Dürr Software License Terms and Conditions (Lease)

Version dated: July 20, 2023

1. Applicability

(1) These License Terms and Conditions apply to the agreement (the "Agreement") entered into between us ("Dürr" or "we" or the "Licensor") and the customer (the "Licensee") concerning the temporary provision of Dürr standard software and programs of third-party producers (the "Software").

(2) Different terms and conditions of the Licensee are not part of the Agreement, even if we do not expressly object to them and even if we deliver to the Licensee without reservation in full knowledge of opposing or varying terms and conditions.

2. Scope of supply and maintenance

(1) Unless otherwise agreed, we will provide to the Licensee the Software and Documentation in electronic form, either on data storage media or by means of download. The Licensee will install and configure the Software. The required characteristics of the Software are described exclusively in the Documentation.

(2) During the agreed period of use, we will keep the Software in a condition suitable for use in accordance with the Agreement and, if necessary, update it for this purpose. The Licensee will receive updates in this respect (i.e., updates to and debugging of the current Software version).

(3) The Licensee will also receive upgrades/releases of the Software (i.e., a new version of the Software, which compared to the previous version includes minor enhancements in performance and functionality in the case of upgrades and major enhancements in the case of releases). We develop these upgrades/releases in accordance with the latest technology and we are not obligated to provide them at specified intervals or in accordance with the Licensee's requirements. The Licensee will install and configure the upgrades/releases of the Software.

(4) Updates are developed on the basis of the most recent version of the Software, which is the Software where the updates and – if provided – upgrades/releases are installed.

3. Rights of use

(1) The following rights of use are granted to the Licensee:

- **Programs from third-party producers/open source software**

  In the case of programs from third-party producers, the license conditions of these producers apply. If a software component is subject to an open source license, the relevant open source license terms and conditions take precedence. We will provide the license conditions of third-party producers and the relevant open source license conditions to the Licensee upon request.

- **Dürr Software**

  Unless otherwise provided for in these terms and conditions, the Licensee is granted the simple, non-transferable, non-sublicensable and non-exclusive right, without restrictions in terms of location, but restricted in time to the term of this Agreement, to use the Software and Documentation as soon as they are provided. Unless otherwise agreed, the type of license is defined in the Agreement. In this regard, each type of license has the following scope of use:

  aa) In a hardware-related license, the Licensee is entitled to install and use the Software on the hardware for which the Licensee received the license key. This does not exclude the use of the Software on other hardware, provided that the change of hardware does not result in the Software being duplicated and that a new license key is requested for the new hardware.

  bb) In a user-related license, the right of use is limited to the number of full client concurrent users indicated in the Agreement, i.e., the right of use may be exercised simultaneously by no more than the maximum number of users indicated.

  cc) In a named user license, only those persons listed in the Agreement by name are entitled to use the Software simultaneously.

  dd) In a group license, the Licensee is granted the right to use the Software in all companies associated with the Licensee in accordance with Sections 15 ff. of the German Stock Corporation Act ("Group Companies"). This includes the right for all employees of the Group Companies to use the Software with no limit on the number of users. In this respect, the Licensee is entitled to sublicense the Software. If the number of Group Companies or the number of employees of the Group Companies increases significantly, Dürr can require the payment to be adjusted accordingly.

(2) Copyright notices and trademarks and other legal reservations, serial numbers or other features may not be deleted, modified, rendered illegible or suppressed and must be reproduced when backup copies are prepared.

(3) The right to use the Software does not include the right to edit, translate, lease or lend the Software or to disseminate or publicly display it or make it available online to third parties outside the company of the Licensee; furthermore, the right of use does not include the right of duplication unless it is necessary for the intended use or to produce backup copies. The use of the Software in outsourcing, service bureau or application service provider (ASP) environments or similar is not permitted.

(4) The Licensee has no right to claim the disclosure of or to use the source code of the Software or the source code documentation. The Licensee is not allowed to decompile, disassemble or otherwise reverse engineer the source code; Section 69e of the German Copyright Act remains unaffected.

4. Prices and payment conditions

(1) Unless otherwise contractually agreed, we must be paid annually in advance. Our prices are net and in euros, and subject to VAT at the current rate.

(2) If prescribed by the tax regulations of the country in which the Licensee is headquartered, the Licensee will deduct a withholding tax amount from the agreed payment, pay this amount to the respective tax offices on behalf of Dürr and provide Dürr with a tax certificate either received or available by law as evidence of the amount and payment of this withheld and paid tax, as well as all other

documents that are required as evidence of the payment of the withholding tax by the respective tax offices or other official bodies, so that Dürr can claim a reimbursement or credit for the withholding tax amount against its own tax obligations. The basis for the tax deduction at source is the payment not including VAT. Moreover, the Licensee must make every effort to reduce any such withholding tax deduction as much as possible or to achieve complete exemption from withholding tax. If a reduction of or exemption from withholding tax is possible according to current regulations, once the Licensee receives the documents from Dürr necessary for such a reduction or exemption, the Licensee must pay either the full agreed amount or the amount reduced by this reduction or exemption.

(3) Installation of the Software is not included in the price indicated in the invoice and will be billed at our current billing rates (information about these rates is available on request). For work outside of normal working hours, surcharges will be made. Travel and waiting periods count as working hours.

(4) Payments must be made without any deductions to one of our designated accounts.

(5) The customer can offset payment or exercise a right of retention only if the counterclaim as such, as well as its value, is uncontested or has been declared legally enforceable by a court of competent jurisdiction.

(6) Payments by the customer are due upon receipt of our invoice. The customer is in default of payment 10 days after receipt of the invoice regardless of whether a reminder has been issued.

(7) The prices in the offer apply only to purchases of the full scope of the services offered.

5. Obligations of cooperation

(1) In the case of software for reality simulation (simulation software), the Licensee must first verify the simulation results in its live system in a test environment and must adhere to the applicable security-related or other relevant regulations. In this regard, the Licensee must carry out an appropriate risk assessment on the systems and components.

(2) The Licensee will prepare its work environment for the use of the Software accordingly and cooperate free of charge in the fulfillment of the order, in particular by making employees, IT systems, data and telecommunications equipment available.

(3) The Licensee will ensure that its data processing systems and system software, respectively, have the technical capacity required for the use of our programs, including after they have been developed further. A new upgrade/release in particular can require the Licensee to install a new version of its system software. In this case, we will notify the Licensee in good time of the requirements that need to be met and the date when they must be met. The Licensee must in turn notify us in advance if it intends to install a new version of the required system software and must provide a special test system for it.

(4) The Licensee must safeguard the Software against access by unauthorized third parties by taking suitable measures; in particular it must keep all the copies of the Software in a secure location.

6. Right to information/license audit

(1) The Licensee will keep proper records concerning the use of the Software, in particular the authorized users and installation locations and the hardware and software environment used and must provide us with information about these records on request.

(2) The Licensee agrees to allow Dürr to use its own employees or independent third parties – who/which are obligated to maintain confidentiality – to audit the records and systems of the Licensee (including a manual audit and/or one using electronic methods) for the purpose of confirming that the Licensee has installed and is using the Software according to the provisions of valid licenses from Dürr. Within 30 days of receiving such a request, the Licensee will provide Dürr with all documents and information requested by Dürr. Dürr will bear the costs of this audit unless a major infringement of the contract is identified during the audit.

7. Term of the Agreement and notice of termination

(1) The term is two years (base term). The term will be extended by an additional twelve (12) months (extension period) unless the Agreement is terminated in writing by one party three (3) months before the end of the base term or an extension period.

(2) The Agreement can also be terminated in writing by either party for good cause without giving notice. The Licensor has good cause to terminate the Agreement in particular if the Licensee has violated the rights of use of the Licensor by using the Software beyond the extent permitted in this Agreement and does not stop the violation within a reasonable period of time after being warned by the Licensor.

(3) Notice of termination must be given in writing. When the Agreement is terminated or when the term of the Agreement comes to an end, the Licensee must stop using the Software and remove all installed copies of the Software from its computers and must either immediately return to the Licensor any backup copies made or destroy them, at the Licensor's discretion.

8. Maintenance and warranty

(1) The Licensor guarantees to maintain the contractually agreed quality of the Software during the term of the Agreement and also guarantees that no third-party rights can prevent the contractual use of the Software. The Licensor will correct any material and legal defects in the leased object within a reasonable time. If the defect has no effect or only a minor adverse effect on the Software, Dürr is entitled to remedy the defect by delivering a new version or an update as part of Dürr's version and update planning program. The same applies to defects of third-party programs if these defects do not impair the functionality or impair it only to a minor extent.

(2) The Licensee must notify the Licensor in writing of defects in the Software immediately upon discovering them. All notices of defects must be submitted in writing with a verifiable description of the defect symptoms and, if possible, must be accompanied by written notes, hard copies or other documents illustrating the defects.

(3) However, in cases where the Software is combined with external software by the Licensee, Dürr will accept no liability for defects in relation to the compatibility of such

external software with the Software, nor will it accept liability for defects that relate to the non-contractually agreed use or improper operation of the Software by the Licensee or in the event that the Licensee is not using the required system configuration, in particular infrastructure, hardware, operating system and database.

(4) Any maintenance tasks carried out as a result of these conditions are performed independently of any warranty claims resulting from the lease relationship between the parties, which remain unaffected.

9. Liability

(1) Even in the case of damage due to violations during contract negotiations, regardless of the legal reason, (in particular compensation for damage to items that do not constitute part of our scope of supply), we are subject to unlimited liability only for the following reasons:

- intent
- gross negligence
- culpable injury to life, limb or health
- defects that we have fraudulently concealed
- violation of guarantees assumed by Dürr relating to the quality and/or durability of goods
- cases of statutory liability (such as damages under the German Product Liability Act).

(2) Damage caused by Dürr due to simple negligence will be compensated only if the violation involves a material obligation whose fulfillment is absolutely required in order to enable the proper execution of the Agreement, and if the Licensee regularly relies on the fulfillment of this obligation (cardinal obligations). In this case, the scope of Dürr's liability is further limited to damage that Dürr would typically be expected to anticipate, considering the circumstances known to Dürr at the time of signing the Agreement and in light of the character of contractual agreements.

(3) The Licensee will perform appropriate and regular data backups, in particular in the form of backups that are available and can be restored at all times. We are liable for the loss and recovery of data only if appropriate backup measures taken by the Licensee could not have prevented the loss. The Licensee must provide proof of these regular backup measures. The liability for data losses or damage that are our responsibility is limited to the effort involved in restoring data from backed-up data material if proper backups had been made by the Licensee.

(4) Compensation for property damage is limited by the general principles of good faith, for example in cases where the order value and the damage amount are disproportionate.

(5) No further liability – irrespective of the legal grounds – will be accepted, in particular liability in relation to compensation for damage to items that do not constitute part of our scope of supply. The Licensor cannot be held liable regardless of fault for initial defects in the Software.

(6) The above-mentioned liability exclusions and limitations also cover employees, representatives, bodies and agents of Dürr, as well as other third parties employed by Dürr for the purposes of contract fulfillment.

10. Confidentiality and data protection

(1) The contractual parties agree to maintain confidentiality about confidential information exchanged in connection with this Agreement for an unlimited time, and not to exploit this information or have the information exploited within the company – including all associated companies, subsidiaries, branches, consultants, employees and all similar persons, companies or other natural or legal persons – nor to use the information itself in any way or have a third party use it. Confidential information is made accessible internally only to employees who require the information to fulfill their obligations and who are in turn obligated to maintain its confidentiality.

With regard to this Agreement, information that is deemed to be confidential includes – by way of example, but not limited to – any and all software, including source code, all company secrets, all information and all data or other unpublished or confidential information regarding products, processes, expertise, designs, formulas, algorithms, drafts, developments, research, computer programs or parts of computer programs (including source code), interfaces, databases and other copyrighted works or any other information regarding the business activity of the parties and their employees, consultants, licensees or other persons associated with them that is made known to them in the context of this Agreement and identified in any way as confidential in written, electronic, physical or oral form.

(2) The above-mentioned obligation of confidentiality does not apply if and to the extent that the information in question can be proved to have already been made public at the time of its disclosure, i.e., to have been published or made generally accessible, or to have become publicly known after its disclosure for reasons for which the recipient cannot be held accountable, or after disclosure to the recipient to have been made public by a third party legally and without restriction with respect to confidentiality or use.

11. Export control provisions

(1) Our fulfillment of the Agreement for software that is monitored under state export regulations is subject to our being issued the required authorizations.

(2) The Licensee must comply with the relevant national and international legal regulations with regard to the control of the (re-)export of the goods and services regulated in this Agreement. In particular, the Licensee will not export, re-export, forward or transfer the subject of the license or components of it – if it is entitled to do so according to this Agreement – without complying with the relevant legal regulations.

(3) If this is required to fulfill the export control regulations, the Licensee will immediately provide all the information about the recipients, location and purpose of the use of the licensed object or individual components of it when requested to do so by Dürr.

12. Final provisions

(1) If the customer's headquarters are within the Federal Republic of Germany, the place of jurisdiction is our corporate headquarters. However, we reserve the right to file suit in the customer's place of jurisdiction.

(2) If the customer has its headquarters outside the Federal Republic of Germany, then disputes will be settled

at the International Chamber of Commerce in Paris in accordance with the ICC rules of arbitration. This ruling will be final. The case must be heard and decided by three arbitrators. Our insurer may participate in this process as normally allowed by law. We reserve the right to file suit at a lawful place of jurisdiction.

(3) The laws of the Federal Republic of Germany apply, to the exclusion of conflict-of-law standards and the UN Convention on Contracts for the International Sale of Goods (CISG).

(4) To comply with the requirement of the written form, an electronic signature using a trust service provider (e.g. DocuSign) is sufficient.

(5) If individual provisions of these License Terms and Conditions or of agreements concluded on the basis of these License Terms and Conditions are or become ineffective in full or in part, the remaining provisions of the agreements will be unaffected.