

General Terms and Conditions

for Provision of Development Services in the Area of Simulation

1. Scope

- (1) The contractual relationship shall be exclusively subject to our General Terms and Conditions. Contracts shall not be subject to any other conditions, even if such conditions are not explicitly excluded by us.
Our General Terms and Conditions shall apply even if we perform the contractual services without reservation and with knowledge of conflicting or deviating conditions.
- (2) The scope and nature of the services to be provided by the Contractor shall be specified in the service contract and/or the order confirmation.

2. General contract terms and conditions

- (1) The Contractor shall provide the contractually obligated services according to the Client's instructions and the state-of-the-art and – in addition to the contractual specifications – in accordance with existing technical regulations (DIN, ECE, etc.).
- (2) All documents and information belonging to the Client which the Contractor requires for proper provision of services shall be made available to the Contractor in a timely and complete manner.
- (3) Unless stipulated otherwise in the contract, the Contractor shall be free in the selection of the most expedient site for performance of the contractually obligated services.

3. Execution of orders at the Client's site

- (1) Where necessary in order to perform the contractual services, employees of the Contractor shall work in the Client's business and office premises, in consultation with the Client, during the customary working hours for the site, without such resulting in a personnel leasing relationship under the German Personnel Leasing Act (the 'AÜG'). In such cases, the Client shall make the relevant areas and/or worksites and the required work materials available to the Contractor free of charge.
- (2) In such cases, a project leader from the Contractor who is known to the Client before commencement of the work shall bear sole responsibility for monitoring the employees of the Contractor and their work as well as for adherence to Client's safety and factory regulations. The Client shall not be entitled to give the employees of the Contractor any instructions regarding the content, nature or timeframe of the services. The right to give instructions under labour law shall always be held by the Contractor. However, the Client shall in fact be entitled to monitor for contractual execution of the work.

- (3) Employees of the Contractor shall be obligated by the Contractor to observe and adhere to all safety and accident-prevention regulations and any other legal or other official provisions.
- (4) The Contractor shall use only properly qualified employees and shall submit their qualifications to the Client at the Client's earliest request.

Liability for defects

- (1) Within the warranty period, the Contractor shall correct defects in the service provided immediately after notification by the Client. The Client shall only be entitled to rescission of the contract (cancellation) or a mark-down in the price (reduction) after two failed attempts at correction on the part of the Contractor or after it has been objectively established that correction is not possible or if the Contractor has conclusively declined to provide a correction.
- (2) The Client shall not be entitled to cancel the contract if the defect is insignificant.
- (3) The Client shall not be granted any guarantees in the legal sense.
- (4) The liability of the Contractor and its representatives and agents of vicarious liability for failure to meet contractual obligations shall be restricted to cases of malicious intent and gross negligence unless indicated otherwise in the provisions below.
- (5) The Contractor shall be liable under the provisions of the law for failure to meet a material contractual obligation. In such cases however, liability for compensation for damages shall be limited to the typical foreseeable damage.
- (6) Where the Client is entitled to claim compensation for damages in lieu of performance, this compensation shall be limited to the typical damage.
- (7) Liability to due culpability for loss of life, bodily injury or damage to health shall remain in effect.

Joint and several liability

- (1) The limitations on liability set out in subsection 4 shall also apply – where legally permissible – to further claims for compensation for damages, regardless of their legal nature. This applies in particular to claims for compensation for damages due to default at the end of the agreement, other breach of obligation or tort claims.
- (2) If, due to circumstances attributed to the Contractor or its representatives, a third party lodges claims against the Client, then the Contractor shall immediately indemnify the Client against such claims as if the Contractor itself were liable to the third party.

4. Limitation

The limitation period for defect claims shall be one year and shall begin on acceptance.

Reduction of the limitation period shall not apply if the Contractor has acted with gross culpability or has caused loss of life, bodily harm or damage to health.

5. Confidentiality

The Contractor shall observe the utmost degree of secrecy with respect to third parties for all information it receives within the framework of its collaboration with the Client, including after termination of the contract. The Contractor shall impose a corresponding obligation on its employees and representatives involved in the performance of the contractual services.

6. Compensation

The nature of the calculation and/or the amount of compensation owed by the Client and its due date shall be indicated in the relevant service contract and/or order confirmation. All prices agreed to are net prices, to which the value-added tax applicable on the invoice date shall be applied. Invoices shall be payable within 30 days of receipt, without deductions from the payment.

7. Adjustment of the compensation

In the event of a change in the calculated costs for provision of contractually obligated services, the parties shall reach an agreement on an adjustment of the agreed compensation to the new situation if the term of the contract in question exceeds six months.

8. Contractor security interests

All data, documents and objects provided to the Client by the Contractor shall remain the property of the Contractor until payment in full of the agreed compensation. The Client shall inform the Contractor immediately of any measures – of whatever nature – that are capable of affecting the Contractor's entitlement to reservation of property rights.

The Contractor shall be subject to a contractor's lien on objects and documents that are the property of the Client and which are provided to the Contractor for the purposes of performance of the contract, according to the relevant provisions of the law and a right of retention.

9. Work result, findings & industrial property rights

(1) On payment of the agreed compensation, all rights, including property rights, to documents and models created by the Contractor and software created for the Client in connection with performance of the contract, including source codes, shall be transferred to the Client.

This shall apply to the rights to unlimited use of technical innovations and findings, for which compensation is only required where obligatory under the provisions of the law.

- (2) The Contractor shall ensure that the services it provides do not infringe on any third-party industrial property rights. If any third parties assert claims against the Client due to infringement of industrial property rights, then the Contractor shall indemnify the Client against said claims in full.

10. Non-solicitation clause

- (1) Neither party to the contract shall be permitted to offer employment to an employee allocated by the other contractual party during the term of the contract and for two years thereafter (non-solicitation clause). The non-solicitation clause shall apply to affiliated companies of the two parties. The parties shall vouch for the conduct of their affiliated companies. Other offers and agreements on the basis of which the employee's capacity for work can no longer be used to benefit the company of prior employment, but rather would be used in whole or in part to benefit the other party, shall be regarded as equivalent to an employment contract.
- (2) In the event of infringement, the contractual penalty shall be three months of gross pay calculated based on the employee's most recent monthly pay (in cases of variable pay, according to the last 12 complete calendar months). In cases of successful solicitation, the contractual penalty shall be doubled.

11. Final clause

- (1) Any deviating or additional agreements shall be made in writing.
- (2) This agreement is subject to German law. The court of jurisdiction for any and all disputes arising from the contractual relationship shall be that of Darmstadt, Germany.
- (3) Should any individual provision turn out to be unenforceable, this shall not affect the validity of the other provisions.