

ETAS, Inc. (“ETAS”) General Terms and Conditions for the Supply of Hardware and Software Products (the “Terms”)

1. GENERAL.

1.1 THE SALE OF HARDWARE OR SOFTWARE PRODUCTS (“**PRODUCTS**”), AND/OR SERVICES ASSOCIATED WITH THE PRODUCTS (“**SERVICES**”) PROVIDED BY ETAS INC. (“**ETAS**”) TO THE CUSTOMER (“**CUSTOMER**”) (EACH A “**PARTY**” AND COLLECTIVELY REFERRED TO AS “**PARTIES**”) IS EXPRESSLY LIMITED TO CUSTOMER’S ACCEPTANCE OF THE TERMS OF ETAS’S OFFER (ALSO REFERRED TO AS THE “**QUOTATION**”) AND THESE TERMS, EXCLUDING MODIFICATIONS TO THESE TERMS SET FORTH IN THE APPLICABLE QUOTATION. NO MODIFICATION OR WAIVER OF ANY OF THESE TERMS AND NO ADDITIONAL OR DIFFERENT TERMS OR CONDITIONS WILL BE EFFECTIVE UNLESS EXPRESSLY SET FORTH IN THE QUOTATION OR AGREED TO IN WRITING SIGNED BY ETAS. NO ORAL AGREEMENT, COURSE OF PERFORMANCE, OR OTHER MEANS WILL BE DEEMED TO WAIVE THESE TERMS OR ANY OF THE TERMS OF THE QUOTATION. CUSTOMER’S ACCEPTANCE OF THE PRODUCTS AND/OR SERVICES SOLD HEREUNDER WILL CONSTITUTE CUSTOMER’S ACCEPTANCE OF THE ETAS QUOTATION AND THESE TERMS.

1.2 WITHDRAWAL OF QUOTATION. Unless provided otherwise in the Quotation, in the event Customer does not accept the Quotation within two (2) weeks of receipt thereof, ETAS reserves the right to withdraw the Quotation.

1.3 AGREED USE. ETAS’s delivery of the Products and provision of the Services is solely for the target market where ETAS offers and delivers the Product and/or the Services and solely for the use set forth in the applicable Statement of Work; or in the applicable User Manual (www.etas.com/manuals); or in the product description; or in the service description. Any use of the Products and/or Services by Customer other than as provided in this Section 1.3 is not permitted and will be treated as a material breach of these Terms and ETAS reserves the right terminate any and all rights and licenses to Customer under these Terms.

2. PRICES; TAXES; PAYMENT.

2.1 PRICES; CURRENCY. Unless expressly provided otherwise, prices are per piece in U.S. Dollars or EUR. North American Customer’s facilities will be invoiced in U.S. Dollars. All prices are subject to adjustment, at any time, by ETAS for changes in volume forecasts, economics, or exchange rates as applicable. To the extent Customer’s actual purchases fall short of the volume forecasts upon which the prices were based, any price adjustments by ETAS will be retroactive. All prices are further subject to the shipping terms defined in Section 4 below. ETAS reserves the right to adjust prices due to cost increases resulting from variations in labor rates, material costs, or other costs (including but not limited to variations related to tariffs). To the extent the Products contain raw materials, raw material fluctuations will be reviewed on a quarterly basis. Customer shall pay lump sum for actual material price increases of five percent (5%) or more. Cost estimates or other price indications are non-binding and are subject to change.

2.2 TAXES. The prices are exclusive of any applicable Federal, State, Provincial, or local sales, use, value added tax (“**VAT**”) and other similar taxes or assessments. U.S. sales and use taxes and assessments will be included in ETAS’s invoice, where

applicable, and must be paid by Customer. With respect to copies of Software supplied via download from a Supplier server or any other digital means, pricing does not include VAT. Invoices to Customer will not contain VAT. In case local VAT and/or other local tax are applicable in the territory of Customer, such local VAT and/or other local tax must be paid by Customer. Customer shall be solely responsible for its tax administration and tax liability based upon governing Federal, State, and local laws that relate to these Terms. Each payment by Customer is subject to the terms of this Section 2 and will be made without withholding any taxes, unless required by law. Customer shall inform ETAS of any withholding tax obligation on payments due to ETAS under an invoice as soon as Customer becomes aware of such withholding tax obligation. If ETAS believes that it is eligible for exemption from, or reduction of, any U.S. withholding tax (or other withholding or similar tax of one or more other jurisdictions), ETAS will deliver to Customer a completed, duly executed IRS Form W-9 or Form W-8 (or other appropriate form of such other jurisdiction(s) as required under the laws of such other jurisdiction) valid through the date of payment. In such event, Customer shall promptly deliver to ETAS a certificate evidencing the payment of any tax actually withheld.

2.3 PAYMENT. Unless specified otherwise in the Quotation, terms of payment are net thirty (30) days from the earlier of the date of shipment, delivery, or the date of an invoice, with no discount allowed for early payment. ETAS reserves the right to reclaim any Products and/or cancel any Services that have not been paid for in full and ETAS reserves the right to alter or suspend credit terms or require C.O.D. or advance payment whenever ETAS, in its sole discretion, has reasonable doubt as to Customer’s credit worthiness or the ability of Customer to pay in a timely manner. If Customer becomes delinquent in payment or refuses to accept C.O.D. shipments, ETAS will have the right to, in addition to all other available rights and remedies, cancel any or all Customer orders, withhold further deliveries, and declare all unpaid amounts for Products and/or Services previously delivered immediately due and payable. Amounts past due will be subject to an interest charge of 1.5% per month or the maximum rate allowed by law, whichever is less. Customer shall pay all costs and expenses incurred by ETAS as a result of non-payment or delinquent payment by Customer, including without limitation collection costs, interest, and reasonable attorneys’ fees.

3. CANCELLATIONS AND CHANGES. No cancellations or changes ordered by Customer to the Products and/or Services or any delivery or pickup terms related thereto will be effective without ETAS’s written consent and in the event of any such cancellation or change, ETAS will be entitled to all remedies available by law or equity, including without limitation cancellation costs, warehousing fees, and/or increased prices. At a minimum, Customer will be liable for the following items, or any applicable combination thereof: (a) Products delivered and/or Services performed prior to cancellation or change that comply with the specifications and other requirements of the Quotation; (b) the reasonable cost of raw materials and components that were purchased by ETAS to meet the requirements of the Quotation and that cannot be returned for refund or credit or immediately used for or sold to any of ETAS’s other customers; (c) the reasonable costs to settle all claims by subcontractors for actual costs that are rendered unrecoverable due to cancellation or change; and (d) the reasonable costs of reassignment of ETAS’s employees specifically dedicated to the



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satisfaction of ETAS's obligations under the Quotation, provided ETAS uses reasonable efforts to reassign each such employee.

4. SHIPMENT AND DELIVERY.

4.1 DELIVERY. All delivery dates are estimates only. ETAS's only obligation with respect to delivery dates will be to use reasonable efforts to meet such delivery dates. Unless specified otherwise in the Quotation or otherwise agreed by ETAS in writing, the delivery terms will be as follows: DAP Incoterms® 2020, with packaging included. Unless otherwise instructed, ETAS will ship via industry standard means for the applicable Products. ETAS will not be liable for any delays, breakage, loss, or damage after having made delivery in good order to the first transportation carrier. All claims for loss or damage in transit are to be made by Customer directly to the transportation carrier and the appropriate insurance carrier retained by Customer. Customer shall not make any deductions of any kind from the invoice amount. Unless otherwise specified in the Quotation, standard packing for domestic shipment is included in the quoted price. When special domestic or export packing is requested, Customer will be charged for any additional expenses. Shipments will be deemed accepted by Customer unless written notice of rejection is received by ETAS within ten (10) days after receipt of the Products by Customer. For rejected shipments, Customer will bear the risk of loss or damage to the Products in transit. If ETAS reasonably determines that the rejection was improper, Customer will be responsible for all expenses incurred by ETAS arising from the improper rejection.

4.2 RETURNS AND OTHER DELIVERIES. To the extent Customer requests additional Products other than as set forth in the Quotation (e.g., spare or replacement Products) or otherwise returns Products that are not subject to the warranty terms set forth in Section 9 of these Terms, ETAS will charge Customer a flat rate shipping and packaging fee in addition to the cost of the spare or replacement Products or receipt and processing of returned Products. Customer shall promptly pay ETAS for such fees.

4.3 CUSTOMER DELAY. To the extent Customer is delayed or unable to accept delivery of the Products at the time designated in the Quotation or otherwise agreed (including, but not limited to meeting the specified computer requirements) or Customer does not reasonably cooperate with ETAS for such delivery, ETAS is entitled to claim any loss or damage resulting thereof. Without proof of any actually accrued loss or damage, ETAS reserves the right to invoice Customer and Customer shall pay to ETAS a lump sum fee (a "Delay Charge") for additional expenditures in the amount no greater than one-half percent (0.5%) per month, pro-rated of the price of the delayed or undeliverable Products, not to exceed the aggregate amount of five percent (5%) of the price for the Products. Notwithstanding the foregoing, ETAS may, in its sole discretion, increase the Delay Charge (the monthly fee and/or aggregate amount), provided ETAS presents reasonable evidence of higher loss or damages. To the extent Customer is able to accept partial delivery, ETAS may invoice Customer for such partial delivery, provided partial invoices are reasonable for Customer. Partial delivery will not limit ETAS's ability to recover a Delay Charge for any remaining Products that cannot be timely delivered in accordance with this Section 4.3.

5. FORCE MAJEURE. In the event either ETAS or Customer is unable to fully perform its obligations hereunder (except for Customer's obligation to pay invoices for Products and/or Services) due to events beyond its reasonable control, including without

limitation, acts of God, action by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, pandemics and epidemics, quarantines, wars, sabotage, labor problems (including lockouts, strikes, or slowdowns), inability to obtain power, material, labor, equipment or transportation, or court injunction or order (collectively referred to herein as a "Force Majeure Event"), that party shall be relieved of its obligations to the extent it is unable to perform such obligations. A Party experiencing a Force Majeure Event shall provide reasonable notice of such Force Majeure Event to the other Party. In the event of ETAS's inability to perform due to a Force Majeure Event, ETAS may allocate available goods and materials among its customers and Customer will be entitled to reduce its purchase obligations toward ETAS by the quantities purchased from other sources, but shall not have the right to terminate these Terms.

6. SOFTWARE.

6.1 OWNERSHIP. Notwithstanding anything to the contrary set forth in an applicable Quotation or these Terms, and excluding any OSS (defined below), all ETAS software and firmware that has been loaded onto, incorporated into, or provided by ETAS in connection with the Products or Services (the "Software") is and remains owned by ETAS, its affiliates or their respective licensors. All Software is provided with only a limited right to use as delivered in connection with hardware and/or in accordance with the applicable software license provided to Customer, which may include any of the license provisions provided in Section 6.2, below.

6.2 SOFTWARE LICENSE. To the extent the applicable Quotation incorporates any of the following licenses to the Software, Customer shall be granted a limited, non-exclusive, non-sublicensable, revocable right to use the Software in accordance with the applicable restrictions for a period of one (1) year (or as otherwise agreed in writing by the parties) after receipt of or access is granted to the Software. For the avoidance of doubt, a Quotation may include more than one license type.

6.2.1 MACHINE-BASED LICENSE. A **Machine-Based License** is a workstation license, which authorizes Customer to use the Software on exactly one uniquely identified local physical machine (a "**Workstation**"). At any point in time, each Machine-Based License may only be used on the single applicable Workstation or on one virtual machine on that Workstation. Customer shall provide ETAS with a unique anonymized identification of the Workstation for license verification. The Machine-Based License is activated with a license file obtained from ETAS. Unless otherwise authorized in the product documentation or applicable User Manual, access to the Software through internet or network applications (e.g. Microsoft Remote Desktop or on a server) is not permitted.

6.2.2 USER-NAMED LICENSE. A **User-Named License** is a centrally administered, personal single-user license, which authorizes Customer to use the Software by one uniquely identified user (the "**Named User**"). Each User-Named License may be used solely by the Named User on up to three Workstations or virtual machines on such Workstations, which obtain the license from a server for license management, allocated or controlled by Customer (the "**License Server**"). Customer shall provide ETAS with a unique identification of the Named User and a unique anonymized identification of the License Server for license verification. The User-Based License is activated with a license key obtained from ETAS.

6.2.3 FLOATING LICENSE. A **Floating License** is a concurrent license, which authorizes Customer to use the Software on any single Workstation or in a virtual machine on the Workstation, and which obtains the license from the License Server. Customer shall provide ETAS with a unique anonymized identification of the License Server for license verification. The Floating License is activated with a license file obtained from ETAS.

6.2.4 CORPORATE LICENSE. A **Corporate License** authorizes Customer to use the Software simultaneously by any number of Customer's employees. The Corporate License does not grant Customer any right to distribute or provide access to the Software by third parties, unless specifically agreed in writing by the parties. Customer shall provide ETAS with a unique anonymized identification of the License Server for license verification. The Corporate License is activated with a license file obtained from ETAS.

6.2.5 VOLUME LICENSE. A **Volume License** authorizes Customer to use the Software for a limited, mutually agreed number of reproductions for a given product, project, or platform and/or for a limited period. For a Volume License to be valid, the applicable product, project, or platform must be identified by an unambiguous designation, the processor and compiler type used, and the production years. Customer shall provide ETAS with a unique anonymized identification of the License Server for license verification. The Volume License is activated with a license file obtained from ETAS.

6.2.6 USE-CASE LICENSE. A **Use-Case License** authorizes Customer to use any number of reproductions of the Software solely for a specified product, project, or platform (in each case, the Use-Case License may be referred to as a "**Product License**," a "**Project License**," or a "**Platform License**" respectively). For a Use-Case License to be valid, the applicable product, project, or platform must be identified by an unambiguous designation, the processor and compiler type used, and the production years (if the Software is for production) or the development years (if the Software is for development). Customer shall provide ETAS with a unique anonymized identification of the License Server for license verification. The Use-Case License is activated with a license file obtained from ETAS.

6.3 EULA. In the event any Software contains a click-through, pop-up, or other end-user license agreement (collectively, "**EULA**"), the terms of such EULA shall control over the terms of the applicable Quotation or these Terms to the extent the terms of the EULA conflict with the Quotation or Terms. In the event Customer does not accept the EULA at the time of delivery, (i) Customer shall not use the applicable Software or hardware incorporating such Software for any purpose and return the Software or corresponding hardware within ten (10) days of receipt thereof, and (ii) any use of the Software will be considered an unauthorized use in breach of these Terms and the EULA. Unless expressly agreed otherwise, ETAS has no obligation to provide any updates or upgrades to the Software (including, without limitation correcting any bugs identified by ETAS, Customer, or any third party). Notwithstanding the foregoing sentence, ETAS reserves the right to make the availability of updates, upgrades, and new releases at its sole discretion or conditional upon the existence of a valid service contract.

6.4 SOFTWARE DELIVERY. Unless otherwise agreed in writing, Software will be delivered to Customer in binary code. In the event that the Software is provided in a cloud-based environment or using a server other than the License Server, access to the Software may be subject to a separate agreement related to such cloud or

other server. To the extent that Software is delivered with and designated for use with hardware components provided as part of the Product (e.g., as firmware), Customer shall not use the Software other than with the Product.

6.5 COPIES; MODIFICATIONS. Copies of the Software may be created and installed by Customer solely for the purpose of authorized use in accordance with an applicable license (including the creation of a backup copy, which may be used solely for backup purposes). Except for the foregoing sentence, Customer shall not copy the Software for any reason. Customer shall not remove alphanumeric or other identification from the data, including in the license file provided by ETAS and shall transfer the data onto the back-up copy without modification. Any such change by Customer may cause the License Server to be unable to verify Customer's license. Customer shall not decompile, disassemble, adapt, modify, reverse engineer, fragment parts of, or create derivative works of the Software unless expressly authorized by ETAS in writing.

6.6 OPEN SOURCE SOFTWARE. Products and Services which incorporate Software may contain free or open source software ("**OSS**"). Such **OSS** may be subject to separate third party OSS licensing terms and conditions ("**OSS Terms**"). The OSS Terms come into effect between Customer and the authors of the respective OSS. Under such OSS Terms, ETAS is required to provide the same to Customer and Customer itself has to obey all of the OSS Terms and to fulfill all corresponding obligations in case Customer further disposes of the Products or Services through sales or other transfer to third parties. Such obligations may include, for example, documentation obligations or obligations to provide the source code of any software integrated in a product in which the OSS has also been integrated by Customer. An overview about all OSS components contained in the Products or Services as well as corresponding license text of the OSS Terms (of all originating OSS authors) are available to Customer as part of ETAS's delivery of the Product or Service (e.g., at www.etas.com/GTC-ETASInc, as part of the provided documentation, in a display field within a device, etc.). To the extent that new software versions included in ETAS's Products and Services may contain other and/or additional OSS, the same terms and conditions apply as stated in this Section 6.6.

6.7 CUSTOMER'S USE OF OPEN SOURCE SOFTWARE. Customer shall use reasonable commercial efforts to not combine or request or otherwise cause others to combine the Products (including, but not limited to any Software) and/or Services with any OSS or other data in any manner that would result in the Products and/or Services becoming subject to the terms of an OSS license. For any software provided to ETAS by Customer or on behalf of Customer, Customer shall disclose in writing a list of all applicable OSS Terms and/or third party license terms at the time of delivery of such software to ETAS, and Customer shall indemnify ETAS for all costs, expenses, and damages caused by Customer's failure to disclose OSS Terms and/or third party license terms in software provided by Customer, directed by Customer, or on behalf of Customer.

6.8 ADD-ONS. The Software may contain third-party framework components, which enable communication between different processes and programming languages. Customer may use such components solely for the purpose of developing product extensions ("**Add-Ons**") on interfaces designed for such purpose. To the extent that ETAS provides to Customer other programs or program parts as Add-Ons with the Software, ETAS hereby grants the Customer a non-exclusive, non-transferable, timely limited right to use such Add-Ons for testing and evaluation purposes. Unless



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expressly agreed otherwise in writing, the right to use such Add-Ons shall be limited to a period of fourteen (14) days from the date of installation ("Grace Mode"). The Customer shall not be entitled to use the Add-Ons for series development and/or production nor to provide them to third parties.

6.9 NO REPRODUCTION. Unless otherwise permissible under law or agreed to by ETAS in writing, Customer shall not itself and shall not enable or instruct others to copy/reproduce, reverse engineer, decompile, disassemble, translate, or fragment parts of Products (including, but not limited to the Software) and Customer shall treat such Products as Confidential Information as defined in Section 13 of these Terms.

6.10 REPLACEMENT LICENSE. In the event Customer replaces a Workstation or a Named User subject to a license under Section 6.2.1 thru 6.2.3 (in each case, a "**Re-host**"), ETAS will provide Customer a new License Server Host ID or MAC address as follows: (a) for a Machine-Based License under Section 6.2.1, once every six (6) months; (b) for a User-Named License under Section 6.2.2, once every twelve (12) months; and (c) for a Floating License under Section 6.2.4, once every twelve (12) months. At the time of Re-host, Customer shall delete the previous license and any copies thereof once the Re-host license is received, and upon ETAS's request, confirm such deletion in writing. Customer's continued use of the existing license after receiving the Re-host is an unauthorized use of the Software and is a breach of these Terms. If Customer requires Re-host more frequently as provided in this Section 6.10, ETAS reserves the right to charge Customer to Re-host (including, but not limited to lost license and maintenance fees).

6.11 UPDATES. Unless expressly agreed otherwise in writing or set forth in the applicable Quotation, updates, upgrades, and/or new releases or versions (in each case, an "**Update**") of the Software are not part of the delivery of the Software. ETAS reserves the right to make the availability of any such Updates subject to a separate service contract (a "**Service Contract**"). Notwithstanding the foregoing, to the extent an Update is made available to Customer under a Service Contract or under a warranty, Customer shall promptly install such Update and discontinue using the previous version of the Software. Continued use of the Software without the Update is an unauthorized use of the Software and is a material breach of these Terms.

7. SOFTWARE MAINTENANCE

7.1 INCLUDED SOFTWARE MAINTENANCE. Unless specified in the Quotation or otherwise agreed in writing, delivery of Software will include software maintenance services related to the delivered Software ("**Software Maintenance**") for a period of one (1) year from the date of delivery. ETAS and Customer may negotiate additional Software Maintenance including additional services or beyond the period specified above in this Section 7.1 or the applicable Quotation. The included Software Maintenance only covers the latest program version and services related to all other program versions require a separate agreement between ETAS and Customer. For the avoidance of doubt, Software Maintenance does not include the following: integration of the Software (including but not limited to with third party products); design and development of applications using the Software; Customer's use of the Software other than as specified by ETAS; problems and errors caused by products not supplied by ETAS.

7.2 SERVICES. Unless otherwise agreed upon in writing, the Software Maintenance set forth in Section 7.1 includes the following services: (a) delivery of generally available program updates or new

program versions, which may or may not include defect corrections, functional enhancements and/or adaptations to technical frameworks; (b) delivery of patches and fixes to remedy or bypass critical errors; (c) disclosure of information regarding restrictions, error correction, and/or error avoidance; and/or (d) technical assistance related to installation and use (e.g., "how-to" questions) and/or defects via telephone or e-mail during ETAS's regular U.S. business hours (Monday to Friday, except public holidays).

7.3 NO WARRANTY. ETAS's provision of Software Maintenance is not a representation or warranty that such Software Maintenance will resolve Customer's issues regarding the availability or fail-safe stability of the Software.

7.4 NO TRANSFER. Software Maintenance is solely for the use of Customer and no rights to use Software Maintenance are granted to any third party.

7.5 CUSTOMER'S COOPERATION. To the extent necessary, Customer shall cooperate with ETAS for Software Maintenance (including but not limited to providing additional information such as program code, configurations, protocol data, etc.) and shall enable remote or physical access to its systems for such Software Maintenance.

8. INTELLECTUAL PROPERTY AND INDEMNIFICATION.

8.1 INTELLECTUAL PROPERTY RIGHTS. As between ETAS and Customer, ETAS, its affiliates or their respective licensors exclusively own and shall retain exclusive ownership of all right, title, and interest, including all worldwide patent, trademark, copyright, trade secret, and other intellectual property and proprietary rights (collectively, "**Intellectual Property Rights**") in and related to (a) the Products (including, but not limited to in the Software); (b) the Services; and (c) all other ideas, inventions (whether patentable or not), concepts, designs, methods, processes, software (including source code and object code), data, and works of authorship authored, developed, or conceived by ETAS in connection with the Products or Services, along with all software, functions, and related documentation provided by ETAS or any division or affiliate thereof. ETAS reserves the right to brand, mark, or label the Products or Services and accompanying packaging with ETAS trademarks.

8.2 THIRD PARTY INTELLECTUAL PROPERTY RIGHTS INDEMNIFICATION. ETAS shall indemnify, defend, and hold harmless Customer against all final judgments of infringement in the United States of the Intellectual Property Rights of any third party (specifically excluding claims of infringement of any affiliate of Customer) registered and published in the European Patent Office (EPO) or in one of the following countries: United States, Germany, France, the United Kingdom, or Austria and resulting direct damages and expenses (including reasonable attorney's fees) to the extent arising out of use of any Product or Service as delivered by ETAS, provided ETAS shall have no liability and shall not indemnify, defend, or hold harmless Customer for or against any claim arising from (i) Customer's negligence or willful or intentional acts or omissions; or (ii) any modification or alteration of any Products or Services, unless prior written authorization for such modification or alteration is provided by ETAS in writing; or (iii) use of the Products or Services in combination with any other equipment, software, products or services not supplied by ETAS and the use of such combination was not authorized by ETAS; or (iv) Customer's designs, specifications, requirements, or instructions; or (v) the application or use of any Products or Services which fails to comply with the specification or other written



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instruction from ETAS; or (vi) the implementation of Standardized Technologies, to the extent the indemnification obligation stems from the Standardized Technologies or implementation related thereto (as used herein "Standardized Technologies" means technical specifications or functions (x) adopted by a standards organization (e.g., ETSI or IEEE), (y) defined by research institutes, industrial companies, or market participants to ensure technical conformity or compatibility, or (z) established by common practice in a particular field). For the sake of clarity, no indemnification or warranty is provided for prototypes.

8.3 INFRINGEMENT REMEDIES. ETAS shall be entitled, at its discretion, to: (i) obtain a right of use for a Product or Service alleged to infringe an Intellectual Property Right, (ii) to modify the Product or Service so that it no longer infringes the Intellectual Property Right, or (iii) to replace the Product or Service with a substantially similar substitute that no longer infringes the Intellectual Property Right. ETAS reserves the right to carry out the actions of (i)-(iii) in the sentence above at its disposal even if the infringement of the Intellectual Property Right has not been ruled on by a court of law with res judicata effect or acknowledged by ETAS. If ETAS determines that options (i), (ii), or (iii) are not reasonably available, ETAS shall be considered to have fulfilled its obligations under this Section 8 by returning the fees paid by Customer for Products or Services which are subject to the infringement claim.

8.4 INDEMNIFICATION FROM CUSTOMER. To the fullest extent permitted by applicable law, and subject to the conditions applicable to claims by Customer against ETAS under Section 8.2, Customer shall indemnify, defend, and hold harmless ETAS, its affiliates, and their respective directors, officers, employees, successors, and assigns for all claims, liabilities, damages, costs, and expenses (including reasonable attorney fees) asserted by a third party (specifically excluding any affiliate of ETAS) and incurred by ETAS in connection with such claims (including lawsuits, administrative claims, regulatory actions, and other proceedings to recover for personal injury or death, property damage, or economic losses) to the extent caused by: (i) Customer's or ETAS's infringement or misappropriation of any Intellectual Property Rights of any third party caused by (a) Customer's technology, products, or services, or ETAS's use thereof in accordance with these Terms or any applicable Quotation, or (b) any modification or alteration of any Products or Services by Customer, unless prior written authorization for such modification or alteration is provided by ETAS in writing; or (ii) bodily injury or property damage resulting from Customer's integration of the Products or Services into vehicle systems or other components within the vehicle system in a manner that is not approved by ETAS or in compliance with all applicable laws; or (iii) any negligent or willful act or omission of Customer or any of its employees or agents; or (iv) Customer's failure to comply with representations, performance, or obligations under these Terms or the applicable Quotation; or (v) any design, hardware, software, data, instructions, requirements, or material expressly required or supplied by Customer.

8.5 INDEMNIFICATION NOTICE. The indemnified Party under Sections 8.2 or 8.4 shall give prompt written notice to the indemnifying Party of the claim for which it seeks indemnification (provided that the failure to give such notice will not relieve the indemnifying Party of its obligations under Sections 8.2 or 8.4, except to the extent that such failure materially prejudices the indemnifying Party's ability to carry out its obligations under Sections 8.2 or 8.4). The indemnifying Party will assume and direct

the defense and settlement of any such claim with counsel of the indemnifying Party's reasonable choosing; the indemnified Party will provide the indemnifying Party, at the indemnifying Party's expense, with such information and assistance as may be reasonably necessary for the defense and settlement of the claim. Customer will not settle or resolve any such claim without the advance written approval of ETAS, approval not to be unreasonably withheld or delayed, unless such settlement or resolution includes a full and unconditional release of ETAS with no admission of guilt from ETAS or its affiliates.

9. WARRANTY AND RECALL.

9.1 PRODUCT WARRANTY. Unless stated otherwise in the Quotation, ETAS warrants that Products will materially conform to the applicable specifications and will be free of material defects in design (to the extent that ETAS furnishes the design), material, and workmanship. Unless otherwise specified in the Quotation, the warranty will be for a period of twenty-four (24) months (the "Warranty Period"), commencing with the Product delivery date. If the Product delivery date cannot be readily ascertained, the Product build date will be used in lieu thereof for the purpose of the warranty set forth in this Section 9.1. The Warranty Period does not restart due to delivery of any replacement or repair of Defective Products. For the warranty remedies under this Section 9 to apply, Customer must submit all notices for Product warranty claims no later than (i) fifteen (15) days after receipt of the Products for Products that are damaged, non-operational or otherwise defective upon receipt by Customer, and (ii) immediately upon discovery for all other claims of quality defects. For claims under Section (i) above, adhesive box labels, content labels and any tally sheets or control slips enclosed with the shipment must be submitted with the notice of claim. The date of the warranty claim shall be the date on which ETAS receives the notice of defect.

9.2 WARRANTY REMEDY. For Products which do not conform to the warranty set forth in Section 9.1 within the Warranty Period (in each case a "Defective Product"), ETAS shall, free of charge to Customer, and at ETAS's sole option: provide replacement Products, repair the Defective Products (either at ETAS's or Customer's facilities at ETAS's sole discretion), provide credit in a fair amount not to exceed the purchase price, provided that Customer has returned to ETAS 100% or a statistically relevant share, as mutually agreed upon, of any Defective Product evidenced by Customer to be non-conforming. ETAS shall have the right to request reasonable evidence of and impose reasonable requirements for submission of a warranty claim, including without limitation printouts of diagnostic test results performed at Customer's facilities and all relevant Vehicle Data (as defined below). With respect to Software, an alleged claim must be reproducible and must occur in the latest version of the Product used by Customer to be subject to the warranty in Section 9.1. Customer shall reasonably cooperate with ETAS for any review or remedy of a Defective Product and shall take all steps necessary to limit damages due to the Defective Product and shall ensure that backups of all programs and data are conducted on a reasonable and regular basis.

9.3 WARRANTY EXCEPTIONS. As a component, proper functioning of the Product is dependent upon the integration of the Product into the entire vehicle system, other components within the system, the interaction of the system with the environment and the placement of the Product in the vehicle. Since the vehicle system, its environment and the placement are not controlled by ETAS,



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warranty issues and potential recalls related to the system, Product placement, or Product environment are not the responsibility of ETAS. The Product warranties set forth in Section 9.1 will not apply to any non-conformance in the Product arising from or related to: (i) accident, neglect, abuse, abnormal environmental conditions, use contrary to the specifications, or improper storage or handling of the Product occurring after delivery to Customer or its designated recipient; or (ii) modifications of the Product made by Customer or for Customer after delivery of the Product; or (iii) if applicable, operation of the specific system into which the Product is incorporated; or (iv) design, software, data, or material expressly required or supplied by Customer; or (v) failure to meet any prerequisites or collaboration duties of Customer; or (vi) Customer's integration of the Product into vehicle systems or other components within the vehicle system in a manner that is negligent, or not approved by ETAS, or not reasonably foreseeable for the Products. For the warranty under Section 9.1 to apply, Customer shall submit all Product warranty claims no later than ten (10) calendar days after first becoming aware of the Defective Product.

9.4 RECALLS. If Customer believes a recall is required by law and, in whole or in part, is caused by the Products, Customer shall give prompt written notice to ETAS, keep ETAS at all times fully informed, and consult with ETAS on the actions to be taken. Such prompt written notice is also required in the event of any Product-related incident such as fire, accident, malfunction causing injury, or loss of control of a vehicle, and Customer shall accompany such notice with all information available to Customer. Unless required by applicable laws, Customer shall not respond to inquiries of any Federal or State agency relating to the Products without prior consultation with ETAS. Prior to any recall involving the Products, ETAS shall have the right to perform a full investigation, including without limitation to inspection and testing (including destructive testing) of the Products involved, vehicle history, scene investigation, and copies of all witness statements, reports, analysis, and tests performed by or on behalf of or in the possession of Customer. Customer shall give ETAS full support for such investigation. In the event that a recall is determined to be legally required, both parties agree to negotiate a fair and equitable reimbursement of a share of Customer's direct expenses incurred for such recall. Such allocation shall take into consideration the portion of each Party's responsibility, the cost of the Products or Services involved, the other cause(s) of the recall, and the strength and the nature of the evidence concerning the defect and its cause(s).

9.5 SERVICE WARRANTY. Unless otherwise provided in the Quotation, ETAS warrants the Services will be performed in a workmanlike manner and in accordance with generally accepted industry standards. For any breach of this Services warranty, Customer must provide a claim specifying in reasonable detail the nonconformance, and ETAS shall exercise commercially reasonable efforts to re-perform the identified nonconforming Services. If ETAS concludes that re-performance of these non-conforming Services is impracticable, then ETAS will refund the fees paid by Customer to ETAS allocable to those nonconforming Services and ETAS will have no further liability. For the warranty under Section 9.5 to apply, Customer shall submit all Service warranty claims no later than ten (10) calendar days after first receipt of the Services.

9.6 NO OTHER WARRANTIES. THE PRODUCT AND SERVICE WARRANTIES CONTAINED IN THIS SECTION 9 ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED

INCLUDING OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM INFRINGEMENT OF THIRD PARTY RIGHTS, INCLUDING WITHOUT LIMITATION INTELLECTUAL PROPERTY RIGHTS. LOSS OF PROFIT OR REVENUE, LOSS OF GOODWILL, OR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES ARISING OUT OF OR RELATING TO THE PRODUCTS OR SERVICES ARE EXPRESSLY EXCLUDED. THE REMEDIES SET FORTH IN THIS SECTION 9 REPRESENT CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY ETAS BREACH OF ANY WARRANTY, WHETHER OR NOT DAMAGES RELATED TO ANY ETAS BREACH OF ANY WARRANTY WERE FORESEEABLE OR SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

10. TERMINATION/CANCELLATION.

10.1 ETAS may terminate the Customer's purchase order/acceptance of the Quotation: (a) upon written communication to Customer in the event Customer breaches any material term of the Quotation or these Terms, provided Customer has not remedied the breach within thirty (30) days of ETAS providing notice to Customer of such breach; or (b) if Customer becomes insolvent or makes an assignment for the benefit of creditors, or Customer institutes any voluntary proceeding under bankruptcy, reorganization, arrangement, readjustment of debt, or insolvency law of any jurisdiction or for the appointment of a receiver or trustee in respect to any of Customer's property, then termination shall be automatic and immediate; however, in the event any such proceeding is initiated by a third party against Customer, termination will be automatic if the such proceeding is not dismissed or cured by Customer within thirty (30) days after the filing thereof. ETAS shall not be liable to Customer for any claims arising out of or based on termination in accordance with this Section 10.1.

10.2 In the event that Customer cancels the program after business award but before the agreed upon end of program duration, Customer shall reimburse ETAS for reasonable cancellation charges for unrecoverable costs and investments, including without limitation capital equipment, finished Products, cost of all work in process, ETAS paid tooling or licenses (including software licenses and maintenance agreements), engineering costs, application costs, development services, samples, and material obsolescence. Customer shall pay such cancellation charges in accordance with Section 2.

11. VALIDITY OF QUOTATION. Any Quotations issued subject to these Terms will be valid for 30 days from the date of issuance unless stated otherwise in the Quotation.

12. GOVERNMENT CONTRACTS. If Products and/or Services are purchased under a government contract or sub-contract, Customer shall promptly notify ETAS of the provisions of any government procurement laws and regulations which are required to be included in the contract covering the Products and/or Services ordered. If compliance with such provisions increases ETAS's costs or liability, or encumbers any ETAS Intellectual Property Rights, ETAS will be entitled, at its option, to adjust the prices accordingly, request separate payment of the additional costs, or terminate this



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Agreement. Customer shall be responsible for all costs incurred by ETAS related to such compliance.

13. CONFIDENTIAL INFORMATION. Any and all non-public information and data concerning the Products, Services, or any other transaction covered hereunder which ETAS discloses to Customer, is generated by the Products or Services, or which Customer otherwise obtains knowledge of hereunder, and any non-public technical, financial, or business information, trade secrets, orders, content, prototype, passwords, license keys, or other information provided by ETAS to Customer (collectively, "**Confidential Information**") remains the exclusive property of ETAS and shall not be disclosed by Customer to third parties without ETAS's express written consent. Confidential Information shall be held in confidence and shall not be disclosed and shall not be used except to the extent necessary to carry out Customer's obligations or express rights hereunder, unless otherwise authorized by ETAS in writing. For the sake of clarity, Customer shall have no right whatsoever to such Confidential Information other than to use it for evaluation for the purpose of the transaction covered hereunder. If the Customer is compelled by law to disclose ETAS's Confidential Information, and a protective order or other remedy is not obtained, Customer shall furnish only that portion of the Confidential Information that is legally required and Customer shall use commercially reasonable efforts to obtain assurance that confidential treatment shall be accorded the Confidential Information. This Section 13 (Confidentiality) shall survive the termination or expiration of any purchase order, accepted Quotation, or other termination of Customer's use of or Customer's right to use the Products and/or Services.

14. REMEDIES/LIMITATION OF REMEDIES. ETAS's rights and remedies set forth herein shall be in addition to any legal or equitable right or remedy available to ETAS. No waiver of any of ETAS's rights or remedies shall be effective without ETAS's express written consent. Customer's sole and exclusive remedy after acceptance of the Products or Services shall be the remedy available under the respective warranty provision.

15. LIMITATION OF LIABILITY.

15.1 ETAS, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, AND AGENTS SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOSS OF BUSINESS, REVENUE, PROFIT, OR GOODWILL, DOWNTIME COSTS, DAMAGE TO ASSOCIATED EQUIPMENT, COST OF SUBSTITUTE GOODS, FACILITIES, OR SERVICES, OR CLAIMS OF CUSTOMER'S CUSTOMERS FOR SUCH DAMAGES, OR OTHER COMMERCIAL OR ECONOMIC DAMAGES OR COSTS, THAT MAY ARISE OUT OF, IN CONJUNCTION WITH, OR RELATE TO THE FAILURE OF ANY PRODUCTS, PROTOTYPES, SOFTWARE, OR SERVICES PROVIDED BY ETAS, UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION.

15.2 IN NO EVENT SHALL THE TOTAL LIABILITY OF ETAS, ITS AFFILIATES, AND THEIR RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES,

SUBCONTRACTORS, AND AGENTS TO CUSTOMER FOR LOSSES OF ANY KIND, WHETHER UNDER ANY LEGAL THEORY OR CAUSE OF ACTION, INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, WARRANTY, INDEMNIFICATION, STRICT LIABILITY, OR FEDERAL, STATE, OR LOCAL STATUTE, ORDINANCE, OR REGULATION EXCEED, EITHER CUMULATIVELY OR IN THE AGGREGATE: TEN PERCENT (10%) OF THE TOTAL AMOUNTS PAID BY CUSTOMER TO ETAS AS SET FORTH IN THE APPLICABLE QUOTATION FOR THE PRODUCTS, PROTOTYPES, SOFTWARE OR SERVICES GIVING RISE TO A CLAIM.

16. EXPORT. Customer will not sell, distribute, resell, or transfer (hereinafter collectively, "**Transfer**") any Product or Services, including commodities, software and technology/technical data, plans, and specifications relating to the Product or Services (collectively, "**Export Control Products**") or take any actions in relation to or in furtherance of these Terms, which are contrary to U.S. Export Regulations, including but not limited to U.S. Department of Commerce Export Administration Regulations ("**EAR**"), the U.S. Treasury Office of Foreign Assets Controls ("**OFAC**"), U.S. Department of State International Traffic in Arms Regulations ("**ITAR**"), or any other applicable export control, import control, and economic sanction laws and regulations of the US or any country or countries (collectively, "**Export/Import Control Laws**"). Customer further acknowledges that Export/Import Control Laws, include but are not limited to, prohibitions against: (a) Transfer any product to U.S. embargoed countries (currently, Cuba, Iran, North Korea, Syria, and Sudan); (b) Transfer of ITAR product to any country with which the U.S. maintains an Arms Embargo; (c) Transfer of certain EAR controlled product for China, Russia, and Venezuela military end-use; (d) Transfer to certain OFAC sanctioned persons or countries; and (e) other restrictions as defined in the Export/Import Control Laws. Customer will immediately notify ETAS and cease activities with respect to a sale if Customer knows or has a reasonable suspicion that an Export Control Product has been or may be exported, re-exported, transferred, or released in violation of Export/Import Control Laws. Unless otherwise mutually agreed in writing, Customer agrees that it will not use an Export Control Product in connection with any activity involving nuclear fission or fusion, any use or handling of any nuclear material, or any nuclear, chemical or biological weapons. Customer shall defend, indemnify, and hold ETAS harmless from any and all losses suffered by ETAS as a direct result of Customer's or its customers' non-compliance with Export/Import Control Laws. ETAS will not be liable to Customer for failure to provide Products, prototypes, Services, transfers, or technical data as a result of any government actions that impacts ETAS's ability to perform, including: (a) the failure to provide or the cancellation of export or re-export licenses; or (b) any subsequent interpretation of applicable import, transfer, export, or re-export law or regulation after the date of any order or commitment that has a material adverse effect on ETAS's performance.

17. ELECTRONIC DATA EXCHANGE; VEHICLE DATA; PRIVACY.

17.1 ELECTRONIC DATA EXCHANGE. ETAS supports most electronic data exchange systems. Each party bears responsibility for its data input and for the part of the system for which it is responsible.



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17.2 VEHICLE DATA. Customer hereby grants to ETAS the unlimited right to use and sublicense to ETAS affiliates, agents, consultants, and subcontractors the unlimited right to use Vehicle Data (defined below) or any portion thereof, wherein such use may include, without limitation, copying, aggregating, creating derivatives, and/or anonymizing such Vehicle Data, for the following purposes: (i) the investigation of any accidents or claims related to a defect, failure, or alleged defect or failure of ETAS's Products or Services; (ii) research and development related to improvement, analyses, and modification of ETAS's Products and/or Services; (iii) the defense of any claim against ETAS brought by Customer or any third party; and (iv) any other purpose as mutually agreed in writing between the parties. To the extent ETAS does not have direct access to or does not directly receive Vehicle Data, Customer shall provide access or otherwise deliver to ETAS all Vehicle Data in the possession of Customer within thirty (30) days after written request from ETAS or on a continual basis, if mutually agreed between the parties. ETAS shall not disclose Vehicle Data to any third party, other than (i) affiliates, and (ii) agents, consultants, and subcontractors contractually required to maintain the confidentiality of Vehicle Data. As used herein, "**Vehicle Data**" means any and all data produced, collected, transmitted, or processed by ETAS's Products or Services, including without limitation components, systems, modules, and electronic control units.

17.3 PROTECTION OF PERSONAL INFORMATION. The terms of the Data Protection Addendum, available upon request, are hereby incorporated by reference and shall apply to the extent that Vehicle Data includes Personal Data (as defined below) or ETAS processes Personal Data for or on behalf of Customer as part of the Services, ETAS and Customer shall complete ETAS's Data Protection Addendum. "**Personal Data**" means any information relating to any identified or identifiable natural person.

18. COMPLIANCE WITH LAWS. Each party represents and warrants to the other party that it and its employees and agents are and will continue to be in compliance with all applicable laws and regulations relating to its performance under the Quotation and these Terms, including without limitation laws associated with testing and evaluation of vehicles and prototypes on a public roadway, and any laws or regulations relating to the processing of Vehicle Data. The applicable laws and regulations that ETAS must comply with are only those jurisdictions set forth in the applicable Quotation.

19. SET-OFF. Customer is not entitled to and shall not set-off any amounts due or allegedly due from ETAS to Customer from Customer's debts towards ETAS.

20. ASSIGNMENT. Neither Party shall assign its rights or obligations hereunder without the other Party's prior written consent. A corporate reorganization, which does not result in a change of control or beneficial owner, will not be deemed an assignment. Any attempted assignment in violation of this Section 20 shall be null and void.

21. RELATIONSHIP OF THE PARTIES. Customer and ETAS are independent contracting parties. Nothing hereunder or in the course of performance under the Quotation or these Terms will grant either Party the authority to create or assume an obligation on behalf of or in the name of the other Party or will be deemed to create the relationship of joint venture, partnership, association, or employment between the Parties.

22. SEVERABILITY. In the event that any provision of these Terms or the Quotation is declared by a court to be void or unenforceable, the validity of any other provisions and of the entire Terms or the Quotation will not be affected thereby.

23. APPLICABLE LAW; ARBITRATION. These Terms, the Quotation, and all disputes between the Parties arising out of or related thereto shall be governed by the laws of the State of Michigan except for its choice of law rules; the United Nations Convention on the International Sale of Goods shall not apply. The Parties acknowledge that these Terms and the applicable Quotation evidences a transaction involving interstate commerce. The Parties shall first endeavor to resolve through good faith negotiations any dispute arising under or relating to these Terms and the applicable Quotation. If a dispute cannot be resolved through good faith negotiations within thirty (30) days either Party may request non-binding mediation by a mediator approved by both Parties. If mediation fails to resolve the dispute within thirty (30) days after the first mediation session, then, upon notice by either Party to the other, any and all disputes, controversies, differences, or claims arising out of or relating to these Terms and the applicable Quotation (including the formation, existence, validity, interpretation (including of this Arbitration clause), breach, or termination thereof) shall be resolved exclusively through binding arbitration, except that either Party shall have the right, at its option, to seek injunctive relief, under seal to maintain confidentiality to the extent permitted by law, (i) in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan, or (ii) pursuant to the American Arbitration Association ("AAA") Optional Rules for Emergency Measures of Protection. A request by a Party to a court of competent jurisdiction for such interim measures shall not be deemed incompatible with, or a waiver of, this agreement to arbitrate. The Parties agree that any ruling by the arbitration tribunal on interim measures shall be deemed to be a final award for purposes of enforcement. The arbitration proceedings shall be conducted in accordance with the Commercial Arbitration Rules of the AAA including application of the Optional Rules for Emergency Measures of Protection as amended from time to time, except as modified by this clause or by mutual agreement of the Parties, and shall be governed by the United States Federal Arbitration Act. Within 14 days after the commencement of arbitration, each Party shall select one person to act as arbitrator and the two selected shall select a third arbitrator within ten (10) days of their appointment. If the arbitrators selected by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA. The arbitration shall be conducted in Detroit, Michigan, and the language of the arbitration shall be English. The arbitrators' award shall be final and binding. The arbitrators shall issue a written opinion setting forth the basis for the arbitrators' decision. The written opinion may be issued separately from the award, in the arbitrators' discretion. Each Party shall bear its own attorney fees and costs, and each Party shall bear one half the cost of the arbitration hearing fees, and the cost of the arbitrators, unless the arbitrators find the claims or defenses to have been frivolous or harassing, in which case the arbitrators may award the party responding to such frivolous or harassing claims/defenses its costs



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of the arbitration and/or reasonable attorney fees, in the arbitrators' discretion. Either Party may apply to have the arbitration award confirmed and a court judgment entered upon it. Venue for confirmation of or any challenge to the Arbitration Award shall be in either the Michigan Circuit Court for the County of Oakland or the United States Court for the Eastern District of Michigan and shall be done under seal to maintain confidentiality to the maximum extent permitted by law. The arbitrators shall have no authority to award punitive damages or any other damages excluded herein, to the maximum extent permitted by law. Except as may be required by law, neither a Party nor their counsel nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.

24. SURVIVAL. Any right or obligation of a Party which, by its nature or context is intended to survive termination or expiration of the applicable Quotation or these Terms, will survive any such termination or expiration, including without limitation Sections 2.3, 9.6, 12-24.