate sensor behavior for development and validation tasks.
- **Middleware:** The Service utilizes SIL Kit middleware. SIL Kit provides communication and synchronization functions for supported protocols, including CAN (Controller Area Network), Ethernet, SOME/IP (Scalable service-Oriented Middleware over IP), and a global time service. This middleware facilitates data exchange between system components.
- **Scenario Runtime:** Esmini is integrated as the default time master for scenario execution. Esmini functions as a runtime environment for simulation scenarios and manages the synchronization of events.
- **ARM vECU:** This component refers to the ARM-based vECU, which contains a library defining sensor model interfaces. This library allows Users to integrate and utilize sensor models within their applications.

A1.3. Reference Architecture



A1.4. Technical Capabilities Overview

Our platform offers a comprehensive virtual testing environment meticulously designed for system validation. This environment features:

- Virtual testing environment with integrated components:** A virtual ecosystem where specific components are integrated and simulated, system evaluation. This environment facilitates the assessment of interactions between system parts prior to the creation of physical prototypes.
- Pre-configured vECU with Valeo's ultrasonic sensor model:** The environment includes a pre-configured Virtual Electronic Control Unit (vECU) incorporating Valeo's ultrasonic sensor model. This component enables the testing of sensor performance and algorithm behavior within simulated conditions.
- Integration Capabilities:** The System supports the following integration methods:
 - Integration via gRPC-protobuf:** The platform supports data exchange and control with compatible simulation tools using the gRPC-protobuf protocol. This protocol enables data transfer between the platform and supported third-party simulation environments.
 - Support for external simulation tools:** The architecture is designed to support the use of external simulation tools, allowing Users to incorporate compatible simulation environments into the testing workflow.
 - Scenario configuration:** The platform includes tools for scenarios configuration, enabling users to define and execute testing scenarios. This function allows for the simulation of various operational situations.

- **Communication Framework:**The Solution utilizes a communication framework to manage data flow and interaction between components:
 - **SilKit-based communication:**The communication framework utilizes Silkit to facilitate inter-component communication within the virtual environment.
 - **Ethernet communication between ECUs:** The platform supports simulated Ethernet communication between virtual ECUs. This feature is intended to emulate automotive network designs and facilitate the testing of network protocols.
 - **Standardized interfaces:** Communication within the system relies on standardized interfaces to support interoperability and integration
- **Cloud Infrastructure:**Our platform is built upon a resilient and scalable cloud infrastructure, ensuring global accessibility and performance:
 - **AWS-based deployment:** The solution is hosted on Amazon Web Services (AWS)
 - **Scalable resources:** The cloud architecture supports the scaling of resources to accommodate varying workloads.
 - **Global accessibility:**The platform is accessible via the internet through AWS data centers, allowing for access by authorized Users in supported regions.
- **Development Tools:** The solution includes a suite of development tools:
 - **API support:** An Application Programming Interface (API) is provided to enable developers to extend the platform and integrate it with existing toolchains and workflows.
 - **Debug capabilities:** Integrated debug capabilities to identify and resolve issues within the virtual environment.
 - **Testing frameworks integration:** The solution supports integration with testing frameworks, allowing users to execute and analyze test cases

A1.5. User Manual

For Step by step configuration and how to use the solution please refer to Valeo_Virtualized_HW_Lab_UserGuideFor comprehensive, step-by-step guidance on the configuration process and effective utilization of this solution, users are strongly encouraged to consult the Valeo_Virtualized_HW_Lab_UserGuide. This dedicated resource provides detailed instructions and best practices to ensure a smooth setup and optimal performance of the Virtualized Hardware Lab. It covers everything from initial installation to advanced features, making it an indispensable tool for all users.

A1.6. Deliverables (Inclusions)

The Amazon Machine Image includes a system for the interaction with and testing of autonomous parking functionalities.The AMI comprises the following components:

- **Graphical User Interface (GUI):** A graphical interface is provided to enable user interaction with the system. This allows for navigation, configuration, and monitoring of the system without extensive command-line knowledge.
- **Scripts for Manual Startup, Initialization, and Test Environment Execution:** The AMI includes a set of scripts to automate the initial setup and operation of the test environment. These

scripts enable manual control over the startup sequence, ensure proper initialization of all system components, and facilitate the execution of test scenarios.

- **ASAM Scenarios for Basic Parking:** The system includes scenarios compliant with ASAM (Association for Standardization of Automation and Measuring Systems) standards, addressing basic parking functionalities. These scenarios are provided to support the testing of parking maneuvers.
- **Ultrasonic Sensor API Library:** A library providing an Application Programming Interface (API) for the ultrasonic sensor is included. This API enables interaction with the sensor and allows for the integration of sensor data into User applications.
- **Example of Test Application for Sensor API Usability:** An example test application is provided to illustrate the usage of the ultrasonic sensor API. This component demonstrates methods for retrieving and processing sensor data for reference purposes.
- **SILKit as middleware:** To enable developers to integrate additional functionalities into their development environments
- **Esmini:** The Esmini simulation platform is included for Advanced Driver-Assistance Systems (ADAS) workflows. It provides a virtual environment for the testing of system features.

A1.7. Prerequisites (Customer)

The Customer is responsible for meeting the following prerequisites to utilize the Service. The Service may not function as intended if these conditions are not met.

1. **AWS Account and Permissions:** Customers are required to possess an active Amazon Web Services (AWS) account. The Customer is responsible for configuring the account with permissions sufficient to create, manage, and access the resources specified in the [user manual documentation](#).
2. **Familiarity with AWS EC2 User Guides:** The Customer is responsible for understanding Amazon Elastic Compute Cloud (EC2) operations, including instance types, security groups, and operational procedures as defined in AWS documentation.
3. **Organizational Access to AWS Environment and Resources:** The Customer must ensure their organization has granted access to the relevant AWS environment and resources. This includes the establishment of IAM (Identity and Access Management) policies and roles permitting the deployment and operation of the Service.
4. **Volume Encryption:** All attached volumes associated with Service instances must be encrypted. The Customer is responsible for utilizing AWS Key Management Service (KMS) or equivalent encryption methods.
5. **Service Description Access Policy:** The Customer must attach the specific IAM policy named "Service Description Access" to the launched instance. This policy provides permissions for the instance to interact with AWS services. The Customer may implement this via:
 - Custom Role Creation
 - Pre-configured Role

6. **Instance Metadata Configuration:** The Customer must configure the metadata of the created instance according to the specifications in [the user manual document](#). This configuration is required for the instance to identify itself and interact with system components.
7. **Consequences of Configuration Failure:** Failure to correctly set the options defined in points 5 (Service Description Access policy) and 6 (Instance Metadata) will result in the instance failing to run as intended.
 - **Pre-Launch Termination:** Instances failing to meet configuration requirements prior to launch will terminate approximately 4 minutes after the launch attempt.
 - **Post-Launch Termination:** Instances that launch with incorrect configurations will terminate approximately 30 seconds after launch.

System Requirements

To ensure the optimal performance and functionality of the system, the following hardware and network requirements must be met. These specifications are crucial for running the Esmini Simulation Tool and facilitating necessary communications.

1. **Hardware Requirements:**
 - **Esmini Simulation Tool:** The Esmini Simulation Tool has specific instance type requirements based on the underlying architecture:
 - For **Linux x86-64 architecture**, a **t3.xlarge** instance type is required. This instance type offers a balance of compute, memory, and network performance suitable for the simulation workload.
 - For **Linux arm-64 architecture**, a **t4g.xlarge** instance type is required. The **t4g** instances are powered by AWS Graviton2 processors, providing excellent price-performance for Arm-based workloads.

Appendix 2 "Third Party Service"

A2.1 Software Bill of Materials (SBOM): Free & Open-Source Components for Valeo HW Virtualized Lab

The following table shows all open source tools used by Valeo Virtualized Hardware Lab solution, version used, component purpose, and license type of this component.

Used Open Source Tool	Version	Component Purpose	License Type
open-simulation-interface	3.5.0	Open Simulation Interface (OSI) provides a common language for simulated sensors and environments so that tools and models from different vendors can interoperate.	MPL-2.0
Protobuf	3.20.2	Serialization of OSI message while handling the payloads requests and responses between vECUs, services and tools.	BSD-3-Clause
OpenSimulationInterface/osi-sensor-model-packaging	1.5.0	Integrate the FMU with the Open Simulation Interface (OSI) to enable it to parse OSI frames.	MPL-2.0
JSON for Modern C++	3.11.3	Used for parsing every sensor configuration from a JSON file ("config.json"). Using JSON file was preferred as it is a simple yet efficient user-friendly way to configure.	MIT
mufluhun/easyloggingpp	9.97.1	A lightweight C++ logging library is employed to provide straightforward and efficient logging capabilities for the internal components of the L3 vECU.	MIT
spdlog	1.15.2	Leveraging Spdlog, a fast C++ logging library, we ensure high-performance logging essential for robust integration between all solution modules.	MIT
modelica/fmi-standard	2.0.4	The FMI standard defines a standard interface for model exchange and co-simulation. It is used to enable the FMU functionality, allowing the system to be packaged and run as an FMU for simulation in compliant tools. The presence of FMU-related files and model descriptions confirms this usage.	BSD-2-Clause
awslabs/aws-sdk-cpp	1.11.603	This component provides an integration library for AWS License Manager. The solution can call its validation function to check whether customers have a valid license before granting solution to operation, ensuring license compliance.	Apache-2.0
grpc	1.61.3	Provides remote procedure call (RPC) capabilities, used for communication between simulation components to	Apache-2.0

		transfer protobuf serialization.	
jbeder/yaml-cpp	0.7.0	Handles YAML configuration files parsing for sil-kit interface configurations.	MIT
NTNU-IHB/FMI4cpp	0.8.3	Provides FMI support for running and interacting with FMUs.	MIT
seladb/PcapPlusPlus	22.05	Create a complete Ethernet frame that encapsulates a SOME/IP message within a UDP/IP packet to send it using the sil-kit.	Unlicense
vectorgrp/sil-kit	4.0.50	- Provides simulation bus and communication infrastructure for sil-kit adapter only. - Provides simulation bus and communication infrastructure for the entire solution except the sil-kit adapter.	MIT
vectorgrp/sil-kit-adapters-qemu	1.1.0	Bridges QEMU-based virtual hardware with the SilKit co-simulation environment.	MIT
Google C++ Testing Framework	1.11.0	gtest is used as a powerful framework to validate the ADAS application's behavior under various simulated conditions, from data integrity checks (like timestamps and live counters) to complex dynamic scenarios.	BSD-3-Clause

A2.2. License Terms Matrix — Permissions, Restrictions & Obligations

Each license type has certain permissions, restrictions, and obligations. They are described in the following table.

License Type	License Permits
MPL-2.0	https://www.mozilla.org/MPL/2.0/
BSD-3-Clause	https://opensource.org/license/bsd-3-clause
MIT	https://opensource.org/license/mit
BSD-2-Clause	https://opensource.org/license/bsd-2-clause
Apache-2.0	https://www.apache.org/licenses/LICENSE-2.0.txt

Appendix 3 "Maintenance"

A3.1. Definitions

The following capitalized terms shall have the meanings set forth below for the purpose of this Agreement, including any schedules or addenda attached hereto:

- A. **"AMI"** (Amazon Machine Image) means the proprietary, pre-configured virtual machine template provided by Valeo. This image contains the entirety of the Software and its operating environment, allowing for deployment within the Customer's designated Cloud Environment. The AMI is the sole method of Software delivery under this Agreement.
- B. **"Cloud Environment"** means the specific infrastructure provisioned, owned, and managed by the Customer within their Amazon Web Services (AWS) account. It is the designated, secured location where the AMI is deployed, instantiated, and operated by the Customer for the purpose of utilizing the Software.
- C. **"Customer-Developed Content"** means any and all creative or technical material, including but not limited to, algorithms, unique software code, specialized scripts, configuration files, intellectual property, or data models that are independently created, developed, or introduced by the Customer and subsequently stored, integrated, or executed within the instantiated AMI environment. This content remains the sole property of the Customer.
- D. **"Customer Scenarios"** means the specific set of configuration inputs, environmental parameters (e.g., weather, road conditions), test data sets, sensor inputs, and execution settings that are uploaded, configured, or defined by the Customer to drive the Software's simulation tool for the purpose of conducting simulations or analysis.
- E. **"Error"** means a verifiable and reproducible malfunction or defect in the Software that causes it to deviate from its documented functionality, performance characteristics, or behavioral requirements as explicitly detailed in the User Manual. For a reported issue to be classified as an Error, the Customer must provide sufficient evidence to allow Valeo to reproduce the failure.
- F. **"Intellectual Property"** means all proprietary rights, including but not limited to copyrights, patents, trade secrets, trademarks, know-how, and all other similar rights, owned by Valeo and embodied within the Software, its architecture, source code, object code, and any accompanying Documentation. The Customer acknowledges that all such Intellectual Property is and shall remain the sole property of Valeo.
- G. **"Maintenance Period"** means the subscription term by Customer of the Services
- H. **"Patch"** means a discrete, targeted modification, correction, or temporary fix applied to the Software's code or configuration specifically intended to eliminate or mitigate an identified Error. Patches are typically interim solutions released outside of standard Update cycles.
- I. **"Software"** means the complete suite of proprietary technology provided by Valeo under this Agreement, specifically encompassing the Valeo-developed sensor model, the associated simulation tools, and all exposed application programming interfaces (APIs) required for Customer interaction. The Software is licensed to the Customer solely in its bundled form, as packaged within the AMI and delivered to the Customer.
- J. **"Specifications"** means the comprehensive set of technical and operational documents provided by Valeo to the Customer. This includes, but is not limited to, the official user guides, detailed functional requirements documents, integration manuals, and performance benchmark documentation, which collectively define the intended operation, features, and capabilities of the Software.
- K. **"Support Request"** means the formal, written communication submitted by the Customer to Valeo's designated support channel (e.g., ticketing system, dedicated email address) for the purpose of reporting an alleged Error, requesting assistance with the Software, or requesting technical clarification. The Support Request must contain sufficient detail to allow Valeo to

begin investigation.

- L. **"Update"** means a major or minor new release or version of the AMI published by Valeo. Updates are comprehensive packages that incorporate accumulated Patches, may include new minor features, enhancements, performance improvements, and general code restructuring, superseding the previously deployed version of the AMI.

A3.2. Software Maintenance Services

During the agreed-upon "Maintenance Period," Valeo is committed to performing comprehensive "Software Maintenance Services." These services are designed to ensure the continued performance, reliability, and functionality of the Software for the Customer. The scope of these services includes, but is not limited to, the following critical activities:

- **Error Diagnosis and Troubleshooting:** Valeo will actively engage in the process of investigating, diagnosing, and troubleshooting any reported or identified Errors within the Software. This involves detailed analysis to pinpoint the root cause of the issue, whether it is a defect, a bug, or a functional failure, to prepare for a timely resolution.
- **Provision of Patches and Updates:** To maintain the Software's intended operation and adherence to the agreed-upon Specifications, Valeo will provide the Customer with necessary **Patches and Updates**.
 - **Patches** are minor software releases that address specific Errors, security vulnerabilities, or performance issues.
 - **Updates** encompass more substantial releases, which may include cumulative patches, minor feature enhancements, or adjustments necessary to maintain compatibility with evolving operating environments or dependent systems, all while ensuring the core functionality remains consistent with the Specifications.
- **Technical Support:** While dedicated support is typically covered in a separate section, the maintenance process inherently includes providing essential technical guidance and assistance to the Customer's designated technical contacts regarding the Errors being addressed and the deployment of Patches and Updates.

A3.3. Maintenance Period and SLA

A3.3.1. Service Level Commitment

Throughout each twelve (12) month term, Valeo commits to providing a reasonable number of **Updates**—as *deemed necessary by Valeo*—primarily for **correction of Errors** (reproducible software failures deviating from specifications). Updates maintain system integrity and may include minor enhancements, bug fixes, patches, and security resolutions to ensure the software operates in substantial conformity with its documentation.

A3.4. Scope of Services & Exclusions

This section defines the limits of services, focusing on maintenance and support, and necessary exclusions.

A3.4.1. Enhancements or Changes:

The scope is strictly limited to the Software's original technical Specifications.

- Exclusion: New features, major architectural changes, or significant enhancements not in the initial Specifications are not covered by this contract or standard maintenance.
- Process for New Features: Such enhancements may be considered under a separate Statement of Work (SOW).
- Cost Implication: Work under a separate SOW requires additional cost, negotiated and agreed upon beforehand.

A3.4.2 Exclusions from Service:

Valeo is not obligated to provide maintenance, troubleshooting, or corrective action for issues arising from external factors or unauthorized changes, including:

- A. Customer-Developed Content: Problems resulting from Customer-created content (data, configurations) or complex use scenarios not tested or sanctioned by Valeo.
- B. Modifications by the Customer: Issues traceable to unauthorized modifications, alterations, or changes made to the AMI, core Software code, or configuration files by the Customer or a third party.
- C. Customer's Cloud Environment Configuration: Issues caused by the Customer's specific cloud environment configuration (e.g., networking, security, scaling) outside Valeo's standard deployment parameters.
- D. Inconsistent Use: Defects or failures from using the Software inconsistently with its technical Specifications, manuals, or intended guidelines (e.g., overloading, incompatible integration).

A3.5. Support and Error Resolution Procedures

- A. Support Requests: Customers may submit Support Requests through the designated email address: Vecu-support@valeo.com and one of the technical team will get in contact for support.
- B. Customer Assistance: Customer agrees to provide reasonable assistance to help Valeo replicate and diagnose an Error, including providing logs, descriptions, and access to the environment if necessary.
- C. Classification: Valeo will classify each alleged Error according to the severity levels defined below and will use commercially reasonable efforts to respond and provide a Patch or workaround within the target response times.
- D. Error Severity Levels

Severity Level	Description/Examples for Simulation Software	Time to respond
Critical Impact	A fault that causes a complete loss of service or a major malfunction of the Solution, resulting in an inability to use the vECU or core functionalities. No reasonable workaround is available. Examples: The Solution repeatedly crashes during startup, preventing any development tasks or test execution.	1 day

High Impact	A significant degradation of functionality where the Solution is partially usable, but key features are severely impacted. A temporary workaround may exist but is not sustainable for normal operations. Examples: vECU runs, but communication with key components (e.g. sensor model, test automation interface) is not functioning correctly.	2-3 days
Medium Impact	A fault that affects non-critical functionality or causes intermittent issues, but the Solution remains generally usable. A reasonable workaround is available. Examples: Certain configuration options in the vECU environment are not applied correctly, but manual configuration is still possible.	3-5 days
Low Impact	Definition: A minor issue with limited or no impact on normal operation. Typically cosmetic, documentation-related, or related to non-essential features. Examples: Typographical errors or misleading labels in the user interface or documentation.	10 days

A3.6. Obsolescence

Valeo's obligation to provide support is contingent upon the continued availability of third-party technologies required for the Software to operate (e.g., underlying AWS services, operating system versions, or essential libraries). Valeo is not responsible for issues arising from the deprecation of such technologies.

A3.7. Fees

The fees for the maintenance activities are part of the subscription fees to be paid by Customer for the Services.

A3.8. Intellectual Property

Valeo retains all exclusive Intellectual Property rights concerning the Software, including any Patches or Updates. This Agreement strictly limits any license or rights granted to Valeo's Intellectual Property to the extent necessary for receiving the specified maintenance services.

A3.9. Warranty

Valeo warrants that it will perform the Software Maintenance Services in a professional and workmanlike manner, in accordance with standard industry practices. Valeo makes no other warranties, whether express or implied.

A3.10. Governing Law

Any dispute or claim arising out of or pertaining to this Contract shall first be endeavored to be resolved amicably by the Parties through negotiations involving their senior management. In the event of a failure to resolve the dispute amicably within a period of thirty (30) days following the initiation of the dispute, each Party submits the matter to the exclusive jurisdiction of the Court of Stuttgart, Germany. However, the Parties acknowledge that the foregoing dispute resolution process does not deprive any of them to take immediate action before the competent courts in the event that any urgent or exceptional remedy is required and in respect of which the timing and procedures set out above are not appropriate.

Appendix 4 "Financial Terms"

This Appendix 4 ("Financial Terms") is part of and incorporated into the Master Service Agreement ("Agreement") between Valeo ("Supplier") and the ("Customer").

1. Definitions

For the purposes of this Appendix, the following terms shall have the meanings ascribed to them below:

"Authorized User" means an employee, agent, or independent contractor of the Customer who is authorized by the Customer to access and use the Service.

"AWS Marketplace" means the online software store operated by Amazon Web Services that allows customers to find, buy, and immediately start using software and services.

"Subscription Fee" means the annual fee payable by the Customer for each Authorized User to access and use the Service.

"Subscription Term" means the initial one-year period of the subscription and any subsequent renewal periods.

2. Subscription Fees

2.1. The Subscription Fee for the Service is 1674 USD per Authorized User per year

2.2. The total fee for the initial Subscription Term will be calculated based on the number of Authorized User subscriptions purchased by the Customer on the AWS Marketplace.

2.3. Additional Users: The Customer may purchase additional Authorized User subscriptions during the Subscription Term through the AWS Marketplace. The fees for such additional users will be prorated for the remainder of the then-current Subscription Term and billed accordingly.

3. Subscription Term and Renewal

3.1. The initial Subscription Term shall be for a period of one (1) year, commencing on the date of purchase on the AWS Marketplace ("Effective Date").

3.2. Automatic Renewal: Unless the Customer provides a notice of non-renewal at least thirty (30) days before the end of the current Subscription Term, the subscription will automatically renew for successive one-year periods. This can typically be managed by the Customer through their AWS account settings.

4. Payment and Billing

4.1. Billing: All fees will be billed and collected by AWS and will be part of the Customer's regular AWS bill. The Customer's use of the Service is contingent upon maintaining a valid AWS account in good standing.

4.2. Payment Due: Payment terms are governed by the Customer's agreement with AWS. Invoicing will commence on the Effective Date.

4.3. Currency: All fees are stated and payable in Euro (EUR), unless otherwise specified on the AWS Marketplace listing.

4.4. Taxes: The Subscription Fees are exclusive of all applicable taxes, duties, or levies, such as sales tax, value-added tax (VAT), and withholding taxes ("Taxes"). The Customer is responsible for paying all Taxes associated with its purchase.

5. Late Payments and Service Suspension

5.1. In the event of non-payment by the Customer, AWS may suspend or terminate access to the Service in accordance with their policies.

5.2. The Supplier reserves the right to suspend access to the Service if fees remain unpaid for more than thirty (30) days from the due date, in addition to any other rights and remedies.

6. Fee Adjustments

6.1. The Supplier reserves the right to modify the Subscription Fees for subsequent renewal terms by providing the Customer with at least sixty (60) days' written notice prior to the end of the then-current Subscription Term.

7. Refunds and Cancellations

7.1. All Subscription Fees are non-refundable, except as may be explicitly provided in the Agreement or as required by law.

7.2. As per AWS Marketplace policy, customers may request a cancellation and refund through AWS Support within 48 hours of the initial purchase. Any such requests are subject to AWS's approval.

8. Usage Verification

8.1. The Customer undertakes that the number of Authorized Users will not exceed the number of subscriptions purchased.

8.2. The Supplier reserves the right to audit the Customer's use of the Service to ensure compliance with the terms of the Agreement. Such an audit may be conducted with reasonable notice and during normal business hours.

Appendix 5: “Valeo Data Protection Statement and Privacy Notice”

Valeo Data Protection Statement and Privacy Notice

1/ Data uploaded by the customer in its own AWS account

The solution is provided as an Amazon Machine Image (AMI), which customer deploys within its own AWS accounts. Upon deployment, customer can upload and execute its proprietary applications under development, along with its test cases and scenarios for validation. Any data processed in this environment, including any potential personal data, remains exclusively within the customer's AWS environment and under its sole responsibility. The solution does not inherently require personal data for its functionality, and Valeo does not, by default, access or store customer workloads or data.

2/ Data collected by Valeo

Valeo Personal Data Protection General Principles

Valeo Privacy notice

The current notice aims at informing Valeo's customer of Valeo's overall approach to Data Protection. It provides customer with indication as to its rights and the way its Personal Data is processed and protected.

This notice applies to the data collected in particular as part of our contractual or pre-contractual relationships.

1. Who are we?

Valeo is a global company operating in approximately 30 countries. The full list of Valeo entities is available on [Valeo.com](https://www.valeo.com).

Concerning your Personal Data, usually the Valeo entity you or your organisation is mainly cooperating with, is a Data Controller.

The Valeo Global Data Protection Officer is based at the Paris headquarters and can be contacted here:

**Valeo
Management
Services Data
Protection
Officer**

**Email
address:**
dpo.external@valeo.com

100 rue de Courcelles
CS 86960
75173 Paris Cedex 17
France

2. What information do we collect?

We collect and process the contact details and information necessary to conduct our activities and to develop or maintain business and contractual relationships in a business to business environment.

The personal information we process mostly relates to employees, banks or financial institutions of our customer.

Name, Phone number and Email address are collected for account creation/registration.

3. How do we collect personal data

We collect Personal Data most of the time, directly from our business partners' representatives, such as:

- ▶ Through work orders, invoices, credit notes;
- ▶ Via our internet portals.

4. Who receives your Personal Data?

Most Personal Data is processed and managed by Valeo employees, located in your country or in any country where Valeo operates. Irrespective of their location, all Valeo entities are subject to the Valeo detailed Data Protection Program.

Where Valeo needs to use sub contractors or Data Processors, they are bound by the necessary terms and conditions and can only use the data for clearly identified purposes. Their employees are subject to strict Non Disclosure Agreements and training.

Where Valeo needs to transfer Personal Data outside of the European Union, all necessary safeguards are implemented to maintain the protection of individuals' Personal Data.

Valeo is not involved in any Personal Data transaction nor business. We do not sell personal data to third parties.

5. How long do we store your Personal Data

Valeo will keep your Personal Data in a secure environment for the time necessary to achieve the purposes for which it was collected or during the minimum retention period provided by the applicable legislation including civil, criminal and commercial law.

As a minimum, Valeo will keep your Personal Data during the term of the contract.

6. How do we use Personal Data?

Personal Data may be used in relation to especially:

- ▶ Providing responses to your questions
- ▶ Sending and processing work orders, invoices, credit notes
- ▶ Providing goods and services
- ▶ Account set up, administration, access management
- ▶ Providing maintenance and support
- ▶ Carrying out audits
 - ▶ Carrying out legal obligations (e.g. prevention of fraud, anti-bribery due diligence, economic sanctions background check)
- ▶ Meeting internal audit requirements

7. What legal basis do we have for processing your Personal Data?

We collect and process Personal Data to support our business and/or contractual relationships. We may have legal obligations to fulfil, such as issuing invoices.

Finally, and where so required, we obtain consent from the Data Subject we interact with, especially our web site visitors. You can withdraw and manage your consent as described in section 10.

8. How do we share Personal Data?

Valeo is and acts as a global company. As a result, some data may be shared with other Valeo companies for processing. Such data will be subject to the Valeo Data Protection Compliance program and will be treated with the same level of care and attention throughout the Valeo organisation. To this end, Valeo has signed an internal data sharing agreement (Data Transfer Agreement).

Where Valeo needs to outsource data processing to a third party provider, the Data Processor is carefully selected, data processing agreements and international data transfer clauses both consistent with the Global Data Protection Regulation are duly signed.

Where required by law or contract or where Valeo has a respective legitimate interest, Valeo from time to time may share your data with further external third parties, such as e.g. public authorities, consultants and auditors.

9. How do we secure Personal Data?

We are committed to ensuring data security, confidentiality and integrity.

Our **Global Data Protection Compliance Program** includes programs, controls and relevant policies, procedures and guidelines that help us develop and maintain cultural, organisational, physical and technical security measures.

The program includes:

- ▶ The **Valeo Data Protection General Policy**
 - ▶ The **Valeo Business Partner Code of Conduct** under which business partners and providers must commit to treat Personal Data as confidential information
 - ▶ The **Data Processor policy** which imposes to Data Processors contractual terms consistent with the European regulation
 - ▶ The **Valeo Policy for International Transfer of Personal Data** with International transfer clauses which are mandatory in case of the transfer of data outside of Europe
- ▶ The **Valeo Personal Data Breach Notification Procedure**
- ▶ A test and pilot products data use protocol
- ▶ Non Disclosure Agreements
- ▶ Mandatory training programs
- ▶ Tools and methods
- ▶ Audits and controls (including HR Policies relative to Payroll and Internal control rules)

The program is supported by a Global multidisciplinary team.

In addition, the Data Protection Office, the Information Security Office and the Information System Department collaborate closely to provide adequate security to the Personal Data we process.

As an example, we have specific measures and plans:

- ▶ To protect data against accidental loss
- ▶ To prevent unauthorised access, use, destruction or disclosure
- ▶ To ensure business continuity and disaster recovery
- ▶ To restrict access to personal information
 - ▶ To conduct privacy impact assessments in accordance with the law and your business policies
- ▶ To train staff and contractors on data security
- ▶ To manage third party risks, through use of contracts and security reviews

We also have:

- ▶ Valeo Internal Security Policy
- ▶ Valeo Confidentiality Image and Social Media Policy

- ▶ Valeo IS Security Policy applicable for external partners

Please note this list is not exhaustive.

10. Your rights in relation to Personal Data

Your first right is to not provide Valeo with personal information. Please note that refusing to provide certain Personal Data may prevent us from fulfilling our obligations or limit your use of the Services if such Personal Data are necessary for such use.

As per GDPR, you also have the right to request:

- ▶ **Access to personal information:** you can ask to access the following information:
 - The purposes of the processing
 - The categories of the personal data concerned
 - The recipients, or categories of recipients, of the data, if any, in particular any third party countries or international organisations
 - The length of time that the personal data will be stored for (or the criteria used to determine that period)
 - Whether the Personal Data will be subject to automated processing, including profiling and, if so, the logic and potential consequences involved
 - Where the data is transferred to a third party country or international organisation, information about the safeguards that apply; Information about the source of the data, if not directly from the data subject
- ▶ **Withdrawal of consent:** You may withdraw your consent any time without having to name any reasons, but with effect for the future only.
 - If we are processing your personal data on the basis of legitimate interests, you are entitled to contradict such processing anytime for reasons of your specific situation. The same applies for any potential profiling based on our legitimate interest. We will then no longer process your data except in situations where we need to process your data for reasons outweighing your interests. The same applies when your data is processed for purposes of addressing, implementing or defending legal claims.
 - Should we process your data for direct marketing purposes, you may contradict at any time and without having to name any reason. The same applies for any direct marketing based on profiling. As soon as you have issued your contradiction, we will no longer process your data for direct marketing purposes.
- ▶ **Correction of your personal data:** where personal data is inaccurate you have the right to request/claim that it be corrected and that incomplete Personal Data be completed based on information you may provide

- ▶ **Erasure, also known as “the right to be forgotten”:** you have the right to require to erase Personal Data without undue delay where one of the following applies:
 - The Personal Data is no longer necessary for the purpose for which it was collected
 - Consent is withdrawn and there is no other legal ground for processing
 - The data subject objects to the processing of the Personal Data
 - The Personal Data has been unlawfully processed
- ▶ **Processing restriction:** you can exercise the right to a restriction of processing of your Personal Data in one of the following circumstances:
 - You contest the accuracy of the data
 - You need the data for legal claims
- ▶ **Automated decision:** you have the right to not be the subject of automated decision-making where the decision has a significant effect on you, and can insist on human intervention
- ▶ **Data portability:** you have the right to request/claim that your Personal Data be provided to you in a “structured, commonly-used and machine-readable format” and to transfer that data to another party e.g. service provider. This applies to personal data for which processing is based on your consent or the processing is carried out by automated means. Where feasible, you can also request/claim that the personal data be transferred directly from our systems to those of another provider
- ▶ **The right of lodging a complaint with the Information Commissioner’s Office:** you may file a complaint either with *Commission Nationale Informatique et Libertés* (French national privacy authority), Valeo group Data Protection Officer, or the National Agency for

Data Protection having jurisdiction in the country where you are located

You can exercise all the rights you are entitled to as a data subject any time and without having to name any reason to Valeo. You can address your request by writing, at our registered headquarters or preferably by sending an email to dpo.external@valeo.com.

As part of the exercise of these rights, you may be asked for a proof of identity document, and if necessary the information needed to process your request.

Please note, that illegitimate, excessive or further objectively unfounded requests may be subject to rejection as per applicable data protection law, as all requests may not be legitimate nor satisfied.

11. How to contact us?

Should you have questions or concerns about data protection, your personal information, or should you wish to file a complaint, please contact the **Valeo Data Protection Officer** at: dpo.external@valeo.com