

## TTTech Auto Terms and Conditions for Consulting Services

The following TTTech Auto Terms & Conditions for Consulting Services (the “**T&C**”) of TTTech Auto GmbH, Vienna, Austria, FN 477693 s (“**TAAG**”) shall apply to all deliveries of and to all services provided by TAAG to the Customer regarding consulting and related services for the automotive industry, including any and all subsequent additional services or deliveries ordered, which shall be based on these T&C; however, the T&C might be amended by TAAG’s special terms and conditions (such as Software Product License Terms and Conditions ), which are then considered to be part of these T&C and which shall prevail with regard to any contradicting terms over these T&C.

THESE T&C SHALL OVERRIDE ANY CONTRADICTING OR ADDITIONAL TERMS CONTAINED IN OR REFERRED TO IN DOCUMENTS OR CORRESPONDENCE FROM CUSTOMER, INCLUDING IN PARTICULAR ANY GENERAL TERMS AND CONDITIONS OF CUSTOMER. ANY GENERAL TERMS AND CONDITIONS OF CUSTOMER SHALL NOT APPLY TO THIS AGREEMENT, EVEN IF REFERENCED IN A PURCHASE ORDER OR OTHER CUSTOMER DOCUMENT, UNLESS EXPRESSLY ACCEPTED BY TAAG IN WRITING.

### 1. Definitions

Any capitalized term used in this Agreement (including its Annexes) shall have the meaning set out herein below or as defined elsewhere in the Agreement:

<b>Affiliate</b>	means any entity that Controls, is Controlled by or is under common Control with a Party.
<b>Agreement</b>	means the contractual relationship between the Parties based on an Offer, a Purchase Order accepted by TAAG and these T&C.
<b>Background IPR</b>	means any IPR owned or controlled, licensed from third parties, conceived, authored, created or developed by either Party (a) before the Effective Date or (b) outside the scope of the Agreement.
<b>Confidential Information</b>	has the meaning set forth in section 14.2.
<b>Control</b> (or variants of it)	means the direct or indirect beneficial ownership of greater than fifty percent (>50%) of the shares of voting stock or equity interests to vote for the election of directors, or the power to direct or appoint the management, in another entity.

**Cooperation Responsibilities**

mean the responsibilities of Customer set out in section 7.

**Customer**

means the person or entity designated in an Offer who intends to or receives any Deliverables.

**Deliverables**

means all Work Products and Services.

**Effective Date**

means the date the Purchase Order is accepted by TAAG, or an earlier date if expressly specified as such in an Offer.

**Feedback**

has the meaning set forth in section 13.1.

**Force Majeure**

means all events which are beyond the control of the Parties, and which are unforeseen, unavoidable or insurmountable, and which were not known at the formation of the Agreement, and which prevent total or partial performance by either Party, including earthquakes, typhoons, flood, war, epidemics, civil disturbances, and any other event which neither can be foreseen, prevented nor controlled.

**Foreground IPR**

shall have the meaning set forth in section 11.2.

**Intellectual Property Rights or IPR**

means any and all intellectual property rights anywhere in the world, whether or not registered or granted, including any applications therefore, including any patent rights, patent application rights, copyrights, design rights, rights in inventions, rights in utility models, intellectual property rights in semiconductors, topographies and mask words, Confidential Information, know-how, trade secrets, business secrets, database rights, test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data records, service descriptions, documentation, and programs, all moral and economic rights of authors and inventors, all rights of whatsoever nature in computer software and data and all intangible rights and privileges of a nature similar or allied to any of the foregoing. IPR shall, however, exclude trademarks and trade names.

**Offer**

means a legally binding offer issued by TAAG to Customer relating to Deliverables and/or Services, always including all its annexes and referenced supporting documents.

**Parties**

means TAAG and Customer collectively, and "**Party**" means either of them.

<b>Personal Data</b>	means any information relating to an identified or identifiable natural person.
<b>Purchase Order</b> or <b>PO</b>	means a legally binding purchase order issued by Customer.
<b>Services</b>	means any services offered by TAAG to Customer in an Offer and/or performed by TAAG to Customer under the Agreement, such as for example consulting, performance of analysis of Customer's vehicle architecture, analysis of hard- or software, the identification of potential automotive safety or security risks, and the preparation of corresponding reports and presentations.
<b>T&amp;C</b>	means these TTTech Auto Terms & Conditions for Consulting Services.
<b>TAAG IPR</b>	means (i) any Background IPR of TAAG embodied in the Work Products and (ii) any Foreground IPR.
<b>Third Party</b>	means with respect to a Party, any person or entity that is not an Affiliate of such Party.
<b>Warranty Period</b>	shall have the meaning set forth in section 5.4.
<b>Work Products</b>	means any reports, presentations, recommendations, test or other results or products, whether written or oral, resulting from the performance of the Services.

## 2. Offer and Order of Precedence

- 2.1. Any Offer can only be accepted by Customer through a Purchase Order within ten (10) days from the day of receipt of the Offer, unless the Offer defines a different validity period. The Purchase Order shall not include conditions or amendments to any of the commercial, legal or other terms expressed in the Offer. Any Purchase Order deviating from the Offer or an acceptance of an Offer later than the acceptance date shall be regarded as a counteroffer by Customer, which only becomes binding upon written confirmation by TAAG. Any general terms and conditions of the Customer referenced in a counteroffer shall not be applicable.
- 2.2. If a conflict exists between these T&C and an Offer, the Offer (including any annexes to the Offer) shall prevail.
- 2.3. All rights granted to Customer under this Agreement (incl., but not limited to, all rights under warranties) are contingent upon Customer's full and timely payment of all TAAG invoices as well as full and timely fulfilment of all Customer

Cooperation Responsibilities. All services, dates and prices mentioned in any Offer are based on the assumption that the PO is placed on time, that Customer is fulfilling all Customer Cooperation Responsibilities and is providing its active participation and contributions/provisions free of charge, on schedule and according to requirements.

### 3. Types of Deliverables

- 3.1. The type and scope of the Deliverables to be provided are defined in the corresponding Offer, and any accompanying technical specifications. Any other specifications issued by TAAG that are not part of the Offer do not define the scope of Deliverables unless they are expressly designated as such by TAAG. TAAG is not bound by any marketing materials, www-appearance, catalogue, documentations etc. submitted to Customer (drawings, specifications, samples, etc.).
- 3.2. All Services rendered hereunder qualify as service contracts ("Dienstvertrag"), as specified by para 1151 and 1153 et seq Austrian Civil Code (ABGB). Unless expressly agreed otherwise, all Work Products are ancillary results to the Services only and do not alter the legal qualification of the Deliverables owed by TAAG. TAAG does not hereunder provide products or services under contracts with defined outcomes ("Werkvertrag"), as outlined in para 1151 and 1165 et seq ABGB, unless specifically agreed in writing. This remains applicable even if the Parties have signed an acceptance protocol, time sheet, or any other document confirming the completion or delivery of individual Services or Work Products.
- 3.3. The Parties are independent contractors, and neither party is authorized to act on behalf of the other or to bind the other to any third party. Neither these T&C nor the Offers establish any relationship of agency, partnership, or joint venture.

### 4. Fees and Payment Terms

- 4.1. Unless agreed otherwise in writing any estimate of cost given by TAAG shall be non-binding.
- 4.2. All fees and amounts payable by Customer to TAAG are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax only (collectively "**VAT**"). If the transactions as described in the Agreement are subject to any applicable VAT, TAAG will provide its Customer with an invoice which specifically states this VAT. Provided TAAG has stated VAT (as identified above) on an invoice Customer will pay to TAAG the VAT properly chargeable in respect of that payment. TAAG will not invoice or otherwise attempt

to collect from Customer any taxes with respect to which Customer has provided TAAG with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence reasonably acceptable to TAAG, that the taxes do not apply.

If Customer is required by law to withhold and remit tax relating to a purchase under the Agreement, Customer will transmit to TAAG official tax receipts or other evidence issued by the tax or other government authorities sufficient to enable TAAG to support a claim for tax credit or refund in respect to the withheld taxes paid by Customer.

If Services are rendered to Customers situated in Mainland China, this section 4.2 shall be superseded and replaced by the provision set out in Appendix A.

- 4.3. Unless expressly set out otherwise in an Offer, all fees for Services are calculated on a time-and-materials basis. The smallest unit of time for the calculation of fees is one hour. Times will be rounded up to nearest unit of one hour. A rate for each unit of one hour may be stated in an Offer.
- 4.4. The hourly rates and all other recurring fees for Deliverables are subject to annual adjustments based on the Consumer Price Index published by Statistics Austria (index basis: annual CPI 2020=100). The adjustment shall be calculated by comparing the annual CPI for the calendar year preceding the calendar year in which the corresponding Offer is issued with the annual CPI for the calendar year preceding the date of adjustment. The adjusted fees will be effective from the anniversary of the Offer conclusion and apply until the next annual adjustment. If the consumer price index of Statistics Austria is no longer published, the officially determined successor index shall take its place for adjustments under this section 4.4.
- 4.5. When fixed prices are agreed upon for Deliverables, they are contingent on the requirements and assumptions which TAAG has utilized for planning, allowing the execution and provision of Deliverables at the agreed price. Additionally, fixed prices are conditional upon the fulfilment of Customer's obligations set out in section 2.3. If changes to the requirements or assumptions on which an Offer is based or failure to fulfil all obligations set out in section 2.3 render fixed-price service delivery infeasible, TAAG will promptly notify Customer. In this situation, both parties will negotiate a new fee. If an agreement cannot be reached, TAAG has the right to terminate the corresponding Agreement according to section 10.4. Services already rendered will be billed on a time and materials basis, according to the hourly rate applicable at that time.

- 4.6. Overhead charges, hours of travel, travelling and hotel expenses, and other related costs incurred by TAAG in performance of Services may be charged separately to the Customer, unless agreed otherwise in writing explicitly.
- 4.7. Payment shall be due within thirty (30) days upon receipt of TAAG's invoice, irrespective of the time of delivery, without any deductions, in the agreed currency, free to TAAG's accounts. Customer is not entitled to a monetary offset of counter claims, or the retention of payments in case of disputes over TAAG's performance or any other claims.

## 5. Warranty

- 5.1. No warranty for timely delivery: Unless expressly agreed as fixed dates, all delivery dates in Offers shall be non-binding indications. TAAG shall use its best efforts to adhere to any agreed upon schedule or timetable. Customer failing to fulfil the Cooperation Responsibilities, Force Majeure and other obstructions beyond TAAG's control, shall in any case extend any agreed schedule or timetable, including fixed dates.
- 5.2. TAAG warrants that its personnel providing Services are suitable to perform their assigned tasks effectively. This warranty encompasses the following:
- (i) Each of TAAG's personnel possesses the proper skill, training, and background necessary to accomplish their assigned tasks in a competent and professional manner.
  - (ii) TAAG will assign personnel to projects based on their relevant expertise and experience in the specific area, ensuring a high standard of service quality.
  - (iii) In the event that TAAG identifies any personnel performance issues that may impact the quality of Services provided, TAAG will take appropriate action to address and remedy such issues promptly.
- 5.3. Notwithstanding the above warranty, TAAG does not warrant specific outcomes or results from its Deliverables, as the effectiveness and success of the Deliverables are dependent on factors beyond TAAG's control, including, but not limited to, Customer's hard- and software infrastructure, third-party products or services, and Customer's cooperation and implementation of recommendations. Customer alone is responsible for management decisions in connection with the Deliverables and for deciding to what extent the Deliverables are suitable for its purposes.

- 5.4. The warranty period is six (6) months from the date of the performance of the corresponding Service or the delivery of the corresponding Work Product ("**Warranty Period**").
- 5.5. If Deliverables were provided in violation of section 5.2, Customer's sole remedy shall be that TAAG shall within a reasonable period of time of at least three (3) months from the time of a written warranty claim notification from Customer, at TAAG's discretion, either rectify errors in the Deliverable or re-perform the Services concerned, or offer a price reduction for the Deliverables provided.
- 5.6. Except as provided for otherwise in this section 5., TAAG provides any Deliverables "as is" and hereby disclaims all warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose, accuracy or completeness or of results for the Deliverables to the extent permitted by applicable law. The entire risk as to the quality, use or performance of the Deliverables remains with Customer to the maximum extent permitted by applicable law.
- 5.7. TAAG has no obligation, other than the above limited warranty obligations, to maintain, update or upgrade any Deliverables except as may be specifically agreed in writing by TAAG in a separate agreement.
- 5.8. TAAG expressly excludes an update obligation pursuant to § 7 VGG (Austrian Consumer Warranty Law).

## 6. Limited Liability

- 6.1. Any liability of TAAG is limited to damages caused by TAAG deliberately or by gross negligence, for fraudulent concealment of defects, claims under the Austrian Product Liability Act, personal injury and for injury to life or health.
- 6.2. THE MAXIMUM AGGREGATE LIABILITY OF TAAG TO CUSTOMER (INCLUDING CUSTOMER'S CUSTOMERS, EMPLOYEES AND ADVISORS) OR, AS THE CASE MAY BE ANY BENEFICIARY OF THE DELIVERABLES FOR ANY AND ALL CLAIMS ARISING UNDER OR RELATED TO THE DELIVERABLES OR ANY OFFER BEING SUBJECT TO THESE T&C (INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, INDEMNIFICATION CLAIMS OR TORT CLAIMS) SHALL – TO THE EXTENT PERMITTED BY APPLICABLE LAW – BE LIMITED TO THE ACTUAL DAMAGE (THEREFORE NOT INCLUDING CONSEQUENTIAL DAMAGES, LOST PROFITS OR PECUNIARY LOSSES, PRODUCTION DOWNTIMES, BUSINESS INTERRUPTIONS) AND IN THE AGGREGATE NOT EXCEED THE HIGHER OF EUR 100,000 OR THE CONTRACT VALUE RELATING TO THE RESPECTIVE OFFER. CLAIMS FOR

DAMAGES DUE TO FAILURE TO FULFIL, OR DELAYED FULFILMENTS, OR CLAIMS CAUSED BY TAAG'S SLIGHT NEGLIGENCE ARE EXCLUDED. ANY LIABILITY FOR LOSS OF DATA IS EXCLUDED.

- 6.3. All Customer's claims for damages or indemnification will be time-barred if no court action is brought after twelve (12) months unless a shorter limitation period was agreed. This limitation period starts with the end of the month in which the claim arose, and Customer received knowledge of the circumstances justifying the claim and the liability of TAAG or could have become aware of these circumstances without negligence.

## **7. Customer Cooperation Responsibilities**

- 7.1. Customer shall provide, at his own account and risk, all the resources required to ensure TAAG can duly fulfil its contract obligations. In particular, without limitation, Customer must ensure the following:

- (i) TAAG is timely provided with access to all relevant information, in particular in the correct form as requested by TAAG. This includes, without limitation, providing the information on technology and on project organization required for the Services (e. g. without limitation, hardware and operating systems, standard software deployed, organizational plans) and, where necessary, making available the hardware and/or software (including documentation) for which the Service is to be provided.
- (ii) Where necessary for the performance of Services, TAAG is granted access to Customer's premises, including servers and systems environment, for the duration necessary to perform the Services.
- (iii) Where access to external providers is required, TAAG is provided written permission, granting TAAG such access.
- (iv) CUSTOMER HEREBY EXPRESSLY INDEMNIFIES TAAG AGAINST ALL AND ANY CLAIMS FOR DAMAGES, AND ANY OTHER CLAIMS, ARISING FROM ACCESS ON THE PART OF TAAG WITHIN THE SCOPE OF PERFORMANCE OF SERVICES, IN PARTICULAR, WITHOUT LIMITATION, ACCESS TO EXTERNAL PROVIDERS.
- (v) Properly skilled and qualified employees or subcontractors of Customer that are familiar with relevant Customer's information and resources are available to TAAG during normal business hours.

- (vi) Where TAAG submits reports, recommendations, analyses, test results, or similar documents or oral statements, to Customer, Customer must check these before implementation or other use to ensure compatibility with his systems, and if necessary, draw TAAG's attention to existing or potential problems.
- 7.2. Whenever TAAG staff is working at Customer's site, Customer is responsible and shall pay for the compliance with all health and safety regulations and public law qualifications necessary.
- 7.3. Customer shall be responsible for compliance with all applicable national and foreign legislation and regulations in the area of protection of privacy and Personal Data including where the Customer provides TAAG with – or puts at TAAG's disposal – Personal Data of its personnel, its customers or other third parties, even if such Personal Data originates from third parties or is provided to TAAG or put at TAAG's disposal by third parties at Customer's request.

## **8. Enticement of Employees**

- 8.1. During the term of an Offer and for twelve (12) months after its termination the Parties will refrain from actively enticing away and/or having enticed away employees of the other Party, who provided Services under the Agreement.
- 8.2. In the event that either Party breaches the provisions of section 8.1 by actively enticing away or having enticed away an employee of the other Party, the breaching Party shall pay the non-breaching Party damages equivalent to eighteen (18) months of the enticed employee's most recent salary. The payment of these damages shall be due within thirty (30) days of the date the non-breaching Party provides written notice to the breaching Party regarding the breach. The Parties acknowledge and agree that these damages represent a genuine pre-estimate of the non-breaching Party's damages resulting from the loss of the employee. The payment of this penalty shall be without prejudice to the non-breaching Party's right to seek further remedies as may be available under applicable law.

## **9. Transfer of Ownership of Work Products and Retention of Title**

- 9.1. Work Products remain in TAAG's property until all TAAG's claims, including payment of all additional charges, have been satisfied in full.
- 9.2. In the event of Customer's defaulting on payment, TAAG reserves – under preservation of the purchase contract – the right to remove the Work Products

which are still subject to TAAG's retention of title and to impose all related costs on Customer.

## 10. Term and Termination

10.1. The Agreement shall become effective as of the Effective Date and shall remain in force until six (6) months from the date TAAG has provided the last Deliverable hereunder or until terminated under the provisions of this section 10.

10.2. Either Party may at any time terminate the Agreement immediately for cause by written notice to the other Party if the other Party

- (i) ceases to do business or terminates its business operations relevant to the Services;
- (ii) breaches any material term or condition of the Agreement and fails to cure the breach within reasonable time, but maximum within sixty (60) days, after receiving the other Party's written notice of such breach; for the avoidance of doubt, any unauthorized use by Customer of TAAG IPR or the Work Products exceeding the license scope or any breach of confidentiality obligation shall be deemed a material breach incapable of remedy; or
- (iii) becomes insolvent or seeks protection under any bankruptcy or liquidation or similar proceedings.

10.3. TAAG may also terminate the Agreement or any Offer for convenience at any time by giving three (3) months' written notice to Customer.

10.4. TAAG may also terminate the Agreement or any Offer with immediate effect by giving written notice to Customer for the following reasons:

- (i) if it should emerge that Customer's economic or financial position is stated to be unfavourable by any society for creditor protection;
- (ii) the initiation of bankruptcy proceedings over Customer; the provisions of para 25b of the Austrian Insolvency Act remain unaffected hereby;
- (iii) if Customer in spite of repeated request does not fulfil the Cooperation Responsibilities, e.g. if necessary technical details are not provided;
- (iv) in case that no agreement can be found with regards to new fees in connection with changed requirements or assumptions as per section 4.5 by the Customer within fourteen (14) days; or

(v) if Customer suspends any of its payment obligations under the Agreement.

10.5. Expiration or termination of this Agreement shall not relieve the Parties of any liability hereunder that accrued, arose during or relates to, any period prior to such termination, nor preclude any Party from pursuing all rights and remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement prior to such termination, nor prejudice any Party's right to obtain performance of any obligation hereunder that accrued, arose during or relates to, any period prior to such termination. The remedies provided in this section 10 are not exclusive of any other remedies a Party may have in law or equity (each Party understands that nothing in this sentence shall limit the scope or application of any limitations on those remedies that may be expressly set forth elsewhere in this Agreement).

10.6. The provisions of sections 1 (Definitions), 5 (Warranty), 6 (Limited Liability), 8 (Enticement of Employees), 11 (Intellectual Property), 12 (Licenses), 14 (Confidentiality), and 17 (Applicable Law and Arbitration Clause) shall survive the termination of the Agreement.

## 11. Intellectual Property

11.1. Nothing in these T&C shall change or transfer the ownership rights of TAAG and Customer regarding any Party's Background IPR, except for the rights explicitly granted herein.

11.2. Any and all new IPR created, developed or arising under or within the scope of the Agreement, by either Party, whether jointly or separately, or by an Affiliate of a Party or by a third party on behalf of a Party in case the respective third party has been subcontracted by that Party ("**Foreground IPR**") shall vest solely in TAAG. It is the Parties' intention to exclude any joint ownership of Foreground IPR.

11.3. For the avoidance of doubt, TAAG shall have the unrestricted right to use all Foreground IPR, including for the provision of services to, and other projects for other customers or third parties, provided that any use of such Foreground IPR does not involve the disclosure of any Customer's Confidential Information.

11.4. Customer shall not remove or alter any copyright, patent or other notices, proprietary legends or restrictions as TAAG may include on the Work Products and shall maintain and place on any copy of the Work Products all such copyright, patent or other notices as are authorized and/or required by TAAG. Any such copy will in all respects be subject to the provisions of these T&C.

## 12. License

12.1. Subject to the payment of all TAAG's fees under the respective Offer, Customer is granted a world-wide, non-transferable, non-exclusive and non-assignable license to use, reproduce, and display TAAG IPR for Customer's internal business purposes, including for the development and enhancement of Customer's processes and products. Unless specified otherwise in the respective Offer, the following restrictions apply to any license to TAAG IPR:

- (i) Duration: Unless set out otherwise in an Offer, the licenses to TAAG IPR shall be valid for an indefinite period, subject to TAAG's right to revoke this license in case of a breach by Customer of the license terms set forth in this section 12.
- (ii) Extent: The license shall be limited to the specific project or purpose for which the TAAG IPR was provided, as detailed in the respective Offer. Any additional use, including the direct commercialisation of TAAG IPR, or use in other projects or for other purposes, shall require the prior written consent of TAAG.
- (iii) Editing Restrictions: Customer shall not modify, alter, or create derivative works based on the TAAG IPR without the prior written consent of TAAG.
- (iv) Personal license: Unless set out otherwise in an Offer, Customer is not entitled to publish, disseminate, distribute the Work Products or parts thereof or to hand them over to third parties.

12.2. Customer guarantees not to misuse any of TAAG's trademarks and signs. Customer will only use signs and/or trademarks with reasonable distinction from TAAG's trademarks and signs.

## 13. Feedback

13.1. In the course of the Agreement, Customer may provide to TAAG comments or suggestions regarding the Deliverables. With respect to such comments or suggestions, improvements or enhancements of (a) the Deliverables or (b) TAAG products or processes or any Customer-prepared derivatives of TAAG products, (collectively, "**Feedback**"), Customer grants to TAAG a non-exclusive, irrevocable, worldwide, royalty-free license, with the right to sublicense to TAAG's licensees and customers, under all of Customer's Intellectual Property Rights, the rights to use and disclose the Feedback in any manner TAAG chooses and to display, perform, copy, make, have made, use, sell, offer to sell, import, and otherwise

dispose of TAAG's and its sublicensee's products embodying such Feedback in any manner and via any media TAAG chooses, without reference.

- 13.2. Unless agreed otherwise in writing, there is no obligation for Customer to provide any Feedback, and any Feedback of Customer is provided "as-is" without any warranty of any kind.

## 14. Confidentiality

- 14.1. Precedence of NDA Agreement: In the event that a separate Non-Disclosure Agreement (NDA) has been executed by both Parties, the terms and conditions of that NDA shall take precedence over the provisions of this section 14, to the extent that there is any inconsistency or conflict between the NDA and this section 14.

- 14.2. "**Confidential Information**" means any non-public business or technical information disclosed under the Agreement by one Party or any of its Affiliates ("**Disclosing Party**") to the other Party or any of its Affiliates ("**Receiving Party**") that (a) has been identified or otherwise designated to show (expressly or by necessary implication) that it is confidential or proprietary to the Disclosing Party or (b) should reasonably be understood by the Receiving Party to be confidential to the Disclosing Party. Confidential Information includes any and all non-public technical and business information, whether written, oral, electronic or graphic, that representatives of any Party may disclose or reveal to another Party, including but not limited to business plans; present and proposed products; technical data; specifications; documentation; rules and procedures; contracts; presentations; know-how; product plans; business methods; product functionality; services; data; customers; markets; competitive analysis; databases; formats; methodologies; applications; developments; inventions; processes; payment, delivery and inspection procedures; designs; drawings; algorithms, formulas; information related to engineering, marketing, or finance; trade secrets; and information regarding customers and suppliers, founders, employees and Affiliates.

- 14.3. Each Party agrees that all Confidential Information provided by the Disclosing Party is the confidential and proprietary information of the Disclosing Party. Except as specifically provided elsewhere in this Agreement, the Receiving Party shall not use the Confidential Information of the Disclosing Party other than for the purposes of fulfilling its obligations under this Agreement, and shall disclose the same only on a need-to-know basis to those of its and its Affiliates' employees, and contractors who are subject to written confidentiality agreements with terms no less stringent than those provided in this Agreement. Each Party shall diligently enforce such confidentiality agreements with its employees and contractors and

shall be responsible for any breach of that Party's confidentiality obligations under this Agreement by its employees and contractors. Each Party also may provide a copy of this Agreement to the Party's (a) public accounting firm in connection with calendar quarter and annual financial or tax audits, and (b) outside legal advisors in connection with obtaining legal advice relating to this Agreement, the relationship established by this Agreement or any related matters. Other than as provided by the foregoing, the Receiving Party shall not disclose the Disclosing Party's Confidential Information to Third Parties. Each Party shall use at least the same procedures and degree of care that it uses to prevent the disclosure of its own Confidential Information, but in no event less than a reasonable standard of care. The Parties' confidentiality obligations under this Agreement shall survive the termination or expiration of this Agreement, for a period of ten (10) years following the termination or expiration of this Agreement.

- 14.4. The Parties' confidentiality obligations under this Agreement will not apply to any information that (a) the Receiving Party can document is or becomes generally known to the public without fault of the Receiving Party, (b) the Receiving Party can show by written documentation was in its possession without any obligation of confidentiality prior to receipt thereof from the Disclosing Party, (c) was or is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party, or (d) was or is rightfully obtained by the Receiving Party from a Third Party without any obligation of confidentiality to Disclosing Party.
- 14.5. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of Disclosing Party if legally required to do so by judicial or governmental order or in a judicial or governmental proceeding; provided that the Receiving Party shall, to the extent allowed by applicable law, (a) give the Disclosing Party reasonable notice of such required disclosure prior to disclosure, (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order with respect thereto, and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically required.
- 14.6. The Parties acknowledge that the relationship created by this Agreement and the terms of this Agreement are Confidential Information of the Parties and that written approval will be obtained from the other Party if a Party wishes to make any disclosure relating to the terms of this Agreement to a Third Party (except as permitted herein).
- 14.7. Upon termination of this Agreement, and except as is required to exercise any rights expressly granted under this Agreement, each Party and its Affiliates agrees

to return all Confidential Information (including tangible products or materials) received by the Receiving Party from the Disclosing Party, at the request of the Disclosing Party, provided, however, that the Receiving Party may retain one (1) secure archival copy of any Confidential Information received in writing from another Party for record purposes to determine its ongoing confidentiality obligations under this Agreement, and the Receiving Party will be allowed to keep any copies made as part of its normal backup procedures and that would not be commercially practicable to destroy; provided that any such copies remain subject to the confidentiality obligations set forth in this section 14.

14.8. Each Party shall have the sole discretion to decide whether and to what extent, if any, to share its Confidential Information with the other Party. Neither Party shall have any express or implied obligation to share any of its Confidential Information or Background IPR with the other Party unless expressly provided herein.

## 15. Customer Reference

15.1. Unless Customer expressly objects in writing (e-mail sufficient), TAAG is entitled to name the Customer as a reference customer. The Customer may at any time revoke such consent by way of a written notice. In the event of revocation, TAAG remains entitled to use up advertising material already produced. This right granted to TAAG shall take precedence over respective restrictions set forth in a non-disclosure agreement or similar agreement signed previously between TAAG and Customer.

15.2. The naming as a reference customer may take place in the sales process (e.g. in offers or presentations for potential customers) and online on the corporate website as well as any social media channels (incl. LinkedIn) of TAAG; this may include the display of (i) the company logo and the company name, as well as (ii) a brief description of the specific project, whereas (ii) is only admissible after consent has been given by the Customer. For the purpose of using the logo and name, the Customer grants TAAG a non-exclusive, non-transferable right of use, unlimited in time and space, with regard to the name and trademark rights required for this purpose.

## 16. Compliance with Laws, Export Control

16.1. Each Party represents that it is duly authorized to enter into this Agreement and will comply with all applicable laws and regulations, including, but not limited to all export and import controls or restrictions, prohibited party lists, catch-all regulations, sanctions and embargoes.

16.2. If the delivery of Products, Services or technology (collectively, “**Items**”) under this Agreement is subject to the granting of an export or import license by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, TAAG may suspend its obligations and Customer's rights regarding delivery until the appropriate license is granted or for the duration of the restriction or prohibition, respectively, and TAAG may even terminate any Agreement related to Items, without incurring any liability towards Customer.

16.3. If an end-user statement is required, TAAG will inform Customer immediately and Customer will provide TAAG with required documentation upon TAAG's written request. Customer will inform TAAG immediately if an import license is required, and Customer will provide TAAG with the applicable document as soon as it is available. By accepting TAAG's Offer, entering into an Agreement or accepting any Items, Customer agrees that it will not deal with the Items or documentation related thereto in violation of any applicable export or import control laws and regulations.

#### 16.4. Prohibition of Export to Russian Federation

16.4.1. With respect to any sale or license that falls under the scope of Article 12g, 12ga of Council Regulation (EU) No 833/2014, or Council Regulation (EU) No 765/2006 (as the case requires), Customer shall not (a) sell, export or re-export, directly or indirectly any item, and (b) will not sell, license or sublicense any intellectual property rights or trade secrets, to the Russian Federation or Belarus, or for use in the Russian Federation or Belarus.

16.4.2. Customer shall ensure that the purpose of section 16.4.1 is not frustrated by any third parties further down the commercial chain, including by either resellers, sublicensees, or both.

16.4.3. Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by either resellers, sublicensees, or both that would frustrate the purpose of section 16.4.1.

16.4.4. Any violation of sections 16.4.1, 16.4.2 or 16.4.3 shall constitute a material breach of this Agreement, and TAAG shall be entitled to seek appropriate remedies, including, but not limited to (i) termination of this Agreement, and (ii) suspension of any of its business relationships with Customer, its affiliates or both, until the breach of section 16.4.1 above is remedied and (iii) a plan to remedy the breach.

16.4.5. Customer shall immediately inform TAAG about any problems in applying sections 16.4.1, 16.4.2 or 16.4.3, including any relevant activities by Third Parties that could frustrate the purpose of section 16.4.1,. The Customer shall make available to TAAG all information concerning compliance with the obligations under sections 16.4.1, 16.4.2 or 16.4.3 within two weeks of the request for information.”

## 17. Applicable Law and Arbitration Clause

17.1. Any disputes including the issue of the valid conclusion of a contract and its pre- and post-contractual effects shall exclusively be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Products and any other (international) provisions that displace substantive Austrian law shall not apply.

17.2. All disputes arising out of or in connection with this Agreement, including disputes relating to its validity, breach, termination or nullity, shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed in accordance with the said Rules; arbitration shall be conducted in Vienna, Austria, and the language of arbitration shall be English; arbitration award shall be final and binding on both parties.

17.3. However, in case of claims whose value does not exceed Euro one hundred thousand (EUR 100.000,-), each Party shall, in its sole discretion and contrary to section 17.2 above, have the right to bring proceedings against the other Party at the competent court for 1010, Vienna, Austria. Notwithstanding the foregoing, either Party may apply to any court of competent jurisdiction for an injunction or other interim relief in support of arbitration and no such application will be deemed incompatible with or a waiver of the terms of these T&C.

## 18. Notices

Any and all notices required or permitted to be made under the Agreement shall be in writing and delivered in person, by courier, by registered mail, or by e-mail, with the proper postage affixed, always to the attention of the respective Party's designated project manager or contact person. For TAAG, the designated contact person shall be the project manager as set out in the Offer. All such notices shall be effective upon confirmed receipt, whereas notices sent by e-mail shall be deemed effective upon receipt of a non-automated confirmation e-mail sent by the receiver of the initial e-mail.

## **19. Severability**

Should any provision of the Agreement and any contract concluded between Customer and TAAG be or become illegal or unenforceable, the remainder shall not be affected. Any illegal or unenforceable provision shall be replaced by valid and enforceable provisions, which commercially come as close to the illegal or unenforceable provision as possible; the same applies mutatis mutandis for contractual loopholes.

## **20. Written Form**

Only a written agreement signed by TAAG and Customer can modify the Agreement, whereby the written form shall also be fulfilled if a simple electronic signature via DocuSign or Adobe Acrobat Sign is used.

## **21. Assignment**

Neither party may assign its rights or delegate its duties or obligations under the Agreement without prior written consent of the other party, except that TAAG may assign the Agreement to its Affiliate and/or to its subsidiary or to any successor corporation or entity (whether by purchase of all or substantially all of such party's assets or outstanding capital stock, by merger or consolidation or otherwise) upon at least thirty (30) days prior written notice to the other party. The Agreement will be binding upon and inure to the benefit of any successors or rightful assigns of the parties. Any attempt to so assign in contravention of the Agreement shall be void.

## **22. Subcontractors**

TAAG is at any time in its sole discretion entitled to employ subcontractors (Affiliates or Third Parties) for the performance of any of its obligations under the Agreement, always provided that the respective subcontractor enters an obligation to protect all Confidential Information of Customer not less strict than under the Agreement.

## **23. Independent Parties**

23.1. The Parties are independent contractors, and neither party is authorized to act on behalf of the other or to bind the other to any third party. Neither these T&C nor the Offers establish any relationship of agency, partnership, or joint venture.

23.2. No provision of the Agreement shall be construed as creating any obligations or liability for NXP B.V. or any of its Affiliates other than TAAG and TAAG's subsidiaries as well as TTTech Auto Germany GmbH.

[Appendix A follows.]

## Appendix A

In the event that Services are rendered to Customers situated in Mainland China, section 4.2 shall be superseded and replaced by the following provision:

- a. All fees and amounts payable by Customer to TAAG are exclusive of any value added tax, goods and service tax, sales tax, use tax, consumption tax or any other similar tax only (collectively "**VAT**"). If the transactions as described in the Agreement are subject to any applicable VAT, TAAG will provide Customer with an invoice which specifically states this VAT. Provided TAAG has stated VAT (as identified above) on an invoice Customer will pay to TAAG the VAT properly chargeable in respect of that payment. TAAG will not invoice or otherwise attempt to collect from Customer any taxes with respect to which Customer has provided TAAG with (i) a valid resale or exemption certificate, (ii) evidence of direct payment authority, or (iii) other evidence, reasonably acceptable to Seller, that such taxes do not apply.
- b. If any VAT or VAT surcharge deductions or withholdings are required by applicable law to be made from any of the amounts payable, Customer will pay such additional amount to TAAG, after the VAT or VAT surcharge deduction or withholding has been made, leaving TAAG with the same amount as it would have been entitled to receive in the absence of any such requirement to make a VAT or VAT surcharge deduction or withholding.

If Customer is required by law to withhold and remit tax relating to a purchase (not being VAT or VAT surcharges) under the Agreement, Customer will transmit to TAAG official tax receipts or other evidence issued by said tax or other government authorities sufficient to enable TAAG to support a claim for tax credit or refund in respect to such withheld taxes paid by Customer.