

BOSCH SECURE AUTHENTICATION GMBH

General Terms and Conditions of Delivery and Provision of Services

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Preamble / General Provisions

Only the following Terms and Conditions shall govern our deliveries. Terms and conditions opposing or deviating from our Terms and Conditions shall not apply unless we have expressly approved the application thereof. The following conditions shall also apply if, notwithstanding our knowledge of terms and conditions of the customer opposing or deviating from our Terms and Conditions, we unconditionally perform delivery to the customer. Oral agreements made prior to or upon execution of a contract must be confirmed by us in writing to be valid.

1. Definitions

1.1 **"Agreement"**: Refers to these General Terms and Conditions, along with any applicable Quotation, Order Form, Statement of Work or other binding document agreed in writing by both Parties.

1.2 **"Account"**: Means the authorization granted to the Customer to access controlled-access applications or Services provided by the Company.

1.3 **"Company"**: Refers to Bosch Secure Authentication GmbH.

1.4 **"Customer"**: Refers to the legal entity purchasing Products or Services from the Company.

1.5 **"Hardware"**: Refers to any physical equipment, devices, or components supplied by the Company.

1.6 **"Software"**: Refers to any computer programs in object or source code, including firmware, provided by the Company, whether as a standalone product, embedded in Hardware, or accessed as a Service.

1.7 **"Services"**: Refers to all non-product deliverables provided by the Company to the Customer under this Agreement. Services may include, but are not limited to, Engineering Services, Support Services, and Software-as-a-Service (SaaS), as further defined below.

1.8 **"Engineering Services"**: Refers to custom development, integration, consulting, or other professional services as described in a Statement of Work.

1.9 **"Software-as-a-Service (SaaS)"**: Refers to the provision of Software for use by the Customer via remote access over the internet, as described in a Service Description.

1.10 **"Support Services"**: Refers to the technical assistance provided as part of a Software Maintenance agreement or other support offerings for Hardware or Software.

1.11 **"Software Maintenance"**: Refers to the service offering for Software products which includes the provision of updates, new versions, and technical assistance (see Article 4.)

1.12 **"Documentation"**: Refers to user manuals, technical specifications, and other documents provided by the Company for Products and Services.

1.13 **"Intellectual Property (IP)"**: Means any know-how, business secrets, trade secrets, moral rights, trademarks, trade names, domain names, software (including open-source software and its licenses), copyrights and usage rights, improvements or inventions, patents, utility models, design rights, regardless of whether or not registerable and/ or patentable, and/ or applications therefore and any other intellectual or industrial property anywhere in the world.

2. Scope of Supply & Services

2.1 **General Scope**: The specific Products and/or Services to be supplied are defined in the relevant quotation, order form, or Statement of Work ("SOW").

2.2 **Applicability**: The articles and clauses within this Agreement pertaining to specific types of deliverables (e.g., Hardware, Software, SaaS, Engineering Services) shall only apply if such deliverables are part of the specific offering purchased by the Customer under an SOW or order.

2.3 **Delivery Interfaces for Services**: Where applicable, the Company will allow Customer to access and make use of the Services via a standardized application interface (API) further defined in the Service Description. The integration of the Services into Customer's target system and/or any adaptation of Customer's target system to allow communication with the Company's API shall be the sole responsibility of the Customer.

2.4 **Engineering Services**: The scope, deliverables, and timeline for Engineering Services shall be detailed in a separate Statement of Work. Unless agreed otherwise by the Company all IP

developed during the provision of Engineering Services shall be owned by the Company. Independent of the scope of rights granted to the Customer, the Company shall have the right in any case to use and apply the concepts and collected expertise forming the basis of the results and findings in subsequent developments and services, including the improvement and creation of the Company's products and services and use for other customers.

2.5 Prototypes and Evaluation Units: Any Hardware or Software provided for testing or evaluation purposes, including prototypes and pre-release versions ("Prototypes"), are provided "as-is" without warranty. Customer uses Prototypes at its own risk. The Company may request the return of such units at any time.

2.6 Subcontractors: Company has the right to have the services performed by third parties (including affiliates) as subcontractors.

3. Rights of Use and Software Licensing

3.1 General Grant: Upon payment of the applicable fees, the Company grants to Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software and Services for the term and purposes specified in the Agreement.

3.2 Software as a Product (Perpetual or Subscription License): The Company provides a Workstation License (Machine-Based), which authorizes use of the Software on exactly one uniquely identified local physical machine ("workstation"). Each license may only be used once at any point in time on the defined workstation or on one virtual machine on that workstation.

3.3 Software as a Service (SaaS): The right to use is limited to accessing the Service's functionalities via the internet during the subscription term. The Customer shall not receive a copy of the Software. The Company shall provide the necessary access credentials.

3.4 Hardware Lease: For any Hardware provided on a lease or free-of-charge evaluation basis, Customer is granted a temporary right to use the Hardware for the agreed purpose and duration. The Hardware remains the property of the Company at all times. Customer shall not sell, modify, or encumber the Hardware and must return it upon request or at the end of the term in good condition, subject to normal wear and tear.

3.5 Restrictions on Use: Customer shall not have any rights not explicitly granted to Customer under this Agreement. Accordingly, Customer shall not (and shall not permit any third party to):

(a) Reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code of the Software, except as permitted by mandatory law (e.g., Sec. 69e of the German Copyright Act);

(b) Modify, translate, or create derivative works based on the Products or Services; provided, however, that this restriction is not intended to prevent the Customer from configuring the Products or Services for its internal business purposes or from developing its own separate applications that interoperate with the Company's Products through a Company-provided API;

(c) Rent, lease, lend, sell, sublicense, or otherwise transfer rights to the Products or Services, unless expressly permitted on a case-by-case basis in a written agreement signed by the Company;

(d) Remove any proprietary notices or labels.

3.6 Open Source Software (OSS): The Products and Services may include the usage of free and open-source software and/or content, which is subject to specific license terms and conditions of a third party ("OSS"). Such OSS is provided without royalty or monetary compensation from the Customer. A list of OSS components included in or delivered as part of the Products and Services will be provided in the Documentation or otherwise communicated to

the Customer to the extent the respective licenses require such disclosure.

The Customer undertakes to observe and comply with all applicable OSS license terms and conditions and fulfill any duty imposed by such terms on the Customer. If stipulated within the framework of any applicable OSS license terms and conditions, reverse engineering of that specific OSS component shall be permitted to the extent necessary. This permission does not apply to any other component of the Products or Services.

Customer shall not use or combine any component of the Products or Services with OSS if the specific OSS used is subject to the so-called "copyleft" principle (e.g., GPL and similar) and such use or combination would cause any part of the Company's proprietary software to become subject to and/or have to be in compliance with those copyleft license terms (in particular, the disclosure of proprietary source code).

3.7 Permitted License Transfers: If the Company expressly agrees in writing to permit a transfer of a license, such transfer shall be conditional upon: (a) the Customer ensuring the complete deletion of the Software from its own systems (if applicable); (b) the designated third-party transferee agreeing in writing to be bound by the terms of this Agreement; and (c) the payment of any applicable transfer or service fees determined by the Company.

3.8 Rights to Work Results: For any work results such as concepts, reports, specifications, or diagrams created by the Company in the course of providing Engineering Services ("Work Results"), the Customer is hereby granted a non-exclusive, perpetual right to use such Work Results for the internal business purposes for which they were provided as defined in the relevant SOW. The Company retains ownership of all underlying Intellectual Property in such Work Results.

3.9 Suspension for Breach: If the Customer breaches the material provisions of the Agreement, the Company may, after providing the Customer with written notice, suspend the Customer's access to the Software or Services if the breach can be reasonably rectified by such suspension. The suspension shall be lifted promptly once the breach has been cured. This right of suspension is in addition to the Company's right to terminate this Agreement for cause as set forth in Article 7.

4. Engineering, Maintenance & Support Services

4.1 Precondition for Software Maintenance: The Customer shall only be entitled to the Software Maintenance services described in this Article if a specific Software Maintenance agreement with the Company for the respective Software license is in place and fully paid. Software Maintenance is provided for the latest official version of the licensed Software only. Support for previous versions requires a separate agreement.

4.2 Scope of Software Maintenance Services: Unless otherwise agreed in writing, Software Maintenance shall comprise the following services:

- (a) Delivery of generally available updates and new versions of the Software, which may include defect corrections, functional enhancements, and/or adaptations to technical frameworks;
- (b) Provision of information regarding restrictions, error correction, and/or error avoidance; and
- (c) Technical assistance for routine issues related to installation and use ("how-to" questions) and/or defects, provided via telephone or email during the Company's regular business hours.

4.3 Exclusions from Software Maintenance: Software Maintenance does not include support for:

- (a) The integration of the Software with, or any influence on, third-party products;
- (b) The design and development of applications by the Customer using the Software;

(c) The Customer's use of the Software in an operating environment other than that specified in the Documentation; or

(d) Problems and errors caused by products not delivered by the Company.

4.4 Software Maintenance Term: Unless otherwise agreed upon in the SOW or order, Software Maintenance will be provided for a period of one (1) year from the date of Software delivery if ordered in accordance with 4.1 and may be renewed upon mutual agreement and payment of the applicable renewal fee.

4.5 Lapse and Reinstatement of Software Maintenance: If the Customer does not renew the Software Maintenance term prior to its expiration, the Company shall have no further obligation to provide Software Maintenance. Should the Customer wish to reinstate a lapsed Software Maintenance agreement, the Company reserves the right, at its sole discretion, to: (a) refuse reinstatement, or (b) require the Customer to pay all maintenance fees that would have been due during the lapsed period ("Back-Maintenance Fees") in addition to the fee for the new maintenance term.

4.6 Hardware Repair: Repair services aim to remedy notified Hardware defects. The Company reserves the right to replace instead of repair, and to install the latest firmware version during repair. The statutory warranty period ("Gewährleistungsfrist") for repair services is 12 months from the date of return delivery of the repaired product to the Customer.

4.7 Acceptance of Engineering Services: Where services require acceptance, Customer shall test the deliverables and provide a written declaration of acceptance. Minor defects shall not entitle Customer to refuse acceptance. Acceptance shall be deemed given if the Customer fails to provide a written notice of material defects within 15 working days of delivery or if the Customer uses the deliverable in a production environment for more than 10 working days without reporting such material defect.

4.8 Service Level Agreement (SLA) for SaaS: Unless otherwise agreed in a separate SLA document which forms an annex to the Agreement, the following standard service level shall apply to any SaaS offering:

(a) **Availability:** The Company shall provide an availability of the SaaS application of 98.5% per annum, calculated at the internet hub of the Company's data center.

(b) **Exclusions:** Availability calculations exclude downtime resulting from: (i) planned maintenance work announced in advance, (ii) emergency maintenance, (iii) failures outside of the Company's reasonable control, including failures of the Customer's internet connection, or (iv) Customer's failure to adhere to system requirements.

(c) **Overriding Agreement:** Should the parties execute a separate, detailed SLA document, the terms of that SLA shall take precedence over this clause.

4.9 Change of Services: The Company is continuously improving its products and services and therefore reserves the right to adapt the Services to changed technical or legal conditions at any time. With regard to further developments or technical progress, such adaptation shall also be effective with regard to existing contractual relationships, provided the adaptations are reasonable to the Customer.

The Customer shall be notified of such changes by e-mail no later than thirty (30) calendar days before the planned effective date of the changes, insofar as the adaptation involves a perceptible restriction in the usability of the Services or other significant disadvantage. If the Customer does not object within thirty (30) days of receipt of the notification and continues to use the Services after expiry of the objection period, then the changes shall be deemed to have been effectively agreed as from the expiry date of the time limit. In the event of an objection, the contractual relationship shall be continued subject to the conditions applying hitherto. If an

objection is raised, the Company is entitled to terminate this contractual relationship subject to a thirty (30) day notice period without giving rise to any Customer claims. The Customer shall be advised of its right to object and of the consequences in the change notification.

5. Customer Obligations

5.1 Cooperation and Information: The Customer shall be obligated to fully inform the Company of any and all facts that lie within its sphere of responsibility and which are relevant for the successful performance of this Agreement. The Company shall not be obligated to verify data, information or other performances supplied by the Customer, with regard to completeness and correctness, unless such verification has been expressly agreed upon between the parties as being a contractual duty. In the event that information or documentation supplied by the Customer proves to be faulty, incomplete, ambiguous or objectively non-executable, the Customer shall immediately upon notification by the Company, effect the required corrections and/or amendments.

5.2 On-Site Support: If and to the extent that work or Services are performed on the Customer's premises, infrastructure such as required workstations, working materials, and tools shall be provided to the Company's personnel free of charge. In such cases, the Customer shall be responsible for taking care of all legal duties to maintain safety.

5.3 System Requirements: The Customer is responsible for creating and maintaining the necessary technical environment (e.g., hardware, operating systems, network connections) as specified in the Documentation.

5.4 Security: The Customer is responsible for all activities that occur under its accounts and for maintaining the confidentiality of its passwords and access credentials. If the Company provides initial passwords, the Customer shall change such passwords into new passwords known only to the Customer without undue delay. The Customer shall notify the Company without undue delay in case of any suspicion that unauthorized persons might have obtained knowledge of access data.

5.5 Validation: The Customer is solely responsible for the correct integration of the Company's products and shall validate them prior to any productive use.

5.6 Compliance Verification (Audit): The Company shall have the right to verify the Customer's contractually authorized use of the Software. The Customer undertakes to create, retain, and make available to the Company or its appointed auditors records and system data sufficient to provide auditable proof of contractually agreed use. In the event the audit reveals any use of the Software not in accordance with this Agreement, excluding any de minimis or minor, unintentional deviations that have been promptly remedied by the Customer upon notification, the Customer shall bear the reasonable costs of the audit in addition to any fees due for such unauthorized use.

5.7 Data Backup: The Customer is solely responsible for the security of its data. The Customer is obligated to perform regular backups of its data and to verify that such backups allow for the recovery of the data at all times.

5.8 Unlawful Customer Data: The Company is entitled to immediately block the Customer's use of any Service or storage space if there is a justified suspicion that the data stored or processed by the Customer is unlawful or infringes the rights of third parties. A justified suspicion exists in particular when courts, public authorities, or other third parties notify the Company of such potential infringement. The Company shall notify the Customer of the block, stating the reason therefor. The block shall be removed as soon as the suspicion has been

refuted.

5.9 Prohibited Activities: The Customer is not authorized to:

- (a) obtain access to non-public areas of the Services or the technical systems on which they are based;
- (b) utilize robots, spiders, scrapers, or other similar data collection or extraction tools, or utilize programs, algorithms, or methods to search, access, acquire, copy, or monitor the Services outside of the documented API endpoints;
- (c) knowingly send data containing viruses, worms, Trojans, or other infected or harmful components, or otherwise interfere with the proper functioning of the Services;
- (d) test, scan, or examine the vulnerability of the Services without prior written authorization from the Company; or
- (e) intentionally utilize any device, software, or routine which has a disruptive effect on the applications, functions, or usability of the Services, generates excessive load, or harmfully interferes with, fraudulently intercepts, or captures any data, system, or communication.

5.10 Company's right to termination: The Company is entitled to terminate this Agreement for cause with immediate effect if the Customer culpably and materially breaches its obligations under this Article 5 and fails to remedy such breach within a reasonable period of time set by the Company in a written notice. A notice with a grace period is not required if the breach is of such a serious nature that the Company cannot reasonably be expected to continue the contractual relationship, or if other special circumstances exist which, after weighing the interests of both parties, justify immediate termination.

6. Prices and Payment Terms

6.1 Prices & Taxes: Quoted prices are exclusive of any indirect taxes (like VAT, sales tax), duties, or levies. Such taxes shall be borne by the Customer.

6.2 Payment Term: All payments shall be made within 30 days of the invoice date without deduction.

6.3 Late Payment: In case of late payment, the Company is entitled to charge default interest at the statutory rate and/or suspend the provision of Services and deliveries until payment is received.

6.4 Price Adjustments Before Delivery: Company reserves the right to adjust prices appropriately in the event of demonstrable cost increases (e.g., materials, labor, it infrastructure costs, also of external providers) incurred after the contract has been entered into, provided more than four (4) months elapse between contract signing and delivery.

6.5 Withholding Tax: In case the remuneration for the Services or Products is subject to a withholding tax deduction according to the local laws of the country where the Customer has its seat, the Customer shall withhold such tax from the remunerations payable and remit it to the competent tax authorities. In case a reduction of or exemption from withholding tax is possible due to a double taxation treaty between the country where the Customer has its seat and the country where the Company has its seat, the parties shall cooperate to ensure that the application for such reduction or exemption is processed. The Customer is obligated to provide the Company with a valid withholding tax certificate for any tax withheld. If any taxes are withheld by the Customer which are not in accordance with the applicable double taxation agreement, or if no such agreement exists, the Customer shall pay such additional amounts as are necessary so that the net amount received by the Company is equal to the amount then due and payable under this Agreement. The Company will provide the Customer with such tax forms

as are reasonably requested in order to reduce or eliminate the amount of any withholding tax.

6.6 Economic Price Adjustments During Contract Term: If, during the term of a long-term contract, the costs for providing the services increase significantly (by more than 5 %) due to circumstances beyond the Company's control, (e.g., raw material costs, costs of electronic components, exchange rates, or labor costs) the Company is entitled to adjust the prices accordingly twice per calendar year upon 30 days written notice. The Customer has a right to terminate the agreement if the price increase exceeds 15% within a 12-month period.

7. Term and Termination

7.1 Term: The Agreement is entered into for an initial minimum term of twelve (12) months, commencing on the date specified in the order or statement of work. It shall automatically renew for successive periods of twelve (12) months each, unless terminated in writing by either Party at least three (3) months prior to the end of the then-current term.

7.2 Termination for Cause: Each party is entitled to terminate this Agreement with immediate effect for cause if:

(a) The other party commits a material breach and fails to remedy it within 30 days of written notice; or

(b) The other party becomes insolvent, enters into bankruptcy proceedings, suspends its payments, or makes an assignment for the benefit of its creditors.

7.3 Change of Control: Either party may terminate this Agreement with immediate effect upon written notice if the other party undergoes a Change of Control to a direct competitor of the terminating party. A "Change of Control" means any transaction or series of transactions whereby a third party acquires, directly or indirectly, more than 50% of the voting rights or assets of a party.

7.4 Effect of Termination: Upon termination, Customer shall cease using all Products and Services, and all rights of use shall expire. Customer shall pay all outstanding fees due. Each party shall return or destroy the other's Confidential Information.

7.5 Obligations Upon Termination: Upon termination of this Agreement, the following shall apply:

(a) **Data Retrieval and Deletion:** The Company shall, unless legally prohibited, delete all Customer Data from its systems thirty (30) days after the effective date of termination. The Customer is solely responsible for exporting and saving its Customer Data prior to such date. Upon request by the Customer, and for a separately agreed-upon fee, the Company will provide reasonable assistance to the Customer in this process.

(b) **Dis-engagement Support:** The Company shall, upon request by the Customer and for a separately agreed-upon fee, endeavor to provide reasonable support to facilitate the Customer's transition to another service provider. The details of such support shall be defined in a separate migration agreement.

8. Delivery, Transfer of Risk, and Title

8.1 Delivery Term (Incoterms): Unless otherwise agreed in the SOW or order, the following shall apply:

(a) Domestic and EU Deliveries: Delivery is FCA (Free Carrier) dispatch place at the delivering plant (Incoterms® 2020). Risk transfers to the Customer when the goods are handed over to the first carrier.

(b) Overseas and Non-EU Deliveries: Delivery is DAP (Delivered At Place) agreed destination

(Incoterms® 2020). Risk transfers to the Customer when the goods are made available at the destination, ready for unloading. The Customer is responsible for all import customs formalities, duties, and taxes in the destination country.

8.2 Delivery Dates: Delivery dates are estimates unless expressly agreed as binding in writing. The commencement of and adherence to agreed delivery dates is predicated upon the timely fulfillment of the Customer's cooperation obligations.

8.3 Delay: If the Company is in default with its delivery, the Customer shall declare upon the Company's request and within a reasonable period of time whether it insists upon performance or asserts its other statutory rights.

8.4 Default of Acceptance: If the Customer is in default of acceptance or culpably violates its collaboration duties, the Company has the right to demand compensation for the damage incurred, including additional expenditure.

8.5 Retention of Title: The Company retains title to all delivered Hardware until full payment of all claims arising from the business relationship has been received. The Customer shall store the goods separately, keep them in good condition, and is not entitled to sell, pledge, or process the goods subject to retention of title without the Company's prior written consent. If the Customer processes or resells the goods subject to retention of title in the ordinary course of business, it hereby assigns to the Company in advance all claims arising from such resale against its customers. The Company accepts this assignment. The Customer remains authorized to collect the debt.

9. Disposal of Hardware Products

9.1 Manufacturer Obligations for White-Label Products: In case of white-label products (which are sold and made available under the Customer's own brand name), the Customer shall be responsible for fulfilling all obligations of a manufacturer (including registration) in accordance with the applicable national implementation of the WEEE Directive 2012/19/EU in Germany (ElektroG) or any other concerned EU member state.

9.2 End-of-Life Disposal: Upon termination of use of any Hardware product delivered, the Customer shall assume the obligation to duly dispose of the same at its own cost and in accordance with governing statutory provisions. The Customer shall indemnify the Company from the obligation to redeem the hardware products and any third-party claims in connection with such obligation.

9.3 Packaging Disposal: The Customer shall be responsible for the disposal of transport packaging in accordance with statutory requirements.

10. Force Majeure

10.1 Definition and Effect: Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, epidemics, import/export restrictions and / or sanctions, labor disputes affecting the party or its suppliers, or interruptions of transport or communication networks.

10.2 Consequences: In case of Force Majeure, the Company's performance obligations are suspended. Delivery dates extend accordingly. If lasting more than six (6) months, either party may terminate the agreement.

11. Complaints and Defects (Warranty / "Gewährleistung")

11.1 Notification of Defects: Customer must notify the Company in writing of any recognizable defects within 10 working days after receipt of the goods. Hidden defects must be notified immediately upon discovery. The Customer may not refuse to take delivery on account of minor defects.

11.2 Warranty Period: The limitation period for defect claims ("Verjährungsfrist für Mängelansprüche") is 12 months from the date of delivery (for products) or acceptance (for services). This shall not apply where longer periods are prescribed by mandatory law (e.g., pursuant to Sec. 438 para 1 (2) or Sec. 634a of the German Civil Code (BGB)).

11.3 Subsequent Performance (Remedy / "Nacherfüllung"): In the event of a valid and timely notified defect claim, the Company shall, at its sole discretion, either (a) repair the defect ("Nachbesserung"), (b) deliver a defect-free replacement product or a new version of the Software ("Nachlieferung"), or (c) provide a workaround. The warranty claim for software shall be conditional upon the error being reproducible in the latest software version.

11.4 Exclusions from Warranty: No warranty is provided for defects arising from:

- (a) Normal wear and tear;
- (b) Improper use, handling, storage or assembly, non-compliance with installation or handling instructions, or excessive strain or use;
- (c) Force majeure, special external influences not foreseen under the terms of the contract, or use of the product in a manner not in accordance with normal use;
- (d) Modifications or repairs made by the Customer or a third party not authorized in writing by the Company;
- (e) Non-reproducible software errors.

11.5 Disclaimer for Free-of-Charge Offerings: Notwithstanding any other provision in this Agreement, for any Products or Services, including any Software or SaaS, that are provided to the Customer free of charge, for evaluation, or as a "beta" version, such Products or Services are provided "as-is" without any warranty and liability, express or implied. The Company does not warrant that the use of such free-of-charge offerings will be uninterrupted or error-free, and the Company shall have no obligation to provide any Support Services, updates, or availability guarantees for them.

12. Intellectual Property (IP)

12.1 IP Ownership: All rights, title, and interest in the Products and Services and any associated IP remain the exclusive property of the Company and/or its licensors. Customer is only granted the rights of use explicitly stated in this Agreement.

12.2 Improvement Rights and Feedback Usage: All improvements, enhancements, modifications or derivatives of the Products and Services that arise during the Agreement term shall become the exclusive property of the Company, regardless of who developed them. The Company is entitled to use any feedback, suggestions, or improvement ideas from the Customer without compensation and without restriction for the development of its products.

12.2 IP Infringement Liability (Indemnity):

(a) The Company shall not be liable for claims arising from an infringement of third-party IP rights if such IP rights are or were owned by the Customer or its affiliates. The Company shall not be liable for claims unless at least one IP right from the IP family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, United Kingdom, Austria, or the United States of America.

(b) The Customer shall notify the Company immediately of any (alleged) infringement of a third-party IP right. If a third party asserts a claim against the Customer, the Customer shall, at the Company's request and to the extent legally possible, allow the Company to conduct the defense measures and settlement negotiations.

(c) In the event of an infringement, the Company is entitled, at its own discretion, to: (i) obtain a right of use for the infringing product, (ii) modify the product so that it no longer infringes, or (iii) replace it with an equivalent, non-infringing product. If this is not possible under reasonable conditions, either party may have a right to terminate the agreement for the affected product.

(d) Claims by the Customer are excluded insofar as the Customer is responsible for the infringement, fails to support the Company in the defense, or if the infringement arises from use of the product in conjunction with a non-Company product or in a manner the Company could not foresee.

12.3 Use of Standards: The Products may make use or may require the use of Standards. Unless otherwise expressly agreed, licenses to use third-party IP rights that are essential to such Standards, and corresponding indemnifications for claims against Customer based on such third-party IP, are not part of the Company's deliverables. Customer may be required to obtain such licenses directly from the owners of these third-party IP rights directly. For the purpose of this Agreement, "Standards" shall mean technical specifications or functions (i) adopted by a standards organization (e.g., ETSI or IEEE), (ii) defined by research institutes, industrial companies or other market participants to ensure technical conformity or compatibility, or (iii) established by common practice in a particular technical field.

12.4 Performance Data and Ownership: The Company shall have the right to collect, use, and analyze technical, diagnostic, and usage data generated from the Customer's use of the Products and Services ("Performance Data"). The Customer agrees that the Company is the sole and exclusive owner of all rights, title, and interest in and to any Performance Data that has been aggregated and fully anonymized such that it does not identify the Customer or any natural person. The Company may use, exploit, and disclose such anonymized and aggregated data for any purpose without restriction. The Customer warrants that it has not made any agreements with third parties that would prevent the Company from exercising these rights.

13. Confidentiality

13.1 Confidential Information: Each party agrees to keep secret all business and technical information received from the other party that is marked as confidential or would reasonably be considered confidential ("Confidential Information"). This includes the terms and pricing under this Agreement.

13.2 Use: Confidential Information shall only be used for the purposes of this Agreement and not be disclosed to third parties without prior written consent, except to employees or subcontractors who have a need to know and are bound by similar confidentiality obligations.

13.3 Machine Processing and AI-Tools: By accessing or receiving the confidential information, Customer agrees not to upload, transmit, or otherwise input the Confidential Information into any tool, platform, or service including, but not limited to, artificial intelligence (AI) or machine learning (ML) tools or services, whether public or private. This prohibition applies unless such tool provider explicitly guarantees and operates under a legally binding "Zero Data Retention" policy and contractually prohibits the use of your uploaded data for model training, improvements, transfer to third parties, or any other non-agreed use of the data.

13.4 Exceptions: The obligation of confidentiality does not apply to information that is (a) publicly known through no fault of the receiving party, (b) already in the receiving party's possession without a duty of confidentiality, (c) rightfully received from a third party without a breach of any confidentiality obligation, or (d) required to be disclosed by law, provided the receiving party gives the disclosing party prior notice of such disclosure.

13.5 Reservation of Rights: The disclosure of Confidential Information by the Company shall not be construed as granting the Customer any license or rights to such information other than for the purposes expressly set forth in this Agreement. The Company expressly reserves all rights to its Confidential Information, including copyright and the right to file applications for industrial property rights such as patents, utility models, and other forms of intellectual property protection.

14. Liability

14.1 Unlimited Liability: The Company shall be liable without limitation for damages in cases of:

- (a) Willful misconduct or gross negligence;
- (b) Culpable injury to life, body, or health;
- (c) Claims under a mandatory product liability statute (e.g., German Product Liability Act);
- (d) The assumption of an explicit quality or durability guarantee.

14.2 Liability for Breach of Material Obligations: In the event of a simple negligent breach of a material contractual obligation (an obligation the fulfillment of which is essential for the proper execution of the contract and on which the Customer regularly relies), the Company's liability shall be limited to the foreseeable damage typical for this type of contract.

14.3 Overall Liability Cap: In all other cases of liability not covered by sections 14.1 and 14.2, the Company's liability for any loss or damage arising from or in connection with this Agreement shall be limited to the lesser of: (a) ten percent (10%) of the net value of the specific SOW or order under which the claim arises, or (b) a total aggregate amount of EUR 100,000.

14.4 Exclusion of Further Damages: To the extent permitted by law and not covered by sections 14.1 or 14.2, any liability for indirect or consequential damages, such as loss of profits, loss of goodwill, or loss of anticipated savings, is excluded.

14.5 Customer Data: The Company shall not be liable for the loss of Customer Data if the damage is due to the Customer's failure to perform regular data backups.

14.6 Scope: The foregoing limitations of liability shall also apply to the personal liability of the Company's employees, representatives, and agents.

15. Data Privacy

15.1 Compliance: The Parties shall comply with all applicable data protection laws (e.g., GDPR).

15.2 Data Processing Agreement (DPA): If the Company processes personal data on behalf of the Customer in the course of providing the Services, the parties shall enter into a separate Data Processing Agreement as required by law.

15.3 Customer Responsibility: Customer warrants that it is authorized to collect and provide any personal data to the Company and has obtained all necessary consents.

15.4 Liability Exclusions: The Company shall not be liable for data protection violations caused by the Customer, including unauthorized data transmission by the Customer, missing consent or legal bases, data protection violations within the Customer's organization.

15.5 Indemnification: Customer shall indemnify the Company against all third-party claims resulting from Customer's data protection violations.

16. Export Control

16.1 General: The Company's performance of this Agreement is conditional upon no impediments arising due to national or international foreign trade law, including embargos or other sanctions. The Customer undertakes to provide all information and documentation required for export and shipment. Delays due to export examinations or approval procedures shall render delivery dates inapplicable. If necessarily approvals are not granted, the contract shall be considered not concluded with respect to the parts affected.

16.2 Right to Terminate: The Company has the right to terminate the Agreement without notice if such termination is necessary to comply with national or international legal provisions. In such an event, the Customer is excluded from raising a claim for any damage or other rights on account of the termination.

16.3 Customer's Obligation: When passing on products delivered or services performed by the Company to third parties, the Customer must comply with the respectively applicable provisions of national and international (re-) export control law.

16.4 Specific Restrictions: In light of the events currently occurring in Ukraine, Company is taking certain precautionary measures to prevent that Company products are used in the Russian or Belarusian armed forces. Company expects that Customer (i) will not supply to the Russian Federation or to Belarus, directly or indirectly, the Company products that were supplied by Company or third parties and (ii) will inform Company without undue delay in the event that this assumption is not correct.

17. Governing Law and Jurisdiction

17.1 Governing Law: This Agreement shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the provisions of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

17.2 Jurisdiction: The exclusive place of jurisdiction for all disputes arising from this Agreement shall be Stuttgart, Germany. However, the Company is also entitled to sue the Customer at its registered office.

18. Miscellaneous

18.1 Changes and Entire Agreement: The Company may amend these General Terms and Conditions for existing contracts if this is necessary to adapt to changed legal or technical frameworks, to implement new security requirements, or to further develop its services, provided the Customer is not unreasonably disadvantaged. The Company will notify the Customer of the changes in text form at least six (6) weeks before they take effect. The Customer may object to the changes within four weeks of receiving the notification. If the Customer does not object, the changes shall be deemed accepted. The Company will specifically inform the Customer of this consequence in the notification. In the event of an objection, the contract continues under the previous conditions. The Company's right to terminate the contract remains unaffected.

Notwithstanding the foregoing, this Agreement, including all referenced quotations and orders, constitutes the entire understanding between the parties regarding the subject matter hereof.

Any amendments or supplements to this Agreement not covered by the process described above must be made in writing and signed by both parties to be effective.

18.2 Severability: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly effects the parties' original intent.

18.3 Supplier Reference: The Customer agrees that the Company may identify them as a customer and use its name and logo for marketing, sales, and promotional purposes. This use is permitted worldwide, in perpetuity, and free of charge across all media, including online and print materials, presentations, and public communications. The Company will endeavor to adhere to the Customer's branding guidelines, provided they have been made available to the Company. The Customer may revoke this consent with thirty (30) days' prior written notice for future use for good cause.