

General Terms and Conditions for Software Licensing, Software Maintenance and Support

1. Scope of application and definitions; terms and conditions

1.1. Scope of application

These General Terms and Conditions for Software Licensing, Software Maintenance and Software Support – hereinafter referred to as "**Software Terms and Conditions**" – shall apply to all legal transactions between AVL Deutschland GmbH – hereinafter referred to as "**AVL**" – and the commercially active contractual partner – hereinafter referred to as "**LICENSEE**" – concerning the licensing (including the granting of rights), maintenance and/or support of software programs.

In addition to the delivery of software programs, the term "licensing" shall also include the download of software programs (including the associated documentation) by the Licensee.

1.2. Supplementary Terms and Conditions of AVL

AVL's General Terms and Conditions of Delivery shall apply in addition to these Software Terms and Conditions. In the event of a conflict between these Software Terms and Conditions and the General Terms and Conditions, the Software Terms and Conditions shall take precedence.

1.3. No terms and conditions of business of the LICENSEE

Any terms and conditions of the LICENSEE that conflict with or deviate from the Software Terms and/or the General Terms and Conditions of the LICENSEE shall not become part of the contract even if AVL does not expressly object to their inclusion. Should the LICENSEE not agree thereto, it must notify AVL thereof in writing without undue delay.

Any reference to the LICENSEE's General Terms and Conditions of Business on a form is hereby expressly rejected.

1.4. Definitions

In addition to the other definitions contained in these Software Terms and Conditions, the following definitions shall apply:

"AVL CARE SUPPORT (AVL CARE)" means special telephone support for those LICENSEES who have entered into an AVL CARE AGREEMENT.

"AVL SOFTWARE SUPPORT" or "SUPPORT" for short means the supplies and services specified in Item 7.1(1).

"AVL SOFTWARE MAINTENANCE" or "MAINTENANCE" for short means the supplies and services specified in Item 7.1(2).

"DOCUMENTATION" means those user manuals supplied to the LICENSEE by AVL.

"ENHANCEMENT RELEASE" means a new version of the SOFTWARE that contains significant additional functionality. Whether consideration for an ENHANCEMENT RELEASE is due shall be governed by the terms of the LICENSE AGREEMENT. ENHANCEMENT RELEASES shall usually be made available to the LICENSEE once or twice a year.

"ERROR" means any adverse deviation of the SOFTWARE from the contractually agreed specifications (e.g. as set forth in the LICENSE AGREEMENT or DOCUMENTATION). In particular, an ERROR is an unexpected event that causes the SOFTWARE to stop working or otherwise adversely affects its productive operation.

"HARDWARE" means hardware components such as equipment, devices, computer or network components.

"HOTLINE" means the LICENSEE's telephone point of contact for advice and assistance regarding the function, functionality and/or application of the SOFTWARE.

"LICENSE" means the contractually granted right of the LICENSEE to use the SOFTWARE of AVL pursuant to the LICENSE AGREEMENT and (in addition) pursuant to these Software Terms and Conditions.

"LICENSE AGREEMENT" means the respective agreement between the LICENSEE and AVL in which the SOFTWARE provided by AVL to LICENSEE is specified.

"MAINTENANCE RELEASE" means an improved and/or corrected version of the SOFTWARE which includes, for example, a higher execution speed, a minor improvement in functions, accuracy or user-friendliness and/or the correction of ERRORS. AVL may provide separate MAINTENANCE RELEASES for each ENHANCEMENT RELEASE.

"PATCH" means a modified version or component of the SOFTWARE.

"PRODUCT EXPERT SUPPORT" means AVL's provision of extensive knowledge and expertise on the use of the SOFTWARE.

"REMOTE SUPPORT" means the determination of the actual status and/or the activities to remedy an ERROR that has occurred as well as the recording of problems with the SOFTWARE by means of telecommunications infrastructure. The recorded data and processes are analyzed by AVL with regard to deviations from the actual to the target status.

"SOFTWARE" means the software components used in the LICENSE AGREEMENT and/or the SOFTWARE SERVICE AGREEMENT.

"SOFTWARE GENERATION" means a generation of the SOFTWARE based on a particular and fundamentally specified software, hardware and/or system platform/technology.

"SOFTWARE SERVICE AGREEMENT" means the respective agreement between AVL and LICENSEE for the provision of MAINTENANCE and/or SUPPORT. A distinction must be made between the following SOFTWARE SERVICE AGREEMENTS:

(i) SOFTWARE MAINTENANCE AGREEMENT:

A standard agreement, renewable annually, for the provision of MAINTENANCE for the SOFTWARE and the availability of the HOTLINE. A SOFTWARE MAINTENANCE AGREEMENT cannot be concluded for such SOFTWARE that has been customized for the LICENSEE; however, an AVL CARE AGREEMENT can be concluded for such customized SOFTWARE.

(ii) SOFTWARE MAINTENANCE & SUPPORT AGREEMENT: A standard annually renewable agreement for the provision of MAINTENANCE for the SOFTWARE and the availability of the HOTLINE and the PRODUCT EXPERT SUPPORT. A SOFTWARE

MAINTENANCE & SUPPORT AGREEMENT cannot be concluded for customer-specific SOFTWARE. For such software, an AVL CARE AGREEMENT can be concluded.

(iii) AVL CARE AGREEMENT: A customer-specific agreement for the provision of MAINTENANCE for the SOFTWARE as well as the provision of the AVL CARE SUPPORT and the PRODUCT EXPERT SUPPORT for a certain period of time.

"SOFTWARE SUBSCRIPTION AGREEMENT" means a LICENSE AGREEMENT pursuant to which SOFTWARE is licensed for a limited period of time and directly includes SOFTWARE MAINTENANCE and SUPPORT.

"THIRD PARTY SOFTWARE" and **"OPEN SOURCE SOFTWARE"** means software provided and developed by third parties. OPEN SOURCE SOFTWARE is also subject to terms of use that may include sharing or disclosing the source code of the software.

"SPECIFIED HARDWARE" means the HARDWARE, if any, specified in the LICENSE AGREEMENT or otherwise by type, quantity and location of installation or use.

2. Installation and use of the SOFTWARE; HARDWARE specifications; additional services

2.1. Installation of the SOFTWARE

In the course of the installation of the SOFTWARE, AVL or the LICENSEE may install a THIRD-PARTY SOFTWARE, if applicable, and use it for a limited period of time. This THIRD-PARTY SOFTWARE is subject to the respective terms and conditions of the manufacturer and is made

available by AVL without any warranty, liability or assurance.

AVL shall not provide any services of its own in relation to THIRD-PARTY SOFTWARE, in particular no maintenance or servicing services. The LICENSEE acknowledges that it may have to purchase or obtain new versions or other supplies or services relating to the THIRD-PARTY SOFTWARE directly from the manufacturer or the manufacturer's sales partner.

2.2. Use of the SOFTWARE; prohibitions of use

Unless expressly agreed otherwise, a LICENSE granted by AVL shall entitle the LICENSEE to non-exclusive use of the SOFTWARE in the version provided to it together with the associated DOCUMENTATION for the purpose defined in the LICENSE AGREEMENT and during the period specified in the LICENSE AGREEMENT. The specific scope of the LICENSE as well as the details of the usage model (e.g. concurrent user, named user, server license) are specified both in the LICENSE AGREEMENT and also in these Software Terms and Conditions.

Subject to the SOFTWARE being installed, loaded into the RAM and data being downloaded from the ongoing use thereof, the LICENSEE shall not be entitled, without AVL's express prior written consent, to:

- a) to reproduce or modify the SOFTWARE,
- b) to make available, sell, rent, sublicense or otherwise transfer the SOFTWARE to third parties,
- c) to install and use the SOFTWARE on any HARDWARE other than the SPECIFIED HARDWARE,
- d) to use the SOFTWARE in the operation of a service bureau or similar facility for the sale or rental of computer or information services; and/or
- e) to use techniques of any kind whatsoever to reproduce the source code in whole or in part from the binary software or to obtain knowledge of the structure and design of the implemented SOFTWARE and HARDWARE,

unless such actions are expressly permitted to the LICENSEE for the intended use of the SOFTWARE or on the basis of mandatory statutory provisions.

The LICENSEE shall be entitled to make backup copies of the SOFTWARE to the extent necessary to secure the intended use of the SOFTWARE.

2.3. License keys; additional licenses; technical protective measures

The LICENSEE shall, where applicable, receive a LICENSE key from AVL after conclusion of the LICENSE AGREEMENT. For the purpose of ensuring that the SOFTWARE is used with a valid LICENSE key, the SOFTWARE communicates with the servers of AVL's service provider responsible for license tracking. This process only collects IT host information that can be

provided to the LICENSEE upon request. AVL will not disclose any of the information collected during the license tracking process to any third party except (i) to AVL's service provider responsible for license tracking, (ii) if required by law or order of a court of competent jurisdiction, or (iii) to enforce compliance with these Software Terms and Conditions.

To the extent that the SOFTWARE made available to the LICENSEE contains software or functions for technical reasons that are not covered by the LICENSE granted to the LICENSEE (e.g. open source software or additional functions subject to payment), such software may only be used after the LICENSEE has been granted an express right of use with respect to such software and functions. Unless expressly agreed otherwise, the LICENSEE shall procure this right of use from the respective holder of these rights on its own responsibility and at its own expense.

The SOFTWARE provided may contain technical measures or safeguards to prevent unauthorized access to such unlicensed software.

2.4. SPECIFIED HARDWARE

To the extent that any hardware components are specified in the LICENSE AGREEMENT (e.g., because the SOFTWARE is can only be run on such hardware components), the LICENSE is limited to the use of the SOFTWARE

- (i) on the SPECIFIED HARDWARE; and
- (ii) at the agreed place of installation.

2.5. Modification of the SPECIFIED HARDWARE

The LICENSEE may modify the SPECIFIED HARDWARE in accordance with the following procedure.

The LICENSEE shall notify AVL in advance in writing of the intended change to the SPECIFIED HARDWARE and obtain AVL's written consent. Any change to the SPECIFIED HARDWARE may delay the time required to install the SOFTWARE.

2.6. Additional Services by AVL

In the absence of any provision to the contrary, the LICENSE AGREEMENT shall exclusively pertain to the provision of the SOFTWARE specified therein for use on the SPECIFIED HARDWARE (if any).

Any additional services shall not be covered by the license fee, but instead be invoiced separately to the LICENSEE on the basis of the prices applicable at the time of performance. These include, but are not limited to, the following services:

- (i) The supply of data carriers by AVL, insofar as such are not part of a HARDWARE supplied by AVL;
- (ii) Analysis and elimination of malfunctions caused by improper handling, operating errors or other circumstances beyond AVL's control;

(iii) Implementation and training;

(iv) Improvements (i.e. updated versions of the SOFTWARE) offered to the LICENSEE which facilitate operation, reduce hardware occupancy times or improve specifications and/or ways to use of the SOFTWARE.

2.7. In the event that OPEN SOURCE SOFTWARE is part of the SOFTWARE transfer, AVL shall, at the written request of LICENSEE and in return for payment of any costs incurred (e.g. shipping costs), meet the obligations to disclose and/or pass on the source code (e.g. make it available for download), insofar as such obligations arise from the relevant terms of use of the OPEN SOURCE SOFTWARE concerned.

3. Protection of industrial property rights and intellectual property; protection of secrets

3.1. Any and all intellectual property (including any patent rights), copyrights and trademark rights shall remain the sole property of AVL or the respective holder of the rights.

3.2. The LICENSEE shall be responsible for protecting and safeguarding AVL's ownership and other rights to the licensed SOFTWARE, in particular to protect intellectual property rights, industrial property rights and copyright. Insofar as these Software Terms and Conditions and/or mandatory statutory regulations prohibit the making of copies or the making of changes to the SOFTWARE by the LICENSEE, the LICENSEE must in any case affix on the original version of the licensed SOFTWARE the AVL copyright notice and any other notices of AVL's industrial property rights in the same manner as they are contained.

3.3. The LICENSEE shall be obliged to keep secret all information about the SOFTWARE as well as the methods and procedures used which are necessary for the development and/or use of the SOFTWARE and to protect such information from unauthorized access, disclosure, reproduction, use and other misuse by third parties not involved in the performance of the agreement, insofar as such information constitutes business secrets pursuant to Section 2 no. 1 of the German Business Secrets Act (Geschäftsgeheimnisgesetz - GeschGehG). This obligation continues to exist also after the SOFTWARE has been modified or connected with other programs.

The LICENSEE is obliged to take all reasonable measures to comply with the above obligation to protect secrets. In any event, the LICENSEE shall be strictly prohibited, regardless of the purpose, from engaging in reverse engineering pursuant to Section 3 (1) no. 2 of the German Business Secrets Act Act (Geschäftsgeheimnisgesetz - GeschGehG) with regard to trade secrets and/or other confidential information.

Further statutory claims by AVL vis-à-vis the LICENSEE, in particular, but not conclusively, those pursuant to Section 4 in conjunction with Sections 6 et seqq. of the German Business Secrets Act Act (Geschäftsgeheimnisgesetz - GeschGehG) shall remain unaffected.

Any statutory and official obligations of disclosure, however, shall remain unaffected by the obligation to protect secrets.

The obligation to protect secrets pursuant to this Item 3.3 shall remain in force for a period of three (3) years after termination of the LICENSE AGREEMENT.

3.4. With regard to the SOFTWARE, the LICENSEE shall be obliged to keep records indicating the respective SOFTWARE version, the serial number of the SPECIFIED HARDWARE, the location of the SOFTWARE and the number of copies made. If so requested in writing by AVL's, the LICENSEE shall submit this record within 15 working days. Failure by the LICENSEE to comply with this request shall constitute a material breach of contract.

3.5. The LICENSEE shall be obliged to notify AVL in writing without undue delay of the unauthorized possession or use of the SOFTWARE or DOCUMENTATION upon becoming aware of it. This shall also apply in particular to unauthorized use or possession by service providers, other contractual partners or vicarious agents of the LICENSEE. Subject to any other mandatory statutory or regulatory provisions, LICENSEE hereby undertakes to cooperate fully with AVL in any and all legal disputes relating to or resulting from such unauthorized possession or use.

4. Delivery, transfer of risk and acceptance

4.1. If the delivery of SOFTWARE has been agreed, AVL shall deliver to the LICENSEE the version of the SOFTWARE specified in the LICENSE AGREEMENT or the currently valid version or shall make this available for download at the agreed delivery time. In the event that the SOFTWARE is made available for download, the delivery obligation shall be deemed to be fulfilled at the time of provision to the LICENSEE. If the SOFTWARE is shipped by means of a data carrier, the agreed Incoterm shall apply.

4.2. In the event that the SOFTWARE is made available for download, the risk shall pass to the LICENSEE when the SOFTWARE leaves AVL's sphere of influence (e.g. at the time of download). In the event that the SOFTWARE is shipped by means of a data carrier, the risk shall pass at the time the data carrier is handed over to the transport company selected by AVL.

4.3. Insofar as (i) the parties have agreed on an acceptance or an act similar to acceptance (e.g. validation of the SOFTWARE) with regard to the SOFTWARE (e.g. in the context of granting a test period) or (ii) an acceptance is provided for by law with

regard to the SOFTWARE (e.g. on the basis of adjustments to the SOFTWARE under a contract for work and services), the SOFTWARE shall be deemed to have been accepted by the LICENSEE as soon as (at least) one of the following events occurs:

(i) the LICENSEE confirms to AVL that the SOFTWARE complies with the contractual specifications and/or is free of defects,

(ii) at the end of the test period if LICENSEE has not notified AVL in writing of any material defects within the test period,

(iii) the LICENSEE uses the SOFTWARE productively, and/or

(iv) in the event of notification of material defects within the test or acceptance period: at the time of elimination of these defects by AVL.

Unless otherwise stated in the foregoing, the date of acceptance by the LICENSEE shall be the date of delivery or the date on which the SOFTWARE is made available to the LICENSEE for download, in case of doubt.

Prior to acceptance of the SOFTWARE by the LICENSEE, the LICENSEE shall only be entitled to use the SOFTWARE for installation and for internal company test runs outside of regular operations.

5. Liability for defects

5.1. AVL shall provide warranty for defects in the SOFTWARE and the DOCUMENTATION in accordance with the provisions of AVL's General Terms of Delivery, but subject to the following conditions.

5.2. Any liability for defects as agreed in the lease (e.g. if the SOFTWARE is provided on a temporary basis) shall apply subject to the following provision:

The LICENSEE's right of termination for failure to grant use in accordance with Section 543 (2) sentence 1 no. 1 of the German Civil Code (BGB) shall be excluded unless establishment of the contractual use is to be regarded as having failed.

Subject to any mandatory statutory unlimited liability (e.g. liability for fraudulent intent), AVL's strict liability pursuant to Section 536a of the German Civil Code (BGB) for defects which were already present at the time the contract was concluded shall be excluded.

5.3. Notwithstanding the above, AVL shall carry out the necessary measures in the event of statutory liability for defects, with the right to choose between any measures provided for by law being at AVL's discretion.

The measures shall include the search for defects and rectification of defects during the warranty period. The rectification shall be carried out, if necessary, first by instructing AVL to rectify the defect by telephone, e-mail or HOTLINE support and subsequently, if

necessary, by means of REMOTE SUPPORT. If the defect continues to occur, AVL shall supply PATCHES or MAINTENANCE RELEASES insofar as this is possible and reasonable for the LICENSEE and AVL. If this is not possible or unreasonable and the defect persists, AVL may carry out the rectification work on site at the LICENSEE's place of business.

5.4. The LICENSEE shall cooperate appropriately in the search for and elimination of the defect. In particular, the LICENSEE shall, unless this is unreasonable for the LICENSEE, ensure that:

- (i) AVL is given the opportunity to rectify the defect within a reasonable period of time,
- (ii) any and all documents and information necessary to rectify the defect are available, and
- (iii) AVL is given unrestricted access to the relevant HARDWARE and SOFTWARE during normal working hours, i.e. access on site or via REMOTE SUPPORT.

The LICENSEE shall also provide, at its own expense, a specialist in its area of responsibility who acts as AVL's expert contact and is qualified to install and operate the SOFTWARE (including PATCHES or similar) and to assist AVL in rectifying defects.

5.5. AVL shall not be liable for defects in the SOFTWARE if and to the extent that

- (i) the defect is not reproducible,
- (ii) the defect only represents an insignificant impairment of the agreed usability,
- (iii) the defect is due to unauthorized installation of the SOFTWARE by the LICENSEE,
- (iv) PATCHES, ENHANCEMENT RELEASES and/or MAINTENANCE RELEASES made available to the LICENSEE during the warranty period have not been installed and the LICENSEE is responsible for this,
- (v) the SOFTWARE has been modified in whole or in part by LICENSEE or third parties without AVL's prior written consent, even if the defect occurs in an unmodified part,
- (vi) the SOFTWARE has been installed on HARDWARE other than the SPECIFIED HARDWARE, and/or
- (vii) the SOFTWARE was installed on the SPECIFIED HARDWARE with an operating system that was changed after the installation of the original SOFTWARE version.

5.6. If AVL determines in the course of the defect analysis that the defect reported by the LICENSEE does not fall under the statutory liability for defects (e.g. because the defect was not caused by the SOFTWARE supplied), AVL shall be entitled to compensation from the LICENSEE for any and all expenses resulting from the defect analysis.

5.7. Defects in an individual SOFTWARE shall not entitle the LICENSEE to withdraw from the LICENSE AGREEMENT with respect to any other SOFTWARE.

5.8. In addition to any warranties expressly assumed in the LICENSE AGREEMENT and in addition to the statutory liability for defects, AVL shall not assume any express or implied warranties, guarantees or assurances with regard to the SOFTWARE, in particular no express or implied warranty with regard to merchantability or suitability for a specific purpose.

5.9. Claims arising from the statutory liability for defects under the purchase contract shall become time-barred, except in cases of intent (including fraudulent intent once 12 months have elapsed since delivery of the SOFTWARE).

5.10. The delivery and installation of PATCHES, ENHANCEMENT RELEASES and/or MAINTENANCE RELEASES does not result in this limitation period being interrupted or suspended or to the warranty period starting again from the beginning.

6. License fees (remuneration)

The LICENSEE shall pay AVL the license fee in accordance with the LICENSE AGREEMENT. The prices shown are net prices, exclusive of all taxes and fees.

7. Provisions for maintenance and support

7.1. AVL SOFTWARE MAINTENANCE includes the provision of PATCHES, MAINTENANCE RELEASES and/or ENHANCEMENT RELEASES for the SOFTWARE. AVL shall owe only that MAINTENANCE which is specified in the respective SOFTWARE SERVICE AGREEMENT or SOFTWARE SUBSCRIPTION AGREEMENT in terms of type and specific scope.

The AVL SOFTWARE SUPPORT comprises four types of helpdesk support for the SOFTWARE.

- (i) HOTLINE
- (ii) REMOTE SUPPORT
- (iii) PRODUCT EXPERT SUPPORT
- (iv) AVL CARE SUPPORT (AVL CARE)

AVL may adjust the scope of the maintenance and support services to the further development of the SOFTWARE and technical progress. Only SUPPORT specified in the respective SOFTWARE SERVICE AGREEMENT or SOFTWARE SUBSCRIPTION AGREEMENT according to its type shall be owed by AVL.

7.2. MAINTENANCE and SUPPORT depending on the type of agreement; terms

7.2.1. SOFTWARE SUBSCRIPTION AGREEMENT

When concluding a SOFTWARE SUBSCRIPTION AGREEMENT, MAINTENANCE and SUPPORT for the SOFTWARE for the entire term of the SOFTWARE SUBSCRIPTION AGREEMENT are included.

7.2.2. Unlimited LICENSE AGREEMENT

In the case of unlimited LICENSE AGREEMENTS, MAINTENANCE and SUPPORT for the SOFTWARE are not included; a separate SOFTWARE SERVICE AGREEMENT may be concluded with respect to the SOFTWARE in question. The term of the MAINTENANCE and the SUPPORT shall be governed exclusively by the respective SOFTWARE SERVICE AGREEMENT.

7.3. Commencement of performance of SOFTWARE SERVICE AGREEMENTS; term

MAINTENANCE and SUPPORT under a SOFTWARE SERVICE AGREEMENT for test bed projects shall commence on the date

(i) as specified in the relevant SOFTWARE SERVICE AGREEMENT, or (as the case may be)

(ii) at the beginning of the operational use of the SOFTWARE.

In all other cases, the maintenance and support services under the SOFTWARE SERVICE AGREEMENT shall commence on the date

(i) as specified in the relevant SOFTWARE SERVICE AGREEMENT, or (as the case may be)

(ii) on which the LICENSE key is delivered.

SOFTWARE SERVICE AGREEMENTS shall last for an initial period of 12 months ("Initial Term") commencing on the date defined above. Upon expiry of the Initial Term, the Agreement shall automatically be renewed each time for an additional 12 months, unless LICENSEE or AVL terminates the SOFTWARE SERVICE AGREEMENT in writing no later than three (3) months prior to the expiry of the Initial Term or the current renewal period. In such case, the SOFTWARE SERVICE AGREEMENT shall terminate on the expiry date.

7.4. Restoration fee

If a SOFTWARE SERVICE AGREEMENT has been terminated and the LICENSEE wishes to re-enter into a SOFTWARE SERVICE AGREEMENT with respect to the SOFTWARE in question, the SOFTWARE must be upgraded to the latest version. For such reinstatement of a SOFTWARE SERVICE AGREEMENT, AVL shall charge a restoration fee for the period during which there was no contractual agreement in place.

7.5. Maintenance and support services after end-of-life.

AVL offers MAINTENANCE and SUPPORT for the SOFTWARE in principle during the life cycle of the current SOFTWARE GENERATION. For SOFTWARE which has exceeded this life cycle, AVL may still offer maintenance and/or support services for a maximum period of three (3) years, but shall not be obliged to do so. AVL shall inform the LICENSEE of this circumstance at least one year before the end-of-life date of the SOFTWARE GENERATION.

8. General provisions

8.1. Suggestions for improvements (feedback)

If the LICENSEE makes suggestions for improvements, modifications or extensions to the SOFTWARE during AVL workshops, through the use of the SOFTWARE or otherwise in the course of the performance of the contract, AVL may use these suggestions for its own purposes without restriction.

9. Security

The LICENSEE shall be responsible for the safe operation of the SOFTWARE made available to it in line with the latest technology standards. The SOFTWARE shall be protected against any malware and the systems shall be hardened prior to commissioning.

The LICENSEE shall be obliged to observe the operating instructions provided by AVL.

10. Term of the LICENSE AGREEMENT, termination

10.1. Insofar as a time limit results from the LICENSE AGREEMENT (e.g. contract term), the LICENSE AGREEMENT and the LICENSE granted hereunder shall apply for this period.

10.2. Without prejudice to any other contractual arrangements for termination, any such LICENSE AGREEMENT may be terminated with immediate effect by either party in the event of a material breach or default by the other party which has not been rectified within a period of 60 days after receipt of a written warning.

10.3. AVL may further terminate a temporary LICENSE AGREEMENT with immediate effect at any time if.

(i) the LICENSEE is the subject of insolvency proceedings or the opening of such proceedings is rejected for lack of assets,

(ii) the LICENSEE decides or is the subject of an order requiring the LICENSEE to wind up or liquidate; or

(iii) a third party becomes the owner or acquires a controlling interest in the LICENSEE; and/or

(iv) a breach or default by the LICENSEE of any material provision of these Software Terms and Conditions occurs.

10.4. Upon termination of the LICENSE AGREEMENT, the LICENSEE shall immediately cease using the SOFTWARE in any manner, return all LICENSE keys to AVL and delete all copies of the SOFTWARE, including modified and merged copies. The LICENSEE shall confirm the performance of these actions to AVL in writing within 30 days following termination of the LICENSE AGREEMENT.

10.5. In the event of expiry or termination, AVL's rights as described in Section 3 and the LICENSEE's obligations and duties in this regard shall continue to apply.

11. Reservation of performance, export license

11.1. The LICENSEE shall be obliged to provide all information and documents required for the export, transfer or import.

11.2. The export of the SOFTWARE and the DOCUMENTATION may, for example, be subject to authorization due to its nature or intended use.

12. Applicable law, place of jurisdiction

12.1. These Software Terms and Conditions shall be construed and interpreted according to the law of the Federal Republic of Germany to the exclusion of the UNCITRAL Agreement of the United Nations on the Law of International Sale of Goods and the relevant provisions of Private International Law.

12.2. The exclusive place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be the court with subject-matter jurisdiction at the registered office of AVL. AVL shall, however, also be entitled to file a lawsuit at the court in whose jurisdiction the LICENSEE's registered office is situated.