
Terms and Conditions for Embedded Software Products and Embedded Software Services

I. Delivery of Embedded Software Products of Vector (Standard Software)

§ 1 Scope of Delivery

- 1.1 Vector shall deliver to the customer the embedded software products for microcontrollers specified in the contract, together with the related user documentation (collectively hereinafter referred to as the "**software products**").
- 1.2 In case software is specified in the contract as software of pre-suppliers, Vector only warrants that such software fulfils the requirements known to Vector for the use of the software products by the customer.

NOTWITHSTANDING THE AFOREMENTIONED VECTOR DOES NOT ASSUME ANY WARRANTIES OR LIABILITIES FOR ANY INFORMATION IN THE PRODUCT DESCRIPTION OF THE MANUFACTURERS OF PRE-SUPPLIER SOFTWARE, NOR DOES VECTOR WARRANT THAT PRE-SUPPLIER SOFTWARE IS FREE OF DEFECTS.

- 1.3 To the extent Vector's software products have interfaces for interoperability with software not to be delivered by Vector, Vector shall provide the customer information for the use of interfaces subject to reimbursement of Vector's expenses. The customer may pass such information on to other contractors to the extent necessary.
- 1.4 Vector shall deliver the user documentation in electronic form on media. Vector shall only deliver the user documentation for software specified in the contract as software of pre-suppliers, if so requested by the customer and subject to separate remuneration, unless the pre-supplier provides it by itself. The format of the user documentation of pre-supplier software depends on how the pre-supplier provides it (on media or in print form).

§ 2 Right of Use of the Customer

- 2.1 The right of use of the customer shall be agreed on in the contract. Unless otherwise agreed in the contract, Vector grants to the customer the non-exclusive and non-transferable, temporarily and territorially unlimited right to use the software products for the customer's application purposes (hereinafter referred to as the "**license**").
- 2.2 To the extent the software products are based on AUTOSAR specifications, the customer may use the software products only for applications in the automotive or non-automotive industry as defined in the AUTOSAR Premium Member Agreement as "Automotive Applications" and/or "Derived Applications".
- 2.3 The customer agrees to use the software products only with the combination of processor family, compiler/linker and relevant hardware (e.g. CAN box) specified in the contract. Notwithstanding the aforementioned, the license shall comprise usage with derivatives of the processor family specified in the contract.

HOWEVER, VECTOR DOES NOT ASSUME ANY WARRANTIES OR LIABILITIES FOR THE USABILITY OF THE SOFTWARE PRODUCTS ON SUCH DERIVATIVES.

- 2.4 The customer may copy, modify and enhance the software products and integrate them into the customer's devices and/or hardware. The customer shall not remove or modify references to Vector's copyright in the source code. The customer may copy the object code (not the source

code) generated with the software products and distribute it as an integrated part of the customer's products, not separately.

- 2.5 The customer may not claim any rights (neither in full or in part) against Vector with regard to any modifications and/or enhancements of the software products the customer has performed, so that Vector is not restricted in Vector's own further development of the software products in any way.
- 2.6 The customer may not transfer the granted right of use to a third party without the prior written consent of Vector. Vector shall not withhold the consent contrary to good faith, but Vector only needs to provide it if the third party accepts towards Vector to take over all obligations regarding software protection pursuant to § 4 and to comply with the restrictions of the right of use on the software products as they were agreed on between the customer and Vector.
- 2.7 If Vector has granted the customer an unrestricted right of use (company or enterprise license) for usage within the customer's entire company or the customer's group of companies, such right of use shall not be transferable, § 2.6 shall not apply. In this case the license fee shall be re-negotiated in the event of substantial enhancements of the customer or of the customer's group of companies other than by organic expansion. "Substantial enhancement" is defined as at least ten (10) per cent increase of revenues at the time of the enhancement in relation to the time of the grant of the original license by Vector.

§ 3 Performances

- 3.1 It shall be the responsibility of the customer to bring the software products into operation. The customer shall inspect the software products under their conditions of use before the customer uses them productively. Vector is prepared to assist the customer in this respect upon request in return for compensation based on expense.
- 3.2 The customer shall examine all performances by Vector for defects without delay in the proper course of business. In doing so, the customer shall also examine such parts of the software products the customer intends to use only occasionally.
- 3.3 Vector shall appoint a customer adviser and the customer a contact person. The customer adviser and contact person shall either make decisions or bring about decisions without delay. The customer adviser shall record decisions in writing. The contact person shall be available to Vector to provide all necessary information. Vector shall involve the customer's contact person to the extent necessary for the performances under the contract.

§ 4 Software Protection

- 4.1 The customer shall receive the source code and hold it as a trustee in using the software products for modification in accordance with the customer's own purposes. The customer is not entitled to the delivery of the source code of the directly related application software products described in the product description (e.g. generation tools). The customer may not disclose any parts of the software products in source code to any third party. In particular, without limitation, the customer shall not give access to the software products to any third party. This obligation applies to any modified, enhanced or integrated versions as well. § 4.3 regarding the temporary delivery of the source code to subcontractors shall remain unaffected.
- 4.2 The customer shall ensure that the source code may not be misused. In particular the customer shall only store it on the customer's IT system for the time during which the source code is worked on and the customer shall keep the source code locked up during all other times. The customer shall only give access to the source code to such employees who imperatively need it for their project work.
- 4.3 The customer may provide the source code to subcontractors temporarily, so that subcontractors may work on the source code for such purposes and in accordance with such tasks the customer has ordered from subcontractor. Prior to the delivery of the software products to the subcontractor, the customer shall oblige the subcontractor to return the

delivered software products to the customer at the end of the relevant order and to delete any copies of the software products. The customer shall oblige the subcontractors to confidentiality regarding the source code with obligations no less than those set forth in § 4.1 and § 4.2.

- 4.4 The customer shall not develop any software products similar to or derived from the software products, and distribute such products directly or indirectly or in any other way.
- 4.5 The customer shall use the user documentation for internal purposes only and only copy it to the extent permitted regarding the customer's right of use. The customer shall not translate, modify or enhance the user documentation, or develop works based on the user documentation.
- 4.6 The customer acknowledges that the software products and the related user documentation and other documents – including their future versions – are copyrighted and represent business and trade secrets proprietary to Vector. The customer shall ensure protection of the software products against misuse with no limit in time.
- 4.7 If the customer breaches one of the aforementioned obligations, the customer shall pay contractual penalty in the amount of EUR 25.000,00. Vector may request information.

§ 5 Remedy of Defects

- 5.1 The following provisions concerning the removal of defects shall only apply to software products designed and delivered for serial use.

FOR BETA VERSIONS OF THE SOFTWARE PRODUCTS, AND/OR IN THE EVENT THAT VECTOR HAS ONLY GRANTED THE CUSTOMER AN EVALUATION LICENSE IN THE CONTRACT, VECTOR DISCLAIMS ANY WARRANTIES AND/OR LIABILITIES TO THE FULLEST EXTENT PERMITTED BY THE LAWS OF THE PEOPLE'S REPUBLIC OF CHINA.

- 5.2 If the customer finds, in the course of correct use of the software products, what the customer believes to be a defect in a software product, the customer shall provide Vector with a written report containing reasonably specific information as to the nature of the defect and the conditions under which it occurs, in writing, if so requested by Vector.

THE CUSTOMER MAY ONLY RAISE CLAIMS, IF THE CUSTOMER CAN REPRODUCE A DEFECT OR DEMONSTRATE IT BY USING COMPUTER OUTPUT.

- 5.3 The customer shall assist Vector to the extent reasonable in the removal of defects. In particular the customer shall transmit the software product to Vector as it was used upon occurrence of the defect, at the request of Vector, and the customer shall provide machine time as well as integrate remedied versions or replacement deliveries provided by Vector.
- 5.4 In the event of defects, which seriously impair the use of the software product, Vector shall, upon the customer's request, provide a workaround solution prior to the final removal of the defect. Vector only needs to remove other defects at the time scheduled by Vector within the framework of proper version maintenance. However, Vector shall provide workaround solutions for such defects as well, if this is reasonable to Vector. In the event of defects in software expressly identified as software by pre-suppliers in the contract, Vector only needs to do so if this is technically possible and commercially feasible for Vector. However, Vector shall provide such correctional measures to the customer which the pre-supplier provides to Vector.
- 5.5 **ALL CLAIMS AGAINST VECTOR SHALL EXPIRE IF THE CUSTOMER MODIFIES THE SOFTWARE PRODUCTS OR MANIPULATES THEM IN ANY WAY, UNLESS THE CUSTOMER PROVES THAT THE DEFECT DID NOT RESULT FROM THE MODIFICATION OR MANIPULATION.**
- 5.6 Vector is entitled to reimbursement of its expenses if the customer reports what the customer believes to be a defect without being able to prove it to be one.

§ 6 Delivery Fee (License Fee), Support Services

- 6.1 The remuneration for the delivery of the software products (license fee) shall be due with the delivery of the software products, regardless of whether support services have been agreed on in the contract, such as installation, modifications and/or enhancements, or any other services.
- 6.2 All support services (e.g. support, implementation, brief or extended training, or any other consulting services) shall be reimbursed separately per expense on the basis of time consumed, unless otherwise agreed in the contract.
- 6.3 In case of remuneration per expense, hourly rates, traveling expenses and incidental expenses shall be paid in accordance with Vector's price list applicable at the time of support services. Vector may submit invoices on a monthly basis.

II. Customer Specific Programming (Modifications and/or Enhancements of the Software Products)

§ 7 Scope

- 7.1 If so agreed in the contract, Vector shall provide customer specific programming, in particular modifications and/or enhancements regarding the software products specified in § 1. In this event Vector grants to the customer the same right of use on the modifications and/or enhancements as Vector has granted on the software products to which they belong.
- 7.2 Vector shall deliver a user documentation for modifications and/or enhancements only if expressly agreed in writing in the contract. In this event, the documentation for modifications and/or enhancements which have impact on the user documentation of the standard software products may be provided by Vector in a separate document.

§ 8 Performances

- 8.1 If the customer requests Vector to perform modifications and/or enhancements, the customer shall do so by requesting them together with a specification sheet, if so requested by Vector, in which the customer shall describe the requested modifications and/or enhancements. Vector shall then prepare a detailed specification (e.g. as a project proposal or in other written form), based on the customer's specification sheet, which shall become part of Vector's quotation for the modifications and/or enhancements. Vector shall evaluate change requests by the customer to the detailed specification, and implement them into the quotation. Vector may request remuneration of its expenses for the development of the detailed specification and its modifications against remuneration of Vector's expenses.
- 8.2 The customer shall order modifications and/or enhancements in writing based on the detailed specification developed and updated by Vector. The approved detailed specification shall be the basis for the realizations. In the course of the realization, the detailed specification may be further detailed by Vector with the customer's assistance.
- 8.3 In addition, § 3 shall apply.

§ 9 Change Requests

- 9.1 If the customer requests Vector to undertake any modification of the agreed on requirements including any addition to it, and if the requested modification is reasonable and acceptable, Vector shall agree. If the realization of such a request results in any burden on Vector's side, Vector is entitled to an appropriate adaptation of the terms of the contract, in particular to the extension of time for the completion and/or to additional compensation.

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- 9.2 If it is necessary to detail the customer's requirements listed in the contract or requested pursuant to § 9.1, Vector shall develop a detailed specification with the customer's assistance and shall submit it to the customer for approval. The customer shall respond in writing within 14 days.
- 9.3 Agreements on modifications and the resulting adaptations of the terms of the contract require written form. Vector shall submit requests for adaptations of the contract without delay. The customer shall notify Vector without delay, if the customer disagrees with the requested adaptation.

§ 10 Agreements on the Remedy of Defects

- 10.1 Upon the customer's request Vector shall install the customer specific programming in return for remuneration per expense. In this event, the customer shall confirm the successful installation in writing.
- 10.2 The customer shall examine Vector's performances including the agreed on documentations, and the customer shall notify defects to Vector without delay.
- 10.3 In addition, § 5 shall apply.

III. Maintenance of the Software Products and Modifications and/or Enhancements

§ 11 Subject Matter

- 11.1 If maintenance is agreed on in the contract, maintenance services shall include the delivery of further developed versions of the software products and the remedy of defects after the warranty period, in return for a lump-sum compensation.
- 11.2 The maintenance of the software products distinguishes between SLP (Software License Package), HLP (Hardware License Package) and SIP (Software Integration Package). Vector only provides maintenance for the latest version of the software products released for use by Vector.
- 11.3 The amount of the lump-sum compensation shall be agreed on in the contract.
- 11.4 All other performances of Vector shall be compensated separately, in particular the installation of further developed versions, the transfer of customer specific modifications to further developed versions of the software products, and the adaptation of customer specific enhancements to further developed software products of Vector.

§ 12 Remedy of Defects in the Framework of Maintenance

- 12.1 In the framework of maintenance software defects are defined as deviations from the features the software products shall have for their latest version according to Vector's specifications or which they must have for customary use.
- 12.2 The duty to remove defects shall relate to the latest released version of the software products. Support for the preceding version shall end with the delivery of the latest version.
- Vector shall provide to the customer updates with corrected defects of the software products including their documentation pursuant to § 1.1, after their release by Vector in the framework of the SIP maintenance agreed on between Vector and the customer.
- 12.3 The customer may request remedy of defects in preceding versions only to the extent Vector is capable of rendering such performances. In this event, Vector may request reimbursement of Vector's additional expenses, including costs and expenses accruing for the maintenance of the required support and maintenance environment.

12.4 § 5 shall apply accordingly to the remedy of defects.

§ 13 Further Development of the Software Products under Maintenance

13.1 In the event the customer has ordered SLP and HLP maintenance, Vector shall provide to the customer further developed versions of the software products including their related user documentation in accordance with § 1.1, after the release of such versions by Vector, within the framework of the agreed SIP maintenance. The aforementioned shall not apply to such enhancements Vector offers separately as new embedded software products in Vector's price list.

13.2 The customer agrees to test new versions before using them for production purposes.

13.3 Vector agrees to further develop the current version in the event changes in legal regulations or other provisions applicable for the software products require further development.

13.4 Not covered by the lump-sum maintenance compensation shall be the inclusion of modifications which may only be realized through full or partial reprogramming of the software products, or the inclusion of new legal regulations or other provisions which are mandatory for the software products. In these events, Vector may request reasonable additional compensation for the new version with due regard for all customers which require and request reprogramming.

§ 14 Compensation for Maintenance, Term

14.1 The lump-sum compensation for maintenance shall be calculated in accordance with the specified right of use (cf. § 2.1). The amount of the compensation shall be adjusted in the event right of use increases.

14.2 The customer shall pay the lump-sum compensation annually in advance. § 14.1 second sentence shall remain unaffected.

14.3 Vector may request payment of such compensation Vector charges upon the conclusion of new maintenance agreements, with effect of the next calendar year, pursuant to Vector's price list effective from time to time.

14.4 The maintenance agreement shall run for one (1) year, unless otherwise agreed in the contract.

§ 15 Maintenance of Modifications and/or Enhancements

15.1 As long as there exists an agreement on maintenance for the software products, Vector shall perform maintenance for the related modifications and/or enhancements as well, subject to remuneration of Vector's expenses, unless otherwise agreed in the contract.

15.2 In the event maintenance of modifications and/or enhancements in return for a lump-sum compensation is agreed on in the contract, Vector shall perform the same maintenance services as for the software products. The lump-sum charge shall also cover the transfer of modifications and/or enhancements to new versions of the software products, and, if needed, also the adaptation of add-on programs to further developed versions of the software products.

IV. Consultancy and Customer Specific Programming Services Without Regard to Software Products

§ 16 Subject Matter

16.1 Vector shall provide consulting, integration, implementation, coaching, planning, organization and/or programming services, if so requested by the customer. Such performances shall either

be service contracts (cooperation) or work contracts. §§ 22-24 shall only apply to work contracts.

16.2 Vector shall perform its services following the current state of the art pursuant to the requirement specification confirmed by the customer, or pursuant to the written requirements, respectively.

The customer shall provide all necessary support without delay, in particular all necessary information.

16.3 Upon the customer's request, Vector shall provide a monthly progress report to each order.

§ 17 Cooperation

17.1 Vector shall appoint a customer adviser and the customer a contact person. The customer adviser and contact person shall either make decisions or bring about decisions without delay. The customer adviser shall record decisions in writing. The contact person shall be available to Vector to provide all necessary information. Vector is obliged to involve such contact person if necessary for the execution of the agreement.

17.2 Vector shall perform Vector's services at the customer's site to the extent necessary, otherwise at Vector's business premises. To the extent Vector performs its services at the customer's site, the customer shall provide Vector's personnel with the necessary workstations and equipment.

§ 18 Remuneration

18.1 The remuneration for Vector's performances shall be agreed on in the contract. Unless otherwise agreed, Vector shall be reimbursed on the basis of hourly rates in accordance with Vector's respective current price list. Travel expenses shall be reimbursed separately according to Vector's price list. The hourly rates shall be valid for the current calendar year. In case the performances begin in the fourth calendar quarter, the rates shall apply to the following calendar year as well. Subsequently, Vector may require an increase pursuant to the increase of Vector's list prices.

18.2 In case of remuneration per expense, Vector may submit invoices on a monthly basis. Vector shall record the working time of Vector's employees in a list, together with the performed services. The customer may request inspection of the list at any time.

18.3 In case of lump-sum orders Vector may request payment as follows, unless otherwise agreed in the contract:

- ¼ with the conclusion of the contract,
- ¼ with the confirmation of the requirement specification, alternatively half way through the performances,
- ¼ with delivery,
- ¼ with acceptance.

Travel expenses and travel time shall be reimbursed separately even if a fixed price is agreed on.

All support services (in particular installation, brief or extended training, consultancy services) shall be reimbursed separately, unless they are expressly included in the fixed price in the contract.

§ 19 Right of Use

19.1 The customer may use the work results for the customer's purposes to the fullest extent permitted by the laws of the People's Republic of China.

19.2 Vector reserves all other rights. Vector may use the work performances outside of the contract with the customer, provided Vector complies with § 30.

§ 20 Remedy of Defects

20.1 If the customer finds, in the course of correct use of the software products, what the customer believes to be a defect in a program, the customer shall provide Vector with a written report containing reasonably specific information as to the nature of the defect and the conditions under which it occurs, in writing, if so requested by Vector

THE CUSTOMER MAY ONLY RAISE CLAIMS, IF THE CUSTOMER CAN REPRODUCE A DEFECT OR DEMONSTRATE IT BY USING COMPUTER OUTPUT.

20.2 The customer shall provide all necessary support to Vector, in particular provide a copy of the relevant program as it was being used when the defect appeared. The customer shall provide testing time on the customer's IT system and install corrections delivered by Vector.

20.3 Vector shall correct defects within reasonable time. If a defect substantially restricts the use of the software products, Vector shall provide a workaround, if needed, so that the defect is not substantial any longer.

20.4 **ALL CLAIMS AGAINST VECTOR SHALL EXPIRE IF THE CUSTOMER MODIFIES THE PERFORMANCES OR INTERVENES IN THEM IN ANY WAY, UNLESS THE CUSTOMER PROVES THAT THE DEFECT DID NOT RESULT FROM THE MODIFICATION OR MANIPULATION.**

20.5 Vector is entitled to reimbursement of its expenses if the customer reports what the customer believes to be a defect without being able to prove it to be one.

§ 21 Special Terms and Conditions for Work Contracts

§§ 22-24 shall only apply to work contracts.

§ 22 Performance

22.1 Vector shall perform its services following the current state of the art in accordance with the written requirements.

22.2 In concert with the customer, Vector shall prepare a detailed time schedule and revise it from time to time if necessary.

22.3 If it is necessary to detail the customer's requirements listed in the contract, Vector shall develop a detailed specification with the customer's assistance and shall submit it to the customer for approval. The approved detailed specification shall be the basis for the realizations. In the course of the realization, the detailed specification may be further detailed by Vector with the customer's assistance.

§ 23 Change Requests

23.1 If the customer requests Vector to undertake any modification of the agreed on requirements including any addition to it, and if the requested modification is reasonable and acceptable, Vector shall agree. If the realization of such a request results in any burden on Vector's side, Vector is entitled to an appropriate adaptation of the terms of the contract, in particular to the extension of time for the completion and/or to additional compensation.

23.2 Agreements on modifications and the resulting adaptations of the terms of the contract shall be made in writing. If the customer requests a modification orally, Vector may request the customer to deliver it in writing, or Vector may confirm it in writing itself. If Vector confirms the customer's

request for modification, the wording of Vector's confirmation shall be deemed to express the customer's requirements correctly, unless the customer objects without delay.

- 23.3 Vector shall submit requests for adaptations of the contract without delay. The customer shall notify Vector without delay, if the customer disagrees with the requested adaptation.

§ 24 Deliveries and Acceptance

- 24.1 Vector shall deliver developed software and/or other work performances. The customer shall confirm the delivery in writing.
- 24.2 The customer agrees to inspect Vector's performances, with regard to software inclusive of their documentation, and to confirm acceptance in writing if the performances meet the agreed specifications. The customer shall test all parts of software including those intended only for occasional use. Unless otherwise agreed, the acceptance test period shall be two (2) weeks.
- 24.3 It shall be deemed that the customer has accepted Vector's performances according to the agreement if the customer has not reported a material defect within one (1) week after the end of the agreed on acceptance test period.
- 24.4 To the extent partial deliveries are agreed on, each partial delivery is subject to acceptance by the customer. The interaction of the components of each partial delivery shall be tested with the last partial delivery.

V. General Terms and Conditions for all Sections of the Agreement

§ 25 Tele Support

- 25.1 Per request by Vector, the customer shall enable Vector to perform tele support (tele diagnosis, tele corrections, transfer of new versions) to the extent technically possible. In concert with Vector, the customer shall, at its own expense, provide a telecommunication connection as needed to meet the requirements from time to time, so that the IT systems may be connected.
- 25.2 For security and privacy purposes, access to the customer's IT system by Vector shall be controlled by a security procedure established by the customer. The customer shall release the connection for usage. Vector shall inform the customer of the works performed by Vector.
- 25.3 If the customer does not enable Vector to perform tele support, the customer shall reimburse Vector additional costs, in any event travel time and additional costs, for the remedy of defects.
- 25.4 If the customer transfers data to Vector for their restoration or for the search of defects, Vector shall establish all technical and organizational measures in Vector's organization equivalent to those the customer shall establish in accordance with the laws of the People's Republic of China on personal data protection. In addition, § 26 shall apply.

§ 26 Data Processing

- 26.1 To the extent Vector, in the due course of processing orders under the contract, obtains access to personal data stored at the customer, and/or needs to process or use personal data otherwise, Vector shall do so by order of the customer pursuant to the laws of the People's Republic of China on personal data protection. Vector shall process and use personal data only within the scope of the customer's instructions.
- 26.2 The customer is solely responsible for its compliance with the provisions of the applicable laws on data protection with regard to the collection of personal data, the disclosure of personal data to Vector, as well as the processing and use of such data performed by Vector by order and pursuant to the instructions of the customer.

- 26.3 Vector shall only employ employees Vector has obliged to data secrecy pursuant to the laws of the People's Republic of China on personal data protection. Vector shall undertake all technical and organizational measures required to comply with the laws of the People's Republic of China on personal data protection. Upon request, Vector shall communicate to the customer the contact details of the data protection officer at Vector.

§ 27 Charges and Payments

- 27.1 Payments shall be made in full within 30 days after invoicing.
- 27.2 Duties, taxes and levies including V.A.T. – if applicable – shall be separately calculated on top of all the payable prices and paid by the customer.
- 27.3 If payments are delayed, the customer shall not be allowed to use the software products and/or Vector's performances.

§ 28 Disruptions in the Performance

- 28.1 In the event a cause, for which Vector is not responsible, impairs compliance with a deadline, Vector may request reasonable extension of the deadline. In the event the expense is increased due to a cause falling within the scope of responsibility of the customer, Vector may request reimbursement for its added expenses as well.
- 28.2 If Vector's delay exceeds 30 days, the customer is entitled for every subsequent week to a penalty of 0.5 % of the value of that part of the works that cannot be used in accordance with the purpose of the contract, but the penalty shall be limited to 5 % of the total contract value.
- 28.3 After 30 days of delay the customer may set a reasonable grace period in accordance with the legal provisions, taking into account the already granted 30 days, declaring that after expiry of such grace period the customer shall refuse further performances from Vector regarding the order. If the period expires or the performance finally fails the customer may assert its statutory claims, damage claims within the framework of § 29.4.
- 28.4 In case the period specified in § 28.3 has expired, Vector may set an appropriate period of time for the customer to declare whether or not the customer still requests performance. The customer's claim for performance shall be excluded if the declaration period expires without result.
- 28.5 The limitation period for claims on the basis of defects (warranty period) shall be 24 months.

§ 29 Vector's Liability

- 29.1 The implementations are based on the specifications of OSEK/VDX, ISO, ASAM, LIN, AUTOSAR, and/or the vehicle manufacturer specified in the contract (collectively hereinafter referred to as the "**specifications**").

VECTOR SHALL NOT BE LIABLE FOR THE INFRINGEMENTS OF THIRD PARTY RIGHTS, UNLESS THE CUSTOMER PROVES THAT VECTOR MAY HAVE IMPLEMENTED THE SPECIFICATIONS WITHOUT AN INFRINGEMENT OF THIRD PARTY RIGHTS.

- 29.2 **WITH REGARD TO THE FACT THAT VECTOR MAY NOT TEST THE SOFTWARE PRODUCTS AND/OR IMPLEMENTATIONS IN ALL POSSIBLE APPLICATIONS DUE TO THEIR HIGH CONFIGURABILITY, THE CUSTOMER ACKNOWLEDGES AND AGREES TO SPECIFICALLY TEST THE SOFTWARE PRODUCTS AND/OR VECTOR'S IMPLEMENTATIONS WITH DILIGENT CARE BEFORE THE CUSTOMER USES THEM, IN PARTICULAR IN APPLICATIONS WHICH MAY RESULT IN BODILY INJURIES AND/OR FINANCIAL LOSSES.**
- 29.3 **THE CUSTOMER AGREES TO ASSUME RESPONSIBILITY FOR DAMAGES OF THIRD PARTIES ON THE GROUNDS OF PRODUCT LIABILITY AND/OR MANUFACTURER'S**

LIABILITY, UNLESS VECTOR IS LIABLE IN ACCORDANCE WITH § 29.4 OR THE DAMAGES ARE COVERED UNDER VECTOR'S BUSINESS LIABILITY INSURANCE POLICY AND THE INSURANCE COMPANY HAS PAID VECTOR.

In return Vector, does not charge runtime fees.

29.4 **(A) VECTOR'S LIABILITY IS EXCLUDED EXCEPT IN CASE OF NEGLIGENCE AND INTENTION.**

(B) IN RESPECT OF ANY CLAIM BASED ON A NEGLIGENT BREACH OF THIS CONTRACT VECTOR – INCLUDING ANY PERSON ENGAGED IN PERFORMING ANY OBLIGATION UNDER THIS CONTRACT – SHALL BE LIABLE FOR DAMAGES ONLY IF VECTOR BREACHES A BASIC OBLIGATION WHICH JEOPARDIZES THE CONTRACT GOAL (CARDINAL OBLIGATION). IN THIS EVENT VECTOR'S LIABILITY SHALL BE RESTRICTED TO THE VALUE OF THE CONTRACT OR EUR 100,000.00, WHICHEVER AMOUNT IS HIGHER.

The customer may claim a higher maximum, but Vector may then require a surcharge for the aggravated risk.

(C) EXCEPT IN CASE OF INTENTION, VECTOR'S LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, FRUSTRATED EXPENSES, OR DAMAGES FOR LOSS OF BARGAIN, LOSS OF EXPECTATION OR BUSINESS OUTCOME, OR LOSS OF PROFITS, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, IS EXCLUDED.

(D) The restrictions and limitations under § 29.4 (B) and (C) shall not apply to the extent to which damages are covered under Vector's business liability insurance and the insurance company has paid Vector. Vector agrees to maintain the insurance coverage in effect at the execution of the contract. Claims for bodily injuries and claims, to the extent it is mandatory under the PRC product quality law and other PRC applicable law, shall remain unaffected.

(E) ANY OBLIGATION OF VECTOR TO INDEMNIFY CUSTOMER AGAINST THIRD PARTY CLAIMS UNDER A CONTRACT WILL BE SUBJECT TO, AND COUNT TOWARD SATISFACTION OF THE LIMITS SET FORTH IN § 29.4 TO THE EXTENT LEGALLY PERMISSIBLE.

§ 30 Confidentiality

30.1 The contracting parties undertake to use all information about trade and business secrets obtained under or in connection with this contract as well as all information, designated in writing as confidential, (hereinafter collectively referred to as the "**confidential information**") only for purposes of performing the contract and to keep confidential information confidential for an unlimited period of time. The contracting parties shall disclose confidential information only to those employees who imperatively need to know it for the purposes of performing the contract.

The confidentiality obligations shall not apply to data and/or any information already known to the other contracting party at the time of the execution of the contract or which has become or become known to the other contracting party outside of the performance of the contract.

30.2 Vector is not obliged to keep confidential any of Vector's ideas, concepts, know-how or techniques related to hard- and/or software services. § 30.1 shall remain unaffected.

30.3 Vector shall oblige its employees to adhere to the confidentiality obligations.

30.4 Vector may include the name of the customer and a brief description of the performances in a reference list. All other advertising references to the customer shall be agreed on in advance with the customer.

§ 31 Miscellaneous

31.1 The contract and its modifications require written form.

31.2 The contract shall conform with and be governed by the laws of the People's Republic of China without regard to its choice of law rules and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Exclusive venue shall be Vector's main place of business.