PART A – GENERAL CONDITIONS

I. Scope of application

1. These General Terms and Conditions of Sale and Business of Ibeo Automotive Systems GmbH (the "General Terms and Conditions") shall apply unless we expressly agreed to a differing arrangement with the ordering party. They shall apply to purchase and work contracts, to contracts about the delivery of movable objects to be produced or manufactured in the context of the entire business relationship, to contracts on the provision of software as well as to contracts on the provision of Updates and Upgrades (each as defined below) for software provided by us. We hereby object to the application of the general terms and conditions of the ordering party. These General Terms and Conditions shall also apply if we supply the goods and services unreservedly despite being aware of terms and conditions of the ordering party that conflict with or deviate from our General Terms and Conditions. Our General Terms and Conditions only apply to entrepreneurs within the meaning of Section 14 BGB (German Civil Code).

2. For certain business areas, other, more specific general terms and conditions from us may apply additionally. In case of any contradiction between these General Terms and Conditions and more specific general terms and conditions, such provisions of the more specific general terms and conditions shall prevail (unless set out otherwise in them).

3. We reserve the right to correct any inadvertent errors in sales brochures, price lists, quotation documents or other documentation and shall not be held responsible for any damage resulting from these errors.

II. Conclusion of agreements

1. Our offers are always subject to change unless they are expressly characterised as binding. Oral or written orders constitute a binding offer that we can accept within two (2) weeks by sending a written order confirmation (also by e-mail) or by shipping the goods. Oral commitments made by our representatives or other auxiliary persons require our written confirmation.

2. We reserve the ownership rights and copyrights to images, drawings, calculations and other documents. The same shall apply to those written documents that are designated as "confidential". The ordering party may only disclose them to third parties with our prior express written consent.

III. Prices

1. All prices are quoted in Euros exclusive of packaging and shipping costs, which shall be borne by the ordering party, and exclusive of VAT in the statutorily prescribed amount as applicable on the day of invoicing. Unless otherwise agreed, the prices are quoted "ex works" (Incoterms 2020).

2. The prices do not include the tax, fees, customs fees or similar duties arising outside of the Federal Republic of Germany in the context of the conclusion or execution of the agreement. If we are held liable for such duties, we are entitled to invoice them to the ordering party. The same applies if such duties or insurance costs are newly introduced or increased in the Federal Republic of Germany after the agreement has been concluded.

3. We reserve the right to change our prices accordingly if significant cost reductions or cost increases that are beyond our control occur after the agreement has been concluded, in particular if they are due to the conclusion of collective wage agreements or changes in the price of materials. We will provide evidence of this to the ordering party upon request. If this higher price exceeds the agreed price by 20% or more, the ordering party is entitled to withdraw from the agreement. This right must be asserted without undue delay after the ordering party has been notified of the increased price. A fixed price can only be agreed in an express written agreement.

4. If we have also agreed to perform the set-up, assembly or commissioning in the agreement, the ordering party shall bear all costs required for the set-up, assembly and commissioning in addition to the compensation agreed for the delivery in accordance with our price list in effect at the time of performance.

IV. Terms of payment and extended limitation period for our payment claims

1. Unless otherwise agreed, invoices for deliveries or other services are payable within 30 days from the date printed on our invoice. Payments shall be deemed timely if we receive the money by that deadline. If the payment is not received by that deadline, the ordering party is in default of payment. The payment shall be made without deduction unless specifically agreed otherwise.

2. Bills of exchange and cheques will only be accepted as conditional payment subject to being honoured and shall only be considered a payment after they have been cashed.

3. Any complaints with respect to our invoices must be raised by the ordering party within two (2) weeks after receipt of invoice. If the ordering party fails to notify us in due form and time, the respective invoice shall be deemed approved.

4. The ordering party may only offset counterclaims against our claims for payment to the extent that the counterclaim is undisputed or has been legally established. The ordering party shall not have any right of retention unless the ordering party's counterclaim is based on the same contractual relationship.

V. Withdrawal

1. We are entitled to withdraw from the agreement if we do not receive deliveries from our suppliers at all or if those deliveries are incorrect or are not made in time. This shall only apply if we are not responsible for the non-delivery, in particular if we concluded a congruent hedging transaction with our supplier. We will notify the ordering party of our inability to perform without undue delay. The consideration shall be returned without undue delay. We assign to the ordering party our rights vis-à-vis a supplier with whom we have concluded a congruent hedging transaction to the extent that the ordering party has suffered damage due delayed delivery; we will also submit the agreement with our supplier to the ordering party and will make all information required to assert claims against the supplier available to the ordering party.

2. We are also entitled to withdraw from the agreement if the ordering party has filed an application for the institution of insolvency proceedings regarding its assets or has issued an affidavit pursuant to Section 807 ZPO (German Code of Civil Procedure) or if insolvency proceedings have been instituted regarding its assets or if the application for the institution of such proceedings was rejected due to lack of assets.

3. These provisions (PART A, Section V.1 and/or V.2) shall not affect any other rights to withdraw from the agreement.

VI. Terms of delivery; default

1. Delivery dates shall only be binding if we have expressly confirmed them in writing. Compliance with the delivery period requires the timely rendering of the entire performance owed by the ordering party – in particular with regard to documents it must deliver, any required approvals and releases, in particular of plans – as well as other cooperation obligations.

2. If the ordering party must set an appropriate extension period in order to be able to assert rights against us, this extension period shall be at least two (2) weeks.

3. If the delivery is delayed temporarily due to force majeure or other events that were unforeseeable at the time when the agreement was concluded (any kind of pandemics (statements/recommendations by the Foreign Office/WHO are considered indicative, e.g. such as for COVID-19) or epidemics and in particular corresponding administrative orders, operational disruption, material shortages etc.) and which are beyond our control, the delivery date shall be changed accordingly. We will give notice to the ordering party without undue delay if we become aware of such delay. If the delivery is delayed by more than four (4) months due to these events, the ordering party is entitled to – depending on the statutory provisions applicable for the specific agreement – withdraw from the agreement or, as the case may be, terminate the agreement. This shall not affect any other rights to withdraw from/terminate the agreement.

4. If necessary, we may make partial deliveries and render a partial performance if and to the extent that we have a justified interest in doing so and the ordering party can reasonably be expected to accept them.

VII. Shipping; import/export regulations

1. Unless otherwise agreed, delivery will be "ex works" (Incoterms 2020) from our premise in Hamburg.

2. If we should agree otherwise and accordingly be obliged to ship/dispatch the goods to the ordering party, we reserve the right to choose the means and route of transportation. As a rule, we ship goods with insurance, unless expressly set out otherwise. However, the insurance is limited to an amount of EUR 250,000 (two hundred fifty thousand) maximum per means of transportation and does not cover war events of any kind; seizure and orders of public authorities; dangers of nuclear

energy; risks, where economic or trade sanctions are violated; delay; internal spoilage/natural condition of goods; normal humidity/ordinary temperature fluctuations; lack of or defect in customary packaging and indirect damages. If an additional transportation insurance is agreed, the ordering party shall bear the costs.

3. 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, 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.

4. Import and export regulations:

(i) 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 embargos or other sanctions. The ordering party undertakes to provide all information and documents required for export or shipment. Delays due to export inspections or licensing procedures shall invalidate any deadlines and delivery times. If necessary permits are not granted or if the delivery and performance cannot be approved, the agreement shall be deemed not to have been concluded with regard to those parts concerned.

(ii) The ordering party shall comply with the respectively applicable provisions of national and international (re-)export control law when passing on the goods delivered by us (hardware and/or software and/or technology as well as related documents, irrespective of the manner in which they are made available) or the work and services provided by us (including technical support of any kind) to third parties in Germany and abroad.

(iii) In particular the use of our goods and Software Products (as defined below in PART B) for military purposes (including research and development activities) is prohibited unless expressively approved.

(iv) We are neither obliged to fill in long-term supplier declarations nor to make them available. After the purchase of our goods/Software Products, the ordering party is not entitled to withdraw from the purchase due to the non-existence or non-issuance of a long-term supplier's declaration.

VIII. Set-up and assembly

1. If the set-up, assembly and commissioning was agreed, the ordering party will be responsible for and must provide the following at its expense and in a timely manner: (i) all ancillary work outside our industry, including the necessary skilled and unskilled labour, construction materials and tools; (ii) the equipment and materials necessary for the set-up, assembly and commissioning, such as scaffolds, lever tools, lubricants, fuels etc.; (iii) energy and water at the point of use including the connections, heating and lighting; (iv) suitable dry and lockable rooms of sufficient size adjacent to the assembly site for the storage of machine parts, equipment, materials, tools, etc. and adequate work and recreation rooms, including adequate sanitary facilities, for our employees; furthermore, the ordering party shall take all measures it would take for the protection of its own possessions to protect our possessions and our employees; (v) protective clothing and protective devices that are required for the assembly due to particular conditions.

2. Prior to the commencement of work the ordering party shall take all measures required to ensure that our assembly personnel will be able to start working right after arriving at the site as agreed and will be able to complete the work without interruptions. Access roads and the site of the set-up or assembly must be level, cleared, and freely accessible.

3. If the set-up, assembly or commissioning is delayed due to circumstances for which we are not responsible, the ordering party must bear the resulting costs to an adequate extent.

IX. Reservation of title

1. We reserve the title to all goods delivered by us until all of our claims resulting from the business relationship with the ordering party are discharged, even if the specific goods have already been paid. The same shall apply to a balance to our benefit if we add individual or all claims to an open account (current account).

2. If the goods that are subject to reservation of title are combined, mixed or processed/ transformed, we immediately acquire (co-)ownership of the new object. This object is subject to reservation of title. The ordering party shall hold the (co-)ownership of this object in custody for us at no charge.

3. The ordering party shall be entitled to lease or resell the goods subject to reservation of title in the ordinary course of business. The ordering party may not otherwise dispose over them and, in particular, may not pledge them as security or use them as collateral. If the goods subject to reservation of title are not paid for by the third party purchaser immediately, the ordering party may only sell them subject to reservation of title. The ordering party shall no longer be entitled to lease or resell the goods that are subject to reservation of title if the ordering party ceases to make payments or if we have not received its payment in a timely manner.

4. The ordering party hereby assigns to us, as security, all claims accruing to it against the lessee, the end purchaser or otherwise against third parties from or in connection with the leasing or resale of goods subject to reservation of title, including the collateral and ancillary rights. If the respective claims are added to a current account, the assignment shall refer to the final balance. If the goods subject to reservation of title are sold with other objects, the claim against the third party customer shall be deemed assigned in the amount of the delivery price agreed between us and the ordering party if it is not possible to deduce from the invoice the amounts allocated to the individual goods. If co-ownership shares are sold as goods subject to reservation of title, the claim from the resale shall be deemed assigned to us in the amount of our co-ownership share. The ordering party must not enter into any agreement with third parties that exclude or impair our rights in any way or void the advance assignment of the claim.

5. The ordering party is entitled to collect the claim from the leasing or resale until we revoke this right. Upon our request, the ordering party must notify the lessee or end customer of the assignment and must make the information and documents required to collect the claim available to us. If the ordering party is in default of payment, we are entitled to give such notification ourselves.

6. The ordering party shall insure the goods subject to reservation of title sufficiently. The ordering party hereby assigns to us any claims against the insurance company from a damage event relating to the goods subject to reservation of title in the amount of the value of the goods subject to reservation of title. The ordering party shall notify us of each damage event after its occurrence without undue delay and shall provide the name, address and number of its insurance company to us. The ordering party must promptly notify us of any levy of execution by a third party on the goods subject to reservation of title, the claims assigned to us, or other collateral, providing us with the documents necessary for an intervention; the same also applies to all other types of impairment. Irrespective of this, the ordering party must notify the third parties in advance of the existing rights relating to the goods. The ordering party shall bear the costs of our intervention if the third party is unable to reimburse them.

7. If we are entitled to demand that the goods subject to reservation of title be returned to us, the ordering party shall bear the cost of taking them back. The ordering party authorises us to freely utilise the goods we take back in the best manner possible, or, if it is not possible to utilise them within a reasonable period of time, to scrap them and to offset the proceeds, deducting the incurred costs, against the amounts owed to us.

8. If the value of the collateral exceeds our claims against the ordering party by more than 20%, we must release collateral to the respective extent at our discretion upon the ordering party's request.

X. Material defects

1. We warrant that the goods delivered and the Software Products provided by us have been properly manufactured/developed by us in accordance with the agreed technical delivery specifications. We do not make any warranties in a legal sense. If we have to supply goods based on drawings, specifications, samples etc. of the ordering party, the ordering party shall assume the risk of the suitability for the intended use.

2. We do not assume any responsibility for defects resulting from the inadequate and improper use, faulty assembly or commissioning by the ordering party or third parties, the usual wear and tear, incorrect or careless handling, or the consequences of changes or repair work that are performed by the ordering party or third parties in an improper manner and without consent.

3. Warranty claims shall expire within one year from the delivery of the goods or, in case of Software Products (as defined below in PART B) provided on a perpetual basis, from the provision of such Software Products. This shall not affect the statutory limitation period in the event of fraudulent

concealment or of delivery recourse pursuant to Sections 478, 479 BGB (German Civil Code). The expiration of claims for damages due to defects is subject to the provisions of this PART A, Section XI. and XII.

If we must cure a defect, we reserve the right to either remedy the defect or deliver objects or the Software Products free of defects at our discretion. Parts, which have been replaced by new parts, become our property.

XI. Liability for damages

1. Our liability for damages due to breach of duty or tortious acts shall be limited to intent and gross negligence. This shall not apply to liability due to a defect that has been fraudulently concealed, liability for injury to life, body or health, liability related to a breach of material duties or liability based on the product liability law. The term "material duty" in this regard abstractly describes duties that must be complied with in order to make the proper performance of the contract possible in the first place and on the observance of which the contracting party may regularly rely.

2. In addition, our liability for a negligent breach of duty shall be limited to paying damages for the foreseeable damage typically incurred with this type of contract. This shall not apply to liability for injury to life, body or health or liability based on the product liability law.

3. All limitations of our liability shall also apply to breaches of duty by persons employed by us in the performance of our obligations.

4. The personal liability of our legal representatives, persons employed by us in the performance of our obligations and our employees for any damage caused by them shall be limited to the same extent.

5. We are not liable for loss of data and/or programs to the extent any such damage is based on the ordering party's omission to carry out data back-ups, thereby ensuring that any lost data may be restored with reasonable effort.

XII. Limitation period

All claims for damages of the ordering party that are not related to defects of the goods or of the Software Products shall expire within one year. The start of the limitation period shall be governed by Section 199 BGB (German Civil Code); claims for damages that are related to a defect shall be subject to this PART A, Section X.3. All reductions of the limitation periods do not apply to our liability based on a fraudulently concealed defect, for an injury to life, body or health, for intent or gross negligence, or liability based on the product liability law.

XIII. Deliveries and services performed by third parties

We reserve the right to have third parties perform our delivery and performance obligations. This shall not affect the ordering party's rights against us.

XIV. Place of performance; legal venue; applicable law

Unless otherwise specified in the agreement, the place of performance and payment shall be the city where our registered office is located (Hamburg), the place of jurisdiction shall be the city where our registered office is located (Hamburg). However, we reserve the right to take legal action against the ordering party at its general place of jurisdiction. All contractual duties and the performance thereof, as well as any claims arising therefrom, shall be governed by German law, without regard to its conflict of laws rules. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

PART B – ADDITIONAL CONDITIONS ON THE PROVISION OF SOFTWARE

I. Scope of application

This PART B – ADDITIONAL CONDITIONS ON THE PROVISION OF SOFTWARE ("PART B") applies to contracts/ orders on the perpetual or non-perpetual provision of our proprietary software to the ordering party (each a "Software Contract") in addition to PART A – GENERAL CONDITIONS ("PART A"). In case of any contradiction between a provision of this PART B and a provision of PART A, such provision of PART B shall prevail.

II. Software Products and provision of Software Products

1. We offer different types of software products (each a "Software Product"). Each type of such 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 "subscription 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 same Software Product may not be offered solely under a single license type, our quotations, order confirmations and invoices clearly mention which license type is linked to the respective Software Product the ordering party is acquiring. Software Products that are "embedded software" are typically sold as perpetual license. Embedded software will typically be installed on a sensor, but may also be pre-installed on other hardware. Software Products that can only be installed on and/or accessed by one PC at a time and that will be separately used on such PC are typically granted as "regular" non-perpetual license. Contrary to Software Products that we offer as perpetual license and/or "regular" non-perpetual license, Software Products offered as "volume" non-perpetual license can be installed and/or accessed in a cloud, on a virtual machine and/or PC.

2. Pursuant to the provisions in each Software Contract, we provide to the ordering party a Software Product on a perpetual or on a non-perpetual basis.

3. On the invoice date (date printed on the invoice), we will provide the perpetual or non-perpetual Software Product to the ordering party as a download via the internet on my.ibeo-as.com. For this purpose, a PDF file with a specific licence key will be sent to the ordering party on that date. Download and installation of the Software Products will be carried out by the ordering party.

4. Software Products provided on a "regular" non-perpetual basis require for their continued use every 30 calendar days a validation via the internet by the ordering party at my.ibeo-as.com (software protection).

III. Specific provisions for Software Products provided on a perpetual basis

1. We grant the ordering party a non-exclusive (simple), not sub-licensable right to use the Software Product in object code form on a perpetual basis within the purposes of the respective order. Each license to use the Software Product is limited to (i) a human person that directly logs into the Software Product on a PC or (ii) a nonhuman device (e.g. ECU, sensors etc.), software system or (iii) third party application that indirectly uses or accesses the Software Product including the exchange of data with the Software Product (each a "Single User License"). For avoidance of doubt, each single direct/indirect access to or direct/indirect use of the Software Product requires a Single User License. Any qualification system or training system may be used by the ordering party's staff for training, testing, sandbox use and/or conflict resolution, provided that such training, testing, sandbox use and/or conflict resolution is not used for production purposes. The number of Single User Licenses will be set forth in the Software Contract.

2. The ordering party may translate, modify, alter and/or decompile the Software Products only (i) in accordance with Sections 69d, 69e and 69f UrhG (German Copyright Act), or (ii) to the extent permitted by an applicable Open Source license. Further, the limitations set out in PART B, Section VI.4 apply.

3. The ordering party is entitled, for a period of one (1) year following the provision of the Software Products pursuant to PART B, Section II.3, to obtain at no additional cost via download the program parts published by us for the correction of errors or defects in the Software Products or for provision of minor modifications which do not change the basic characteristics and structure of the Software Products (the "Updates"). Further, the ordering party is entitled for a period of one (1) year following the provision of the Software Products pursuant to PART B, Section II.3, to obtain at no additional cost Software Services as set out in PART C (Software Services as defined in PART C below).

4. PART A, Section X, XI. and XII. apply accordingly.

IV. Specific provisions on Software Products provided on a "regular" non-perpetual basis

1. We grant the ordering party a non-exclusive (simple), not sub-licensable right to use the Software Product in object code form on a PC or (within the limitations of a Single User License) partially on a server (i) within the purposes and (ii) for the term set forth in the respective non-perpetual Software Contract (each a "Software Rental Contract"). The right to use is limited to the Single User Licenses set forth in the respective Software Rental Contract. PART B Section III.2 applies accordingly. Regular non-perpetual licenses are also referred to as "subscription licenses" in the product description.

2. Unless agreed otherwise, the Software Rental 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. The statutory rights of both parties to terminate any Software Rental Contract for cause remain unaffected. Any termination (regardless whether for convenience or for cause) has to be in written form.

3. The liability without default ("Verschuldensunabhängige Haftung") for defects which existed at the time of concluding a contract is excluded. Other than that, warranty claims of the ordering party are subject to statutory law. However, any claims of the ordering party pursuant to Section 536a para. 1 BGB (German Civil Code) will expire after one (1) year. This limited expiration period does not apply for our liability for fraudulent concealment of defects and to the extent as set out in PART A, Section XI. and XII. The start of the limitation period shall be governed by Section 199 BGB (German Civil Code).

4. In general, the ordering party has the right to download the Updates for the Software Product provided under the Software Rental Contract for the Term at no additional cost. Same applies for the provision of Software Services as set out in PART C. However, in case Software Products provided on a regular non-perpetual basis are obtained as bundle with Software Products on a volume non-perpetual basis, the limitation set out in PART B, Section V.5 S.2 shall apply. Also in this case, PART B, Section V.4 applies.

5. Upon expiration of a Software Rental Contract, the ordering party has to delete without undue delay any installations (including any backup copies) of the respective Software Product and, upon our request, has to confirm such deletion in writing.

6. The ordering party has to pay the software license fees at the beginning of the Term.

V. Specific provisions on Software Products provided on a "volume" non-perpetual basis

1. Under this license scheme, we provide the ordering party with usage volume of the respective Software Product to the extent, to which the ordering party has ordered credits (the "Hours Package") for a specific Software Product. Credits may only be applied for the Software Product for which they were ordered and are linked to a specific 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.

2. We grant the ordering party a non-exclusive (simple), not sub-licensable right to use the Software Product in object code form in a cloud, on a virtual machine and/or PC (i) within the purposes and (ii) for as long as the ordering party has left credits and at most for the applicable term set forth in the respective non-perpetual Software Rental Contract. The right to use is limited to the single volume licenses (each a "Single Volume License") set forth in the respective Software Rental Contract. A Single Volume License entitles one human person to install and access the Software Product simultaneously in a cloud, on a virtual machine and PC within the purposes and for as long as the ordering party has left credits and at most for the applicable term set forth in the non-perpetual Software Rental Contract. In case of simultaneous use of the Software Product on different instances (in a cloud, on a virtual machine and/or PC), the required credits are calculated separately for each instance and are accordingly booked/deducted from the Hours Package.

3. For an Hours Package, one (1) credit equals the processing of one (1) second of a trip file. A trip file is a dataset recorded by the ordering party. Every time when the ordering party uses the Software Product to process a trip file, credits accordingly will be booked/deducted from the Hours Package depending on the trip file duration being processed, irrespective of the actual usage time of the Software Product (e.g. A trip file with a duration of one (1) hour of a recorded dataset requires 3.600 credits. If the Software Product is used to process that trip file, 3.600 credits will be booked/deducted from the Hours Package. The actual usage time of the Software Product is irrelevant, i.e. it does not matter whether the Software Product itself needs e.g. two (2) or three (3) hours for processing of the trip file. The credits are only booked/deducted depending on the trip file duration).

The specific license key which is linked to the Software Product will track the number of consumed credits. Credits will only be booked/deducted once for a specific trip if the same license key is used. Therefore, during the Term (as defined below) the specific license key can be re-used for processing of the specific trip file as often as required without new credits being booked/deducted. The ordering party is responsible for the quality of its trip files that are being processed via a Software Product and credits will be booked/deducted from the Hours Package also if a processed trip file was of unsuitable quality for processing by a Software Product.

4. 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.

5. PART B, Section IV.3 to 5 apply accordingly. However, Updates and Software Services as set out in PART C will solely be provided for one (1) year following the provision of the Software Products pursuant to PART B, Section II.3 and may not be obtained thereafter for the same Software Products with the same license key as this would enable the ordering party to reuse credits.

6. The ordering party can check its unused credits via the internet on my.ibeo-as.com. When all credits are exhausted, the Software Product may no longer be used.

7. If the Hours Package is not consumed till the end of the Term, it is not possible to claim a refund for unused credits.

8. The ordering party has to pay the software license fees, which are based on the ordered credits, at the beginning of the Term.

VI. Protection of Intellectual Property and Updates, Third Party Software

1. The ordering party is only entitled to copy a Software Product to the extent such copy is necessary for use of the Software Product. Necessary copies are in particular the installation of the Software Product on the mass storage media of the used hardware as well as the loading of the Software Product into the main memory. The ordering party is not allowed to rent or otherwise sublicense a Software Product, to make it available to the public, to communicate or to otherwise make it available to third parties.

2. We are entitled to carry out an audit at the ordering party to verify whether the actual use of the Software Products by the ordering party complies with the contractually agreed license scope; in particular, we are entitled to collect or to request from the ordering party by means adequate to us proof of compliance with the contractually agreed license scope. The ordering party is obliged to cooperate as necessary in such an audit.

3. Unless expressly agreed otherwise, we and our suppliers retain in relation to the ordering party all rights of ownership to our registered trademarks, to the Software Products provided on a non-perpetual basis by us, to the corresponding documentation, to all respective Updates and Software Services (Software Services as defined in PART C below) and to other work results, as well as to all intellectual property rights contained in or related to the aforementioned work elements. All rights which are not expressly licensed by us pursuant to a Software Contract or these General Terms and Conditions are reserved.

4. Except as otherwise expressly permitted under these General Terms and Conditions or a quotation/order confirmation, the ordering party agrees to not: (i) reverse engineer or otherwise attempt to discover the source code or trade secrets embodied in a Software Product or any portion thereof; (ii) create modifications to or derivative works of a Software Product; (iii) attempt, or permit any third party to attempt, to modify, alter, or circumvent the license control and protection mechanisms within a Software Product; (iv) use or transmit a Software Product in violation of any applicable law, rule or regulation, including any export/import laws; or (v) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation of us displayed on any display screen within a Software Product.

5. In relation to us, the ordering party retains all ownership to any confidential information of the ordering party and to already existing intellectual property rights of the ordering party.

6. Our Software Products may require access to and/or use of software parts or software programs that were developed by third parties (each a "Third Party Software"). Such Third Party Software is subject to the license terms of the respective third party. To the extent the Third Party Software is made available via the internet on my.ibeo-as.com, the applicable license terms, which apply in relation to the ordering party, are accessible at my.ibeo-as.com.

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.ibeo-as.com. Download and installation of Updates will be carried out by the ordering party.

3. As a result of installing an Update, (i) hardware which is used for an installed Software Product to which the Update relates, may not fulfil 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 remedying 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.

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PART C – ADDITIONAL CONDITIONS FOR SOFTWARE SERVICES

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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.ibeo-as.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 a Supported Software to which the Upgrade relates may not fulfil 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 IV.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.

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April 2021

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