I. Scope of application

1. These General Terms and Conditions of Sale and Business of Ibeo Automotive Systems GmbH (Ibeo) shall apply to any order and any delivery unless the ordering party is a consumer. Ibeo Automotive Systems GmbH, Merkurring 60, D-63309 Frankfurt am Main, Germany does not cover agreements that do not conform to these General Terms and Conditions of Sale and Business. The following General Terms and Conditions of Sale and Business apply, with the proviso that we will only make specific deviations from these in writing.

II. Delivery

1. Delivery dates shall only be binding if we have expressly confirmed them in writing. Oral delivery periods are not binding.

2. We do not receive deliveries from our suppliers for the purpose of early delivery. In particular, we hold liable for such duties due to lack of assets.

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4. The deliveries and services (fulfilment of contract) are subject to the provision that there are no obstacles to fulfilment due to national or international export control regulations, in particular assistance for the military purposes (international (re-)export control law).

5. In case we are obliged to ship/dispatch the goods to the ordering party, the risk shall pass to the ordering party upon delivery of the goods by us to the carrier (to the extent the risk is not covered by the insurance set out before). If we have also agreed to perform the set-up, assembly or commissioning of the goods, the risk shall pass to the ordering party when the delivery item is delivered to the location where it will be set up or assembled.

6. A deliverable condition of the supplier available to the ordering party is another right of withdrawal.
I. Scope of application

This PART B – ADDITIONAL CONDITIONS ON THE PROVISION OF SOFTWARE ("PART B") applies in the event of orders placed for the Software Product on a permanent, non-perpetual basis. In this context, the ordering party has to pay the invoice price as stated in PART A, Section II.3 and may not be obtained thereafter for the Software Product on a non-permanent, non-perpetual basis.

II. Software Products and provision of Software Products

1. Each type of Software Product is subject to a specific license and license restrictions. We differentiate between three (3) license types: (i) perpetual licenses, (ii) "regular" non-perpetual licenses, which are also referred to as "subscriptions" licenses in the product description and (iii) "volume" non-perpetual licenses, which are also referred to as "volume-based licenses" in the product description. As the sale of Software Product may not be offered solely under a single license type, our quotations, orders and invoices clearly indicate which license type is linked to the respective Software Product. The ordering party is entitled to acquire Software Products that are "embedded software" are typically sold as perpetual licenses. Embedded software will typically be installed on a server, but may also be pre-installed on other hardware. Software Products that can only be installed on and/or accessed in a virtual environment will be separately charged on such PCs. The license key is linked to the Software Product and will not track the number of users. Credit will only be booked/deducted once for a specific trip if the license key is used. Therefore, during the Term as defined below, the Software Product can be re-installed on the respective computer three times. Thus, the license key is associated with the specific Software Product for the specific computer that is installed. The start of the license period shall be governed by Section 199 BGB (German Civil Code). Credits may only be applied for the Software Product for which the invoice is received. The license key provided to the ordering party as described in PART B, Section II. 3, PART B, Section III. 2 applies accordingly. Volume non-perpetual licenses are also referred to as "volume-based licenses" in the product description. During the usage of the Software Product, a permanent internet connection is necessary in order for the Software Product to function. The ordering party hereby agrees to the Software Rental Contract for a term of three (3) years (the "Term"). The commencement of the Term will begin on the invoice date (date printed on the invoice provided by us) if not otherwise agreed.

3. Unless agreed otherwise, the Software Rental Contract has a term of three (3) years (the "Term"). The commencement of the Term will begin on the invoice date (date printed on the invoice provided by us) if not otherwise agreed.

4. The right to use the Software Product on a PC or (when in accordance with PART C) on a portable device is in every case limited to the ordering party. In the event of the ordering party as an individual being entitled to payment according to the above, the Software Product is licensed for a period of one (1) year from the date printed on the invoice. A trip file is a dataset recorded by the ordering party. Each trip file contains a second of a trip file. The terms "trip file" and "data file" are not synonymous. The term "trip file" is used as indicated separately for each instance and are accordingly booked/deducted from the Hours Package.

6. The ordering party has to pay the software license fees which, on the basis of the corresponding order, are payable until the end of the Term, it is possible to make a refund for a specific trip.

7. The ordering party has to pay the license fee for the Software Product which is licensed for the Software Product for the respective Software Product for the respective computer that is installed. The start of the three (3) year license period shall be governed by Section 199 BGB (German Civil Code). Credits may only be applied for the Software Product for which the invoice is received. The license key provided to the ordering party as described in PART B, Section II. 3, PART B, Section III. 2 applies accordingly. Volume non-perpetual licenses are also referred to as "volume-based licenses" in the product description. During the usage of the Software Product, a permanent internet connection is necessary in order for the Software Product to function. The ordering party hereby agrees to the Software Rental Contract for a term of three (3) years (the "Term"). The commencement of the Term will begin on the invoice date (date printed on the invoice provided by us).
VII. General provisions on Updates
1. Usage rights for Updates are granted to the ordering party to the same extent as the usage right for the respective Software Product to which the Update relates.
2. We will provide the Updates to the ordering party as a download via the internet on my.ibeos.com. Download and installation of Updates will be carried out by the ordering party.
3. As a result of installing an Upgrade, (i) hardware which is used for an installed Software Product to which the Update relates, may not fulfill the technical requirements to run the Software Product anymore and therefore may have to be replaced and/or (ii) the ordering party may have to acquire and install a new version of a Third Party Software which is necessary to use the Software Product.
4. The remedy of defects of a Software Product may also be carried out by providing respective Updates which the ordering party itself has to download and install.

PART C – ADDITIONAL CONDITIONS FOR SOFTWARE SERVICES

I. Scope of application
This PART C – ADDITIONAL CONDITIONS FOR SOFTWARE SERVICES ("PART C") applies in addition to PART A and PART B to contracts with the ordering party on the provision of software services provided by us (each a "Service Contract"). In case of any contradiction between a provision of this PART C and a provision of PART A and PART B, such provision of PART C shall prevail.

II. Scope of Software Services
1. Upon conclusion of a Service Contract, we will provide to the ordering party in relation to the Software Product to which the Service Contract relates (each a "Supported Software") for the Term (as defined below) of the Service Contract the following software services (the "Software Services"). Access to (i) any program parts published by us which contain significant improvements (not only corrections of errors or defects of the Supported Software, which are, however, in form of Updates also provided for the duration of the Support Services) and/or (ii) modifications of the basic characteristics and/or structure of the respective Supported Software, including for example the implementation of additional functions and/or functionalities (the "Upgrades"). Usage rights for Upgrades are granted to the ordering party to the same extent as the usage rights for the respective Supported Software to which the Upgrades relate.
2. The Upgrades will be provided to the ordering party upon the ordering party’s request. The Upgrades are provided via the internet on my.ibeos.com. Download and installation of the Upgrades will be carried out by the ordering party.
3. The Software Services always apply to the entire scope of the respective Supported Software, which the ordering party has acquired at the time of the conclusion of the Service Contract (e.g. including any acquired expansions and all Single User Licenses), to the extent that we offer Software Services in this respect.
4. As a result of installing an Upgrade, (i) hardware used for the Supported Software to which the Upgrade relates may not fulfill the technical requirements to run the Supported Software anymore and therefore may have to be replaced and/or (ii) the ordering party may, in order to further use the Supported Software, have to acquire and install a new version of a Third Party Software which is necessary to use the Supported Software.

III. Fees/Payment Terms
1. The ordering party has to pay for the Software Services the agreed fee annually in advance.
2. To the extent the scope of the Supported Software is extended by an agreement between us and the ordering party, e.g. by acquiring new expansions or additional Single User Licenses (each an "Extension"), the following provisions apply:
   (i) The annual fee for the Service Contract will be increased pursuant to an individual agreement between the ordering party and us.
   (ii) In case of Extensions of the Supported Software during the Term (as defined below) or during any prolongation term (if such a prolongation is agreed on in the individual case), the Term of the Service Contract pursuant to PART C, Section VI.1. will recommence (the "New Term").
   (iii) The new annual fee has to be paid annually in advance from the beginning of the New Term as set forth in para. (ii), less the pro-rata fees already paid under the respective Service Contract by the ordering party prior to the Extension of the Supported Software.

IV. Term/ Termination
1. Unless agreed otherwise, the Service Contract has a term of one (1) year (the "Term"). The commencement of the Term will begin on the invoice date (date printed on the invoice provided by us) if not otherwise agreed.
2. The statutory rights of both parties to terminate any Service Contract for cause remain unaffected.
3. The termination for cause of a Service Contract has to be in written form.

April 2021