TTTech Computertechnik AG – General Conditions of Sale and Delivery of Products and Services

1. General

These General Conditions of Sale and Delivery of Products and Services (the "**Conditions**") define the terms and conditions that govern the supply of Products and/or render of Services by TTTech to Buyer (jointly referred to as the "**Parties**", and individually as each "**Party**"). The Parties understand and acknowledge that all Products supplied, and Services rendered under an Agreement in accordance with these Conditions shall be considered as commercial products.

Any terms and conditions of purchase provided by Buyer shall not apply to the supply of Products and/or render of Services, regardless of whether they are included in Buyer's request for quotation/proposal, order or any other document.

The Parties may, in recognition of specific commercial requirements or circumstances, mutually agree on specific deviations from the provisions of the Conditions in a Subcontract or in a Purchase Order. Such deviations shall be deemed as part of the Conditions shall prevail against any contradicting terms.

Any agreements related to the Deliverables provided by TTTech, including additional deliveries, updates and upgrades, shall be concluded exclusively on the base on the Conditions. All contracts, amendments or alterations thereof, as well as any amendments or alterations of the Conditions must be agreed upon in writing.

2. Definitions

Capitalized terms shall have the meaning ascribed in the Conditions:

"**Accepted PO**" means any binding agreement between Buyer and TTTech that creates an obligation of Buyer to buy and of TTTech to sell the Deliverables based on a Purchase Order submitted by Buyer as expressly accepted by TTTech's via an Order Confirmation. The Purchase Order, the Order Confirmation – and as applicable – the Offer, the Statement of Work shall be an integral part of an Accepted PO.

"**Add-On Services**" means any additional service related to the Products, including but not limited to assembly, start-up, assistance, maintenance and technical support.

"**Advance Payment**" means any payment made by Buyer prior to the delivery of the Deliverables, for the purpose of securing the delivery of the Deliverables. It constitutes a debt from TTTech to Buyer until it is offset as stipulated in the Agreement.

"**Affiliate**" means any corporation, company or other entity which directly or indirectly (i) is controlled by a Party, (ii) controls a Party or (iii) is under common control with a Party. Whereby for (i), (ii) and (iii) control means greater than fifty percent (50%) of the controlled entity's outstanding shares and ownership interests with the right to make decisions for such entity, are owned and controlled, directly or indirectly, by the controlling entity, is required. In addition, TTControl GmbH and TTTech Control S.r.l AG and their respective Affiliates shall be deemed Affiliates within the meaning of these Conditions.

"**Agreement**" means a Subcontract or Accepted PO for the supply of Deliverables by TTTech to Buyer. The Agreement incorporates all the applicable documents referenced therein (including but not limited to, Pricing Agreement, Offer, Statement of Work, Software License Agreement, the Conditions), its annexes, exhibits and/or appendixes and any amendments, which form an integral part thereto.

"**Anti-money Laundering and Countering the Financing of Terrorism Laws**" or "**AML/CFT**" means any law and regulations, or any kind of restrictive measures imposed by a competent body or authority to counterfeit money laundering, corruption and bribery and the financing of terrorism.

"**Authorized Purpose**" means the use of the Deliverables, solely for the purposes expressly permitted in the Agreement.

"**Background Intellectual Property Right**" means Intellectual Property developed or acquired by either Party before or outside the scope of the Agreement.

"**Business Day**" means any day which is not a Saturday, Sunday or public holiday in the Federal State of Vienna, Austria.

"**Buyer**" means any natural or legal person who enters into an Agreement with TTTech with the intention of acquiring TTTech's Products and Services in exchange for payment of the agreed purchase price.

"**Buyer-Furnished Item**" means any design, development, sample, part, test or manufacturing tooling, software and equipment put by Buyer at TTTech's disposal or paid for by Buyer. Buyer-Furnished Item shall not include Foreground Intellectual Property Right.

"**Change Request**" means a formal written request initiated by either Party to modify the scope, specifications, schedule, pricing, or other terms of the Agreement. A Change Request shall include a detailed description of the proposed change and its anticipated impact. Any Change Request must be reviewed and agreed upon in writing by both Parties before implementation.

"**Confidential Information**" means any information, in any form whatsoever, furnished or made available directly or indirectly by one Party to the other Party in connection with the Agreement, that is confidential and proprietary in nature, including, but not limited to, the Deliverables, including but not limited to plans, research, development, trade secrets, information relating to any client, member, customer, supplier, or

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

Affiliate, pricing information, financial information, marketing information, information relating to TTTech's software or hardware products which may include source code, data files, documentation, specifications, databases, techniques, algorithms, logic, networks, architecture and system design, file layouts, tool combinations, development methods and any information relating to the design, assembly composition, manufacture, operation of the Products. Confidential Information includes any information that is designated as being confidential in writing at the time of disclosure or so designated in writing within thirty (30) calendar days of the first disclosure to the receiving Party. Confidential Information does not include any information that the receiving Party can prove: (i) was already known to the receiving Party or its officers, directors, employees and agents, free of any obligation to keep it confidential; (ii) was or becomes publicly known through no wrongful act of the receiving Party or its officers, directors, employees and agents; (iii) was received by the receiving Party from a third party without any restriction on confidentiality; (iv) was independently developed by the receiving Party or its officers, directors, employees and agents as demonstrated by prior existing documentation; (v) was disclosed to third parties by the disclosing Party without any obligation of confidentiality; (vi) was approved for release by prior written authorization of the receiving Party, or (vii) must be disclosed, as determined by the receiving Party based on advice of counsel, in order to comply with applicable law, including any requirement imposed by judicial or administrative process, provided that the receiving Party shall give the disclosing Party prompt prior notice before making such disclosure and cooperate with the disclosing Party in all reasonable respects to obtain a protective order and/or minimize any such disclosure.

"**Delivery Date**" means the date when a Deliverable is made available to Buyer.

"**Deliverable**" means any Product, Service and/or Documentation provided by TTTech under the Agreement.

"**Documentation**" means documents provided by TTTech together with Products and/or Services, or in connection with the performance of the Agreement, describing the features thereof and use instructions, regardless of whether they are provided in a physical or digital way. Documentation shall include, but not be limited to, user manuals, specifications, user guidelines, technical descriptions, reports. Documentation to be provided shall be specified in the Agreement or the Statement of Work.

"**Down Payment**" means an initial payment made by Buyer to TTTech at the time of entering into the Agreement, representing a portion of the total purchase price of the Deliverables. It is intended to demonstrate the Buyer's commitment to the transaction and to reduce the outstanding balance to be paid, which may be financed or paid for in subsequent instalments.

"**Effective Date**" means the date when the Agreement enters into force.

"**Foreground Intellectual Property Right**" means Intellectual Property Rights developed under the Agreement.

"**General Data Protection Regulation**" or "**GDPR**" means the European Union Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.

"**Export Control Laws**" means the legal framework, including international and national laws and regulations, that govern the export, re-export and transfer of certain goods, software and technology, including but not limited to the European Union Dual-Use Regulation ("E.U. Regulation 2021/821"), the Austrian Foreign Trade Act 2011, the U.S.A. International Traffic in Arms Regulations ("ITAR", 22 CFR Part 120-130), the Export Administration Regulations ("EAR", 15 CFR Parts 730-774).

"**Export License**" means any export license, re-export license, license exemption, permit, or other authorizations that might be required under Sanctions and Export Control Laws in connection with the performance of the Agreement.

"**Intellectual Property Right**" means any intellectual and industrial property rights, included but not limited to, patents, utility models, copyright, trademarks, trade secrets, know-how and other rights, regardless of whether they are registered or not, and of their application for registration status.

"**Offer**" means an offer provided by TTTech to Buyer, valid for the period stated in the offer, following the receipt of a Buyer's Request for Quotation, describing the commercial, contractual, namely the Conditions, technical and financial terms applicable to the sale of Deliverables requested by Buyer.

"**Order Confirmation**" or "**OC**" means a written confirmation issued by TTTech to Buyer in response to and acceptance of a Purchase Order submitted by Buyer, which describes the terms under which TTTech intends to fulfil the Buyer's Purchase Order.

"**Personal Data**" means any information relating to an identified or identifiable natural person ('data subject'); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person, as

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

per definition in Article 4 of the General Data Protection Regulation.

"**Pricing Agreement**" means the agreement where TTTech and Buyer may stipulate the conditions related to the pricing of the Deliverables, and that is an exhibit to the Agreement.

"**Product**" means any goods, such as Software, Documentation and/or hardware supplied by TTTech, as specified in the Agreement.

"**Purchase Order**" means a written order issued by Buyer to TTTech for the purchase of Deliverables, identifying the Deliverables, the quantities, the amounts as per TTTech's prices, and the desired delivery schedule.

"**Request for Quotation**" means a document submitted by Buyer soliciting an offer from TTTech for the procurement of TTTech's Products and/or Services.

"**Support and Maintenance**" means the after-sales support and maintenance services in respect of the Products, as further described in the Product Support and Maintenance Agreement.

"**Support and Maintenance Agreement**" means the TTTech's terms and conditions under which after-sales support and maintenance services in respect of the Products are provided.

"**Sanctions Authority**" means any body with competence to adopt and impose sanctions and other restrictive measures, including but not limited to the European Union (including but not limited to the Council of the European Union and the European Commission), the Government of the United States of America (the Department of State, the Department of Commerce and the Office of Foreign Assets Control), the United Nations Security Council, or the government of any state with jurisdiction on the performance of the Agreement.

"**Sanctions Laws**" means the legal framework, including laws and regulations, that impose economic, trade and other restrictive measures, which are adopted, imposed and enforced by any Sanctions Authority.

"**Sanctioned Person**" means any natural or legal person that is, or is owned or Controlled by any natural or legal person that is: i) subject to sanctions or other restrictive measures adopted by a Sanctions Authority, including those listed on OFAC's list of Specially Designated Nationals and Blocked Persons, U.S. Denied Persons List, or any similar list; and/or ii) located, organized or operating in a country or territory which is itself the subject of any sector-specific or countrywide sanctions. For the purpose of this Sanctioned Person definition and clause 18,

"**Control**" means that a minimum of fifty percent (50%) of the controlled entity's outstanding shares or ownership interests, individually or in aggregate, de jure or de facto, representing the right to make decisions for such entity, are owned or controlled, directly or indirectly, by the controlling entity.

"**Service**" means any intangible activities, tasks, or performances undertaken by TTTech, whether of a physical, intellectual, or advisory nature, which do not result in the delivery of a tangible good but are rendered for the benefit of Buyer. Such Services may include, but are not limited to, consulting, maintenance, support, development, or other professional or technical assistance. The Services provided shall be specified in the Agreement.

"**Software**" means any software products and any software-related documentation supplied by TTTech, as it shall be specified in the Statement of Work integrated in the Agreement, including but not limited to, software tools, chip IP, embedded software products, middleware and firmware, documentation, data packages, certification, data packages or CDP, as further specified in the Software License Agreement.

"**Software License Agreement**" or "**SLA**" means TTTech's software license terms and conditions as applicable for the respective Software.

"**Statement of Work**" or "**SoW**" means any document that defines – if required – the specific Deliverables that TTTech provides to Buyer in more detail.

"**Subcontract**" means any binding agreement for the supply of Deliverables by TTTech to Buyer duly signed by the Parties' representatives. The Subcontract includes all the applicable documents referenced therein, its annexes, exhibits and/or appendixes and any and all amendments, which form an integral part thereto.

"**Update**" means any update or revision of the Deliverables made available by TTTech containing minor functional enhancement, extensions or error corrections which are generally made available to customers and are characterized at TTTech's sole discretion in such a way that the second or third number in the versioning of the Deliverables increases.

"**Upgrade**" means any release or version of the Deliverables containing major functional enhancements or extensions which are generally made available to customers and are characterized at TTTech's sole discretion in such a way that the first number in the versioning of the Software increases.

"**Third-Party Intellectual Property Right**" means any Intellectual Property Right created, developed or licensed by a thirty party.

"**TTTech**" means TTTech Computertechnik AG, a legal entity incorporated under the laws of Austria, with registered office at Schoenbrunner Strasse 7, 1040 Vienna, Austria and with Company Reg. Number FN 165664 z.

"**TTTech Service Area**" means the platform where TTTech may make Software and Documentation (as applicable) accessible to Buyer.

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

3. Offer and Order

TTTech shall not be bound by any offers, website content, catalogues, or similar materials. Any documentation provided to the Buyer (e.g., designs, drawings, specifications, samples) is non-binding, unless explicitly issued as binding Offer by TTTech.

Upon receipt of a Purchase Order from Buyer, TTTech may, unless the Purchase Order is placed in conformance with a binding Offer, at its discretion, accept the Purchase Order, or reject it without any liability. TTTech's written acknowledgement shall constitute the sole and exclusive form of acceptance.

If Buyer's Purchase Order was accepted by TTTech via an Order Confirmation, the Purchase Order shall become an Accepted PO. Upon that moment, Buyer shall be under obligation to buy and TTTech shall be under obligation to sell the Deliverables based on the terms set forth in the Order Confirmation.

If applicable, TTTech's submission of the Order Confirmation may be subject to TTTech's prior receipt of an end-use/end-user certificate referenced in clause 18 "Sanctions and Export Control" executed by Buyer and, if applicable, by the end-user.

4. Estimate of cost

Unless agreed otherwise in writing any estimate of cost given by TTTech shall be non-binding.

5. Transfer of ownership and risk and retention of title

a. Unless otherwise agreed in writing in the Agreement, ownership of each of the physical Products shall remain with TTTech until full payment of the corresponding price for that Deliverable has been received.

b. Risk of loss or damage to the physical Products shall pass to Buyer upon delivery as per Incoterms.

6. Price

a. TTTech's prices for the Deliverables shall be stipulated in the Pricing Agreement (/ Offer) and shall be quoted in Euro (EUR) unless otherwise provided therein. The prices set forth in the Pricing Agreement (/ Offer) are based on the current economic conditions as of the Effective Date.

b. Prices are Carriage Paid To (Incoterms 2020) to the destination specified in the Agreement. Notwithstanding the agreed Incoterm, all costs and expenses arising out of or in connection with the shipment (i.e. costs of carriage, including freight, handling, and any associated logistics charges) shall be borne by Buyer and will be invoiced as a separate line-item number.

c. TTTech's prices are net, exclusive inter alia of (public) charges, e.g. customs, taxes, in particular Value Added Tax (VAT). All other costs and expenses, e.g. non-standard packing, shipment and insurance will be paid by Buyer unless otherwise agreed in writing in the Agreement or the Pricing Agreement.

d. TTTech's prices shall be firm during the period from 1st January to 31st December of each year, unless a different firm fixed period is agreed in the Pricing Agreement or in the Offer, and subject to the provisions in clause 6.

e. TTTech retains the right to adjust the prices on a yearly basis in accordance with the changes in the Consumer Price Index ("**VPI 2020**") published by Statistik Austria. The base index shall be the value published for the month of the Agreement signing. TTTech shall notify Buyer in writing at least thirty (30) calendar days before any adjustment takes effect. The adjusted price shall be calculated using the following formula:

$$\text{Adjusted price} = \text{Base price} \times \frac{\text{Current Index}}{\text{Base Index}}$$

If the VPI 2020 is no longer published, the index replacing it or most closely reflecting its economic purpose shall apply, as it may be specified in the Pricing Agreement.

f. Notwithstanding the provisions in clause 6.d, in the event that the prices for semiconductors severely and unforeseeable increases in such a way that the price adjustment formula does not embrace the price increase, TTTech shall be entitled to promptly adjust the prices accordingly to reflect the increased cost. TTTech shall provide Buyer with written notice of the triggering event, the impact of the price increase on the performance of the Agreement, and the resulting price adjustment, including reasonable evidence and documentation substantiating the cost increase and its effect on the Deliverables.

g. The Parties shall agree to new prices within a maximum period of three (3) months after TTTech having provided evidence in accordance with the provisions above. Once the Parties have agreed to the new prices, TTTech shall be entitled to retroactively invoice the difference between the newly agreed prices and the prices originally stipulated for the pricing period and Buyer shall pay the adjusted prices.

h. If the Parties fail to reach an agreement on new prices within the aforementioned three (3) month period, TTTech shall be entitled to provisionally adjust the prices by adding the increased costs of supplying the Deliverables without applying any additional margins, overheads, or other surcharges. TTTech shall be entitled to retroactively invoice the difference between the prices provisionally implemented and the prices originally agreed for that period.

The Parties shall continue to negotiate in good faith to reach a mutual agreement on new prices for an additional period of up to six (6) months. If the Parties agree on new prices that are lower than the prices implemented provisionally, TTTech shall reimburse Buyer the difference between those prices and the newly agreed prices. Should the Parties fail to reach an agreement within this extended negotiation period, the prices implemented provisionally shall be deemed final and mutually accepted.

7. Payment terms

a. If agreed between the Parties, Buyer shall upon Order Confirmation pay a Down Payment to TTTech equal to the percentage of the total price specified in the Pricing Agreement or Offer. The Down Payment shall be paid within ten (10) Business Days upon Order Confirmation, unless otherwise specified in the Agreement. The Down Payment is non-refundable and shall be credited against the final invoice issued upon complete delivery of the Deliverables. In the event that Buyer fails to make the Down Payment to TTTech within the defined term, TTTech is entitled to cancel the Purchase Order without any liability.

b. TTTech reserves the right to request from Buyer an Advance Payment upon execution of the Agreement,

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

calculated as a percentage of the total price agreed for the Deliverables, as specified in the Agreement. TTTech shall not be commence any work related to the performance of the Agreement, including but not limited to procurement, production or delivery, until the Advance Payment has been received. The Advance Payment shall be credited against the final invoice to be submitted under the Agreement, unless otherwise agreed in writing.

c. TTTech shall be entitled to suspend the performance of its obligation under the Agreement, including in the case of TTTech the delivery and provision of the Deliverables and access to portals, digital systems or tools managed by TTTech (e.g. TTTech Service Area), without incurring any liability, in the event that the corresponding Advanced Payment or Down Payment is not received by TTTech within the defined period.

d. Unless otherwise agreed (e.g. Down Payment, Advance Payment), TTTech shall be entitled to issue the corresponding invoice at the Delivery Date, and Buyer shall be obligated to make payment in accordance with the agreed payment terms. Except for Down Payments, where a shorter payment term applies (see clause 7.a), Payment shall be due within thirty (30) calendar days upon receipt of TTTech's invoice, without any deductions, in the agreed currency, free to TTTech's accounts. The monetary offset of counter claims, or the retention of payments, also in connection with the enforcement of warranty or any other claim, shall not take place.

e. If any amount payable pursuant to or in connection with the Agreement is not paid within thirty (30) days of when it is due by Buyer, then that amount will bear interest at the per annum rate of five per cent (5%) points above the rate applied by the European Central Bank for its main refinancing operations (fixed rate) from the date on which payment is due until the date on which the payment is made in full.

8. Delivery

a. Delivery of physical Products: Delivery of physical Products and related Documentation shall be Carriage Paid To (CPT) (Incoterm 2020) with place of destination at [ship to address of Buyer specified in the Purchase Order] and place of shipment (transfer of risk) at TTTech's shipping warehouse. Custody and risk for Products shall pass on to Buyer with transfer of risk according to the agreed Incoterm (Delivery Date). TTTech reserves the right to refrain from initiating the Delivery of Products and related Documentation until all commercial and technical details have been clarified and all prerequisites to be fulfilled by Buyer have been met.

b. Delivery of Software and Documentation: In the event, that TTTech provides Software or Documentation electronically e.g. via TTTech's Service Area, Delivery Date of Software and Documentation shall occur once the link for accessing the Software or Documentation, is provided by TTTech to Buyer, unless otherwise defined in the Agreement.

c. Delivery of Services: Delivery Date of Services shall occur upon availability of such Services, understood as the date where TTTech issues an electronic notice of availability of the Service to Buyer.

d. Partial deliveries: TTTech is entitled to make partial deliveries or performance, or advance deliveries or performance, for which TTTech may request non-refundable payment corresponding to the value of the partial delivery or performance.

e. Delivery schedule: TTTech shall use commercially reasonable efforts to deliver the Deliverables in accordance with the delivery schedule agreed upon with Buyer. All Delivery Dates provided are estimates and shall only be binding if expressly confirmed by TTTech as guaranteed Delivery Dates in writing.

f. In the event TTTech anticipates a delay, it shall notify Buyer in writing, specifying the reason for the delay and the expected revised delivery date. TTTech shall take reasonable steps to mitigate the delay and its effects.

g. TTTech shall not be liable and/or bear the consequences for any delays or additional costs arising from customs inspections, import licensing, or regulatory approvals in Buyer's country or in the agreed destination.

h. Products packing: the Products are packaged in compliance with industry standards.

9. Acceptance and rejection

Buyer shall immediately inspect the Deliverables and notify TTTech in writing of any defects or non-conformances, in any case no later than seven (7) calendar days from the date when the Deliverable is received. Failure to notify within this period shall result in the Deliverables being deemed unconditionally accepted by Buyer and in full conformity with the specifications of the Agreement, even in the absence of a formal document of acceptance.

10. Buyer-Furnished Items

a. Any Buyer-Furnished Item required for the performance of the Agreement shall be identified as such and described in the Agreement.

b. Buyer shall provide any Buyer-Furnished Item required for the performance of the Agreement in a timely manner and in conformance with the contractual requirements.

c. Seller shall use the Buyer-Furnished Items solely for the purpose of fulfilling its obligations under the Agreement, and, if applicable, as it may otherwise be authorized in writing by Buyer. Unless otherwise specified in the Agreement, the ownership of the Buyer-Furnished Item remains with Buyer, or the identified owner. Nothing in the Conditions or in the Agreement shall be construed as granting, either implicitly or through estoppel, any license to the Intellectual Property Rights contained in or associated to Buyer-Furnished Items, unless expressly agreed in the Agreement or in a separate agreement.

d. TTTech shall keep and maintain the Buyer-Furnished Item with a reasonable level of care expected from an expert professional, excluding normal wear and tear, and shall use Buyer-Furnished Item in accordance with the instructions provided by Buyer.

e. In the event that any Buyer-Furnished Item is lost or damaged while in TTTech's custody, unless caused by a representative or an employee of Buyer or by a cause beyond TTTech's reasonable control, it shall be replaced by TTTech up to the limit of the value defined in the Agreement.

11. Add-on Services

TTTech may, at its discretion, offer optional Add-on Services, subject to separate charges. The provision

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

of any Add-on Service shall be contingent upon prior written agreement, formalized through a Support and Maintenance Agreement. This agreement shall explicitly define the scope, pricing, structure, and applicable terms and conditions governing the delivery of such services.

Buyer and TTTech may negotiate the provision of the following categories of Services:

a. **Assembly and Start-up**: TTTech may assume assembly and start-up operations, which may also define the scope of support granted in connection with the assembly, such as training, installation support, testing support or consultancy.

TTTech shall provide qualified personnel to perform or supervise the assembly and start-up services. Assembly and Start-up services shall be charged on a time and material basis. For each assembly engineer assigned by TTTech at Buyer's request, Buyer shall reimburse TTTech in accordance with TTTech's prevailing hourly engineering rates, including applicable surcharges for overtime, as well as all associated travel and baggage expenses.

Buyer shall be responsible for ensuring timely access to the necessary Buyer's infrastructure, premises and utilities, prior to the commencement of the Add-on Services.

While TTTech's personnel are present at Buyer's premises, Buyer shall bear full responsibility for ensuring compliance with all applicable health and safety regulations and legal requirements, including but not limited to work permits.

Buyer shall, at its own cost and risk, provide in a timely manner: (i) adequate personnel to support assembly and/or commissioning activities (for whom TTTech assumes no responsibility); (ii) all necessary preparatory work, equipment, materials, auxiliary tools, and infrastructure; (iii) secure, lockable storage for TTTech-supplied materials and equipment; and (iv) all structural or logistical measures required to enable timely execution of assembly and/or commissioning, including testing under operational conditions.

Any and all hazards and risks (including the transportation risks) in respect of equipment and materials of all kinds required for assembly and/or start-up shall be borne by Buyer.

b. **Maintenance:** Maintenance Services may be offered on a one-time or recurring basis.

c. **Technical Support:** Technical consultation provided by TTTech's personnel is limited to clarifying TTTech's technical instructions and Documentation. Any additional support shall solely be committed under a separate agreement. Buyer may request remote or on-site technical support for troubleshooting and operational assistance. Specific terms, such as availability, response times, and escalation procedures, will be outlined in a separate Support and Maintenance Agreement.

12. *Quality*

a. TTTech warrants that it provides the Deliverables in accordance with industry standards. Unless otherwise expressly agreed in writing, TTTech does not warrant that the Deliverables will meet any specific requirements or standards beyond those set forth in the Deliverables specifications.

b. TTTech shall not be liable for any defects arising from improper use, storage, or handling of the Products by Buyer or third parties, nor for any modifications, alterations or repairs made without TTTech's prior written consent.

13. *Warranty*

a. **Warranty nature:** the Agreement may include the sale of different Deliverables, which warranty conditions shall be governed by the relevant provisions below:

Physical Products: TTTech warrants that physical Products will comply, in all material respects, with their functional and technical specifications at the Delivery Date. Subject to the exceptions and terms stated in these Conditions, TTTech warrants that the physical Products will be free from defects in workmanship, manufacture and design at the Delivery Date.

Software: TTTech warrants that the Software will perform in substantial accordance with the Documentation provided therewith, or as otherwise defined in the Agreement. Software provided hereunder will, to TTTech's best knowledge, be free of viruses, worms, time bombs, logic bombs, trap doors, Trojan horses, or similar malicious instructions, techniques, or devices.

Services and Add-On Services: TTTech warrants that TTTech's personnel responsible for the provision of Services and Add-on Services has the proper skill, training and background experience necessary to accomplish its assigned tasks in a workmanlike manner consistent with industry standards.

Documentation: TTTech warrants that, unless marked as draft, preliminary, or otherwise non-final, the Documentation provided is complete, accurate and sufficient for its intended use, and that it complies with industry standards.

b. **Warranty period:**

Physical Products: The warranty period for physical Products is twelve (12) months from the Delivery Date, unless otherwise stated in the Agreement. With regard to physical Products, or part thereof, repaired by TTTech, the warranty period is the remaining period according to this clause, but at least a period of six (6) months.

Software: The warranty period for Software is three (3) months from the Delivery Date, unless otherwise stated in the Agreement or the Software License Agreement. TTTech warrants that all media on which the Software is supplied will be free from defects in material under normal use for a period of three (3) months upon the Delivery Date. For Updates and Upgrades the three (3) months warranty period shall apply to any new code embodying enhancements, extensions or error corrections from the Delivery Date.

Services and Add-On Services: The warranty period for Services or Add-On Service shall start from the Delivery Date of the respective Services or Add-On Service and shall not extend the completion of the relevant Service and Add-On Service.

Documentation: The warranty period for Documentation provided in connection with the Products and/or Services shall be equivalent to the warranty period applicable to the respective Deliverables. The warranty period for Documentation delivered as a standalone Deliverable shall be twelve (12) months from the Delivery Date. For Updates and Upgrades, the warranty period shall be three (3) months from the Delivery Date, to reflect changes due to Product Updates, Upgrades, or modification and correct material errors or omissions from the Delivery Date.

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

c. **Remedies**: Upon delivery, Buyer shall immediately examine the Deliverables for any defects or incompleteness. Buyer shall immediately notify the existence of a defect to TTTech, in any case, no later than five (5) days upon the defect becoming apparent to Buyer. Proof of the fact that the defect was hidden lies with Buyer.

Deliverables claimed and proved to be defective, shall be returned to TTTech upon TTTech's request. Buyer shall provide TTTech with an exact written description of the defects and/or missing Deliverables.

TTTech shall, within a reasonable period of time and at no cost to Buyer, at TTTech's own choice and as exclusive remedy, repair or replace the defective Deliverables, or reduce the price for defective Deliverables, provided the defect is not marginal. If a defect substantially restricts usability of the Deliverable, TTTech may in its sole discretion also provide a temporary work-around solution if needed. Repair may also be fulfilled by delivering a new version according to a reasonably planned course of development of TTTech.

Services and Add-On Services: With regard to the Services, TTTech's sole obligation is, at its sole discretion and at its expense, either to reperform or correct the Services and Add-On Services which are not in compliance with the warranty given in these Conditions.

d. **Warranty exclusions:** The warranty granted by Seller excludes any warranty or liability for defects caused by: i) normal wear and tear; ii) any modification, adaptation, amendment, change or repair to the Deliverables not authorized by TTTech; iii) the Deliverables having been processed, handled, stored, maintained, installed, used, operated, modified or amended contrary to, or not fully in compliance with, TTTech's Documentation, instructions, and specifications; iv) the Deliverables having been used for purposes other than the Authorized Purpose; v) the Deliverables having undergone any defective or faulty assembly, start-up, maintenance, faulty installation of updates or failure to update, use with insufficient equipment, unsuited operating materials, inadequate protection, accident, incident, abuse or misapplication; vi) the failure to use an Update, Upgrade or service that complies with the Agreement and corresponds with Deliverables, and that are offered by TTTech.

If, at Buyer's request, TTTech is required to integrate or combine software, hardware, or documentation provided by Buyer or third parties with Deliverables or is required to provide such software, hardware or documentation together with Deliverables, TTTech assumes no warranty, guarantee or liability with regard to such software, hardware or documentation to the maximum extent permitted by applicable law.

For the sake of clarity, sections 933a third paragraph and 933b Austrian Civil Code (*Allgemeines bürgerliches Gesetzbuch*) are expressly excluded.

TTTech is not liable for damages to Buyer's systems or data loss due to Buyer's use of the Deliverables. TTTech does not assume any liability for the compatibility of the supplied Deliverables with Buyer's systems or for the sufficiency of the Deliverables towards Buyer's needs. TTTech does not warrant that Software will be free from errors, virus, or other harmful components, that will operate without interruption or degradation. TTTech further does not warrant that any software bug will be repaired or corrected. Buyer acknowledges that the foregoing shall not constitute a cause of termination under the Agreement.

Any repair by Buyer or third parties relieves TTTech in any case from its warranty and liability.

e. **Warranty limitation:** Except as otherwise provided for in this clause, TTTech provides the Deliverables "as is" and hereby disclaims all warranty of any kind, either expressed, implied or statutory, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose, title or against infringement, accuracy or completeness or of results for the Deliverables to the fullest extent permitted by applicable law. The entire risk as to the quality, use or performance of the Deliverables remains with Buyer to the maximum extent permitted by applicable law.

14. Liability

a. To the maximum extent permitted by applicable law, TTTech's maximum aggregate liability to Buyer (including Buyer's customers, employees and advisors), or as the case may be any beneficiary of the Deliverables, for all any claims arising under or in connection with TTTech's Deliverables or any Agreement subject to these Conditions (including but not limited to breach of contract, indemnification claims or tort claims) shall not exceed the higher of (i) EUR 50,000 (fifty thousand Euro) or (ii) the contract value relating to the respective Purchase Order under which the event giving rise to a claim occurred. Claims for damages due to failure to fulfil, or delayed fulfilments, or claims caused by TTTech's slight negligence are excluded.

b. Any liability of TTTech shall be limited to the actual damage. Therefore, any liability of TTTech for indirect, incidental, or consequential damages of any kind, and, in particular, for loss of profit, income, revenue, use, or pecuniary losses with respect to any Deliverables, or a part thereof, delivered under the Agreement are to the maximum extent permitted by applicable law excluded.

c. **Third-Party Intellectual Property Rights infringements:** Subject to the warranty limitations and the limitation of liability set forth in clause 14.a and 14.b, TTTech shall indemnify and hold Buyer harmless from and against any third party claims all from and against any and all claims, proceedings, damages, costs and expenses arising from the infringement or alleged infringement of Third-Party Intellectual Property Right with respect to the work under the Agreement.

TTTech's liability shall be expressly excluded in the event that the Third-Party Intellectual Property Rights infringement arises out of: (i) TTTech complying with specification requests of Buyer or use of Buyer Furnished Items, (ii) the use of the Deliverables in conjunction with equipment, devices or other components not specifically authorized by TTTech, (iii) any use of the Deliverables in a manner contrary to TTTech's Documentation or instructions or in a manner not contemplated by the Agreement, (iv) improper installing of Deliverables or the use of the Deliverables in contradiction to these Conditions or the instructions for use, (v) modifications, alterations or additions to the Deliverables made by Buyer or third parties not authorized by TTTech and/or (vi) any shortcuts on the interoperability of the Software connected to the Software's use by Buyer. Buyer shall defend, indemnify and hold TTTech

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

harmless from all claims, costs, damages and attorney's fees resulting from or arising out of (i) TTTech complying with specification requests of Buyer, (ii) the use of the Deliverables in conjunction with equipment, devices or other components not specifically authorized by TTTech, (iii) improper installing of Deliverables or the use of the Deliverables in contradiction to these Conditions or the instructions for use, (iv) modifications, alterations or additions to the Deliverables made by Buyer or third parties instructed by Buyer and/or (v) any shortcuts on the interoperability of the Software connected to the Software's use by Buyer. Such indemnity shall be subject to (i) TTTech promptly notifying Buyer of the claim, (ii) Buyer having sole control of the defense and related settlement negotiations and (iii) TTTech cooperating with Buyer in the defense.

d. **Liability for breach of confidentiality obligations:** Buyer shall indemnify and hold TTTech harmless from and against all liabilities, claims, damages, costs and expenses, including any legal expenses and attorney fees, arising from, caused by or in any way connected with any breach of confidentiality obligations as set forth in the non-disclosure agreement.

e. TTTech's warranties, obligations and liabilities and Buyer's remedies set forth in these Conditions shall be sole and exclusive. To the fullest extent permitted by law, Buyer waives and renounces to any other claim or remedy, express or implied, against TTTech, arising by law or otherwise, with respect to any Deliverable.

15. Insurance

Throughout the term of the Agreement, TTTech shall maintain at its own cost a commercial general liability insurance (namely, a company and product liability insurance) and an aviation liability insurance covering personal as well as property damages and recall costs in an adequate amount. Apart from that, other relevant insurances (e.g. cyber insurance, multi-risk insurance, directors and officers insurance, transport insurance) are maintained in adequate amounts.

16. Intellectual property

a. **Background Intellectual Property Rights:** Nothing in the Conditions or in the Agreement shall entitle a Party to ownership rights and/or licenses not explicitly granted in any Background Intellectual Property of the other Party.

b. **TTTech's Intellectual Property Rights:** Buyer shall not violate any of TTTech's or any Third-Party Intellectual Property Rights.

c. **License:** Subject to payment of the license fee or royalties, TTTech grants Buyer a personal, non-exclusive, non-transferrable, non-sublicensable, worldwide license to TTTech's Intellectual Property Rights limited to the duration of the Agreement to the extent required to use the Deliverables for the Authorized Purpose described therein. For Software and (certification) data packages specific Software License Agreements may be applicable and shall prevail over these Conditions.

d. **Third-Party Intellectual Property Rights:** Buyer acknowledges that TTTech's Intellectual Property Rights may contain Third Party Intellectual Property Rights. Access and use of such Third-Party Intellectual Property Rights by Buyer shall be as stipulated in the Agreement.

Buyer shall comply with the licensing terms applicable to Third Party Intellectual Property Rights. TTTech shall not be liable for any use or access of such Third-Party Intellectual Property Rights by Buyer.

e. **Use restrictions:** Buyer shall not, and shall not request any third party to: i) sell, lease, distribute, license, sublicense or otherwise make the Deliverables available to third parties, except as embedded in the integrated product, system, semiconductor, or service owned or provided by Buyer or any third party, as authorized by TTTech, and solely for the Authorized Purpose; ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying structure of the Deliverables in whole or in part; iii) use the Deliverables for any competitive analysis whatsoever, unless specifically authorised in writing by TTTech; iv) modify, adapt or transform the Deliverables under any circumstances for any purpose whatsoever, including but not limited to any attempt to discover, copy, transfer or distribute source code or algorithms of software; v) configure, incorporate, load, embed and/or otherwise integrate all or part of the Intellectual Property Right into another product, system, semiconductor, or service owned or provided by Buyer or any third party, expressly authorized under the Agreement, and for any purpose other than the Authorized Purpose; vi) extract any Intellectual Property Right, in part or in full, or create, write or develop any derivative work from the Intellectual Property Right, or a part therefrom; vii) distribute, deliver, provide, sublicense, disclose, divulge, assign, or anyway transmit or permit the use of Intellectual Property Right or make it available to the benefit of third parties, without TTTech's prior consent; viii) misuse, modify or remove any trademark, copyright notice, or any proprietary right notice in the Deliverables; ix) use the Deliverables for purposes other than those in the Agreement and/or in the Software License Agreement as it may correspond.

f. **Foreground Intellectual Property Right:** In the event that any Intellectual Property Right is developed or created during the performance of the Agreement, TTTech owns and retains ownership in any and all Foreground Intellectual Property Rights. For the avoidance of doubt, and regardless of any payments made for non-recurring engineering costs, license fees, or royalties, all Foreground Intellectual Property Rights shall remain the exclusive property of TTTech and shall not be subject to any restrictions.

In the event that Buyer conveys TTTech with any feedback related to the Deliverables, e.g. comments, suggestions, materials or other information regarding the features, functions, usability, performance, compatibility etc. ("**Feedback**"), Buyer grants to TTTech and its Affiliates a non-exclusive, perpetual, sublicensable, irrevocable, worldwide, transferable, royalty-free and fully-paid-up license, to and under all of Buyer's Intellectual Property Rights, whether perfected or not, to publicly perform, publicly display, reproduce, use, make, have made, sell, offer for sale, distribute, import, create derivative works of and otherwise exploit any such Feedback. Further, Buyer has no right to claim that Feedback provided should be incorporated into TTTech's Deliverables.

17. Confidentiality

a. Each Party's Confidential Information shall remain the property of that Party.

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

b. Buyer shall not release any information concerning the Agreement or its business relationship with TTTech, to any third party, except as required by applicable law, rule, injunction or administrative order, without TTTech's prior written consent.

c. Confidential Information of each Party shall be governed and protected in accordance with a dedicated non-disclosure agreement executed by and among the Parties. In any event, any non-public information, in whatever form, which is made available to Buyer may only be used for the performance of the Agreement and is deemed Confidential Information.

18. Sanctions and Export Controls

a. Buyer represents and warrants that it, and its Affiliates, shall comply with all applicable Sanctions Laws and Export Control Laws and other restrictive measures, and shall impose this obligation on its customers and third parties who receive the Deliverables. Buyer represents and warrants that it, and its Affiliates, are not Sanctioned Persons.

The Deliverables shall not be resold, transferred, or otherwise disposed of, to any Sanctioned Person, or in contravention of any Sanctions Laws and Export Control Laws. In particular, but not limited to, Buyer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any Deliverables supplied under or in connection with these Conditions that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. Buyer shall not sell, export or re-export, directly or indirectly, to Belarus or for use in Belarus any Deliverables supplied under or in connection with these Conditions that fall under the scope of Article 8g of Council Regulation (EC) 765/2006.

As a condition for Order Confirmation, Buyer shall execute and, if applicable, have the end-user execute, an end-use/ end-user certificate. Also, such end-use/end-user certificate shall be executed by Buyer upon TTTech request, and when required by the Export Control Laws and Sanctions Laws.

b. Buyer shall undertake its best efforts to ensure that the purpose of subclause a. above is not frustrated by any third parties further down the commercial chain, including by possible resellers.

c. Buyer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of subclause a.

d. Any violation of subclauses 18.a, 18.b, 18.c or 18.g shall constitute a material breach of an essential element of these Conditions and the Agreement, and TTTech shall be entitled to seek appropriate remedies, including, but not limited to:

(i) stop deliveries and suspend the Agreement as soon as TTTech becomes aware of a breach by Buyer, including the delivery and provision of the Deliverables and access to portals, digital systems or tools (including TTTech Service Area), without being considered at default or incurring any liability; and

(ii) termination of the Agreement based on these Conditions; and

(iii) in the event of a breach of Article 12g of Council Regulation (EU) No 833/2014 and/or Article 8g of Council Regulation (EC) 765/2006, a non-deductible penalty of (1) the total value of all orders placed by Buyer to TTTech in the preceding year or (2) five hundred thousand Euro (EUR 500,000.00) whichever is higher.

e. Buyer shall immediately inform TTTech about any problems in applying subclauses 18.a, 18.b, 18.c or 18.g including any relevant activities by third parties that could frustrate the purpose of subclause 18.a. Buyer shall make available to TTTech information concerning compliance with the obligations under clauses 18.a, 18.b, and 18.c within two (2) weeks of the simple request of such information.

f. Buyer shall indemnify TTTech against all direct, indirect and punitive damages, loss, costs and other liability arising from claims resulting from Buyer's or its customers' breach or non-compliance with this clause. For the sake of clarity, the penalty foreseen in subclause 18.d.(iii) above is in addition to all other damages and costs which TTTech is entitled to claim hereunder.

g. The Parties acknowledge that the performance of the obligations under the Agreement shall be subject to the obtention of any required Export License. Buyer shall apply for any relevant import authorizations if the Deliverables are subject to Sanctions Laws and/or Export Control Laws in the country of Buyer. Each Party shall make reasonable efforts to support the other Party in obtaining any necessary Export Licenses required to perform its obligations under the Agreement.

h. Buyer shall clearly identify any technical data or technology provided to TTTech that is subject to Sanctions Laws and Export Control Laws. Buyer shall clearly mark the documentation with the appropriate destination control statement, informing TTTech of the export control classification number, the Export License under which the technical data or technology is exported and identifying all applicable restrictions.

i. Unless otherwise specified in the Agreement, Buyer undertakes to use the Deliverables exclusively for civil purposes. Any use, export, re-export, or transfer of the Deliverables by Buyer shall be subject to and effected in full compliance with applicable Sanctions Laws and Export Control Laws.

19. Compliance with AML/CFT and environmental matters

a. Each Party shall ensure that its directors, officers, agents, employees and Affiliates comply with any applicable Anti-money Laundering and Countering the Financing of Terrorism Laws. TTTech may require information from Buyer from time to time to be able to perform relevant due-diligence checks supporting TTTech's efforts in preventing money laundering and terrorism financing. This may include information and details about Buyer's corporate structure, ultimate beneficial ownership, and sources of funding. Each Party agrees that it will not offer, give, receive or agree to offer any improper benefit in the performance of its obligations under the Agreement. If, in connection with the Agreement, either Party is found liable for, admits to, or settles allegations involving the provision or receipt of an improper or illegal benefit, the other Party may terminate the Agreement, in whole or in part, without incurring any liability to the offending Party.

b. Buyer and TTTech each represent and warrant that they comply with all applicable environmental laws and regulations, including but not limited to Directive 2012/19/EU (WEEE), Directive 2011/65/EU as amended by Directive (EU) 2015/863 (RoHS), Regulation (EC) No

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

1907/2006 (REACH), and Regulation (EU) 2019/1021 (POPs). Each Party shall promptly notify the other of any breach or investigation related to such compliance and shall provide, upon request, all necessary declarations or documentation to confirm adherence.

20. Personal Data Protection

a. Each Party will comply with any and all applicable data protection laws and regulations, including the General Data Protection Regulation (Regulation (EU) 2016/679), for any Personal Data that is provided or made available in the course of the negotiation and performance of the Agreement.

b. The Parties acknowledge that, for any Personal Data that is provided or made available by one Party to the other Party in the course of the negotiation and performance of the Agreement, each Party acts as an independent data controller.

c. In the event and to the extent that Buyer is granted access and use rights to any portals, digital systems or tools managed by TTTech, TTTech shall be deemed as data controller and TTTech's relevant privacy notice, as defined for each portal, digital system or tool (including TTTech Service Area), shall apply to Buyer's personnel.

d. Should the performance of the Agreement give rise to a data protection relationship different from the relationships described in the previous paragraphs, the Parties shall ensure that the Agreement includes appropriate data protection provisions.

21. Force Majeure

a. Neither Party shall be liable for delays caused by events beyond their reasonable control, which occurs without the fault or negligence of the Party affected, including – but not limited to – any Act of God, inevitable accident, fire, earthquake, flood explosion, insurrection, war, strikes, epidemics and pandemics, unforeseeable shortages of material, sanctions, embargoes, export bans, executive, judicial or administrative act, regulation order or decree of any competent government ("**Force Majeure**").

b. A Party affected by an event of Force Majeure shall promptly inform the other Party of the occurrence of such event explaining the manner and extent it affects the performance of its obligations under the Agreement, and of the actions and mitigating measures adopted to enable it to perform the obligations prevented or delayed by Force Majeure at the earliest possible time.

c. The obligations of the Party affected by the Force Majeure event shall be suspended for the duration and to the extent that such Party is prevented from or delayed in fulfilling its obligations, without incurring any liability. For the sake of clarity, in the event that TTTech is affected by a Force Majeure event, it may suspend the delivery and provision of the Deliverables, as well as access and use rights by Buyer to any portals, digital systems or tools managed by TTTech (including TTTech Service Area).

22. Termination of Agreement

a. **Termination for convenience**: The Parties may agree in the Agreement to foresee a right to terminate the Agreement, or any part thereof, at any time for convenience. The conditions and consequences for such a right of termination for convenience are to be defined in the Agreement. For the sake of clarity, termination for convenience shall be excluded in the event of Software deliveries under a subscription model.

b. **Termination by either Party for default**: Either Party may terminate the Agreement, in whole or in part, with immediate effect upon submission of written notice by registered letter, for good cause:

a) If insolvency proceedings are instituted with respect to the assets of the other Party, or if a petition for opening such proceedings is rejected because of lack of sufficient assets to cover the costs of the proceedings, or if the conditions for the institution of such proceedings or the dismissal of such a petition are met.

b) If the other Party has seriously violated any confidentiality obligation.

c) If there is a change in applicable laws or regulations that materially affect the Parties' ability to perform their obligations.

d) If the other Party infringes any AML/CFT laws and/or regulations.

e) If any license, permit, or authorization required for the performance of the Agreement is revoked, denied, or not granted due to Sanctions Laws or Export Control Laws, or either Party becomes subject to sanctions, trade restrictions, or export control measures that would restrict the performance of the Agreement.

c. **Termination by TTTech for good cause:** TTTech may unilaterally terminate the Agreement in whole or in part, with immediate effect by written notice by registered letter for the following reasons:

a) If it becomes apparent that Buyer's economic or financial condition is assessed as unfavourable by a recognized credit protection agency or similar institution.

b) If Buyer fails to repeatedly provide required cooperation and approval, or technical information necessary for TTTech to perform its obligations.

c) If Buyer suspends its payments for more than three (3) months.

c) If the occurrence of a Force Majeure event persists for more than ninety (90) consecutive calendar days and renders performance of the Agreement impossible.

d) If on-site assembly is rendered impossible by unacceptable on-site conditions for TTTech staff.

e) If there is a change in control or ownership of Buyer that materially affects the performance of the Agreement.

f) If Buyer otherwise materially breaches this Agreement (e.g., but not limited to, infringements of mandatory laws and/or regulations) or if the continuation of the Agreement is otherwise unacceptable due to material reasons for TTTech.

d. **Consequences of termination:**

In the event of termination by either Party for any cause, Buyer shall pay TTTech any amounts due for the Products accepted for but not delivered, or partially delivered, and the Services performed or partially performed, under the Agreement up to the effective date of termination.

For Products and/or Services offered under an annual subscription model, the Agreement or the relevant part thereof, shall remain in force unless either Party provides written notice of termination no less than (3) months prior to the end of the license period, except for in the case of termination due to Buyer's default (clause 22.b and/or 22.c), in which

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

case, the termination will occur with immediate effect.

Additionally, Buyer shall reimburse TTTech for any and all reasonable and documented costs, expenses and fair and reasonable margin incurred directly in connection with the performance of the Agreement up to the date of termination, including but not limited to, cost of materials and components ordered or produced specifically for Buyer, labour costs, non-cancellable commitments or third-party charges or fees. TTTech shall use reasonable efforts to mitigate such costs and expenses.

In the event that the Parties agreed on a forecast, Buyer shall pay TTTech the forecasted Products for the period covered by the forecast to the extent that the forecast was binding.

If the Conditions are terminated by Buyer due to TTTech's default (clause 22.b) and a Down Payment was made by Buyer, such Down Payment shall be at TTTech discretion either refunded by TTTech to Buyer or TTTech shall deliver Buyer with the Deliverables in their current state.

Upon termination, the right of the receiving Party to use Confidential Information shall immediately terminate and, upon written request by the disclosing Party at any time, it shall promptly return or destroy, as requested by the disclosing Party, all materials containing Confidential Information. The obligation to return or destroy Confidential Information shall not apply (i) to Confidential Information that has been stored on automated backup systems and (ii) if and to the extent that the receiving Party is required by law or regulation to retain such Confidential Information, always provided that the further obligations under the Agreement, in particular the obligation to keep Confidential Information protected, shall continue to apply for any such retained Confidential Information. Further rights of retention are hereby explicitly excluded.

23. Changes
a. The Parties may negotiate changes within the scope of the Agreement. TTTech reserves the right to reject any change implementation without any liability.

b. Buyer may request a change to the Agreement in the form of a Change Request. Buyer's Change Request shall contain a detailed description of the changes in respect of the Deliverables, schedule, shipment or packing method, place of delivery and any impact on the activities of the Agreement, as it may correspond. TTTech will provide Buyer with a proposal for adjustment which reflects the Change Request issued by Buyer and the impact it has on price, schedule etc. If a Change Request by Buyer would affect form, fit and function, TTTech shall in no event be obliged to implement requested changes. Nonetheless, the Parties may at TTTech's sole discretion discuss in good faith which impact the change would have on, including but not limited to, cost, specifications, schedule, and may agree on an implementation of such a Change Request. In any event – irrespective of the scope of the change – an amendment to the Agreement reflecting the agreed changes and its consequences (e.g. adjustment of price and schedule) is to be made.

c. TTTech may introduce changes to its Deliverables whereby based on their scope, changes shall be classified as follows:

i) Minor design changes with impact on the cost or time required for performance but not affecting form, fit, function, etc.: TTTech shall submit Buyer for such minor design changes with a description and justification of the change and the effective date for the change. TTTech may proceed with the change implementation, unless Buyer objects within a period of two (2) weeks;

ii) Major design changes with impact on key product characteristics: If the change relates to major design changes (affecting form, fit, function, etc.), TTTech shall submit a detailed proposal describing the implementation of the changes and the Parties shall negotiate in good faith the implementation (or rejection) of such major design changes and its impact e.g. on prices.

d. TTTech shall make reasonable efforts to provide necessary support to ensure changes are integrated smoothly, minimizing disruption to Buyer and its operations. If the Parties are unable to reach an agreement on an equitable adjustment in price or delivery schedule, TTTech shall proceed based on the Conditions in effect until an agreement can be reached.

e. Any amendments or modifications to the Agreement, including any changes to the Conditions, shall be valid only if made in writing and duly signed by authorized representatives of both Parties. TTTech shall not start implementing any Change Request of Buyer until such changes have been contractually agreed.

f. No verbal agreements or informal communications shall be deemed to amend or waive any provision of the Agreement or the Conditions.

24. Survival
The provisions which by their nature should survive termination of the Agreement, including but not limited to provisions regarding confidentiality, intellectual property rights, warranty, limitation of liability, export control, applicable law, dispute resolution, and severability shall survive any such termination.

25. Assignment and change in ownership or control
a. If Buyer intends to undergo a transaction or a series of related transactions, including a merger, consolidation, sale or acquisition of all or substantially all assets, that results in a change in its ownership or control, Buyer shall promptly notify TTTech in writing prior to when the change in ownership or control occurs.

b. TTTech shall have the right to terminate the Agreement upon thirty (30) calendar days' written notice if the change of control materially affects or impairs the performance of the Agreement. Any such termination shall not relieve Buyer of any obligations accrued prior to the effective date of termination.

26. Non-waiver
The failure of either Party to enforce any provision of the Conditions or the Agreement at any time shall not be construed as a waiver of such provision or of the right to enforce it at a later time.

TTTech Computertechnik AG –
General Conditions of Sale and Delivery of Products and Services

27. Applicable law and dispute resolution

a. These Conditions and the Agreement shall exclusively be governed by the laws of Austria, whereby the rules on conflicts of laws, the UN Convention on Contracts for the International Sale of Products and any other (international) provisions that displace substantive Austrian law shall not apply.

b. All disputes arising out of or in connection with these Conditions and the Agreement, including the existence, validity, termination or pre- and post-contractual effects, shall be exclusively and finally settled by the competent court of Vienna, Austria. Either Party may apply to any court of competent jurisdiction for interim relief.

28. Notices

Any notice or communication required or permitted hereunder must be provided to the other Party in writing to its registered address and to the contact persons provided for in the Agreement.

29. Severability

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