

License Terms for Rental of Simulation Models of Bosch Rexroth AG

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These Terms and Conditions of License apply to the provision of simulation models to the customer (hereinafter referred to as: "**Licensee**") by Bosch Rexroth AG, Zum Eisengiesser 1, 97816 Lohr a. Main, Germany, www.boschrexroth.de (hereinafter referred to as: "**Licensor**") for a limited time period subject to a charge. The Licensee intends to utilize the simulation models to conduct system simulations for designing, dimensioning and validating specific components and systems for its own business operations. Separate license terms apply to other types of provision of simulation models. General terms and conditions of the Licensee do not apply, they are explicitly rejected. This shall apply even if, in connection with a purchase order or in other documents of the Licensee, reference is made to the Licensee's standard business terms and conditions and in this case, the Licensor does not explicitly object to them again.

1. Definitions

- 1.1. *Affiliated Enterprise*: Every legal entity which is controlled by the Licensee, which controls the Licensee or which is jointly-controlled together with a Licensee. Control is deemed to exist where more than fifty percent (50 %) of the capital shares or voting rights is held or where the corporate management and policy are controlled either directly or indirectly on the basis of capital shares, by virtue of agreements or in any other way.
- 1.2. *Backup Copy*: A copy of a simulation model which is produced in case the original model is damaged or inadvertently deleted.
- 1.3. *Black Box Model*: A simulation model in respect of which the Licensee is only granted access to selected parameters and variables. The functioning, model structure and equations are hidden.
- 1.4. *Bugfix*: Error correction.
- 1.5. *Commencement of the License*: Upon delivery of simulation models.
- 1.6. *Component Model*: A simulation model that maps a product from the Licensor's product range with its typical behavior. Component Models can, if applicable, also map other components of a customer system in accordance with customer specifications.
- 1.7. *Confidential Information*: Simulation models including the source code (with the exception of Open Source Software components) and the Documentation and the information included in Models and Documentation and other materials or information otherwise communicated which is/are marked by the Licensor as being "confidential" or which is/are otherwise to be considered as confidential.
- 1.8. *Documentation*: All the information required to be able to work with the Models as intended.
- 1.9. *FOSS*: Open Source Software and third party software under a royalty-free license.
- 1.10. *Generic Model*: A general simulation model the characteristics of which are specified by adjustable parameters.
- 1.11. *License Type*: Determines the scope of use of the simulation models and the number of users, see sub-sec. 4.2.
- 1.12. *Patch*: A correction supplied to close security gaps or remedy errors including add-ons of functions.
- 1.13. *Underlicensing*: Use of the simulation model in a manner exceeding the agreed scope and type of use agreed.
- 1.14. *Update*: A new version of the Models containing improvements to the program or new and/or changed functionalities.
- 1.15. *Upgrade*: Renewal of the Models version with considerably expanded function.
- 1.16. *Workaround*: A procedure circumventing a known malfunction of the simulation model.
- 1.17. *Year of Contract*: The first twelve (12) months starting from the beginning of the license in accordance with the contract and every successive twelve-month period.

2. Simulation models

- 2.1. The subject matter of these License Terms is the granting of the rights of use to simulation models of the Licensor (hereinafter referred to as: "**Models**") for a limited period of time subject to a charge for the purpose of conducting a system simulation for designing, dimensioning and validating specific components and systems for the Licensee's own business operation. The Models can be individual Component Models or system models consisting of Component Models and Generic Models. The Model description follows from the Documentation which will be made available to the Licensee on request prior to entering into the contract. The Documentation contains an overview of the Models' functionalities and system requirements. The information and graphical representations stored in the Models and the Documentation solely serve to describe the respective products and lose their validity when the products illustrated there or the corresponding technical Documentation are/is changed, at the latest, however, when a new version of the Model is released or in the context of an Update, Upgrade, Patch or Bugfix. The information and graphical representations stored in the Models are not intended for solely design or development purposes and cannot be transposed to components of the same or a similar construction of other manufacturers. The Models shall support the Licensee in designing, dimensioning and validating its components and systems for its own business operations, however without checking the result technically or verifying the correctness of the calculation. The shall be undertaken by the Licensee. The compliance with the technical application limits of the mapped products will not be examined by the Models either. Simulation models always constitute a

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simplification of reality. It is not possible to warrant the correct nature of the Models or, in particular, the agreement of simulation results with measurement data.

- 2.2. The Models comprise the Model files and the corresponding Documentation and, if applicable, instructions on embedding the Models in a simulation environment. The subject matter of the agreement does not include the source code unless otherwise agreed and subject to sub-section 2.3. The Model shall always be regarded as a whole and individual part models may not be extracted from the whole and used separately. If part models are used separately, a separate license agreement must be concluded in this respect.
- 2.3. The Models can possibly contain FOSS. The Licensee will be provided with an up-to-date list of the FOSS contained and of the FOSS license terms respectively applicable on request prior to entering into the contract or when the Models are delivered at the latest.
- 2.4. Insofar as software products of third party providers which are not covered by FOSS are also provided together with the Models, such products may solely be used in connection with the Models. Special terms and conditions of use can possibly apply in this respect which the Licensee will be advised of in an appropriate form.
- 2.5. Insofar as the Models have been created with the help of software products of third party providers, special license terms possibly apply which are set forth in the Documentation and which the Licensee will be provided with on request.
- 2.6. The Licensor has the right to take technical measures to protect the Models against any unauthorized use, e.g. by means of program locks. The Licensee may not remove such protective mechanisms from the Models or work around them. It can be necessary to apply for a license key to activate the Models after installation and if the software and/or hardware environment is changed.

3. Delivery, delivery periods, default

- 3.1. Unless otherwise agreed and in accordance with the provisions below, the Models shall be delivered in the version which is current at the time of delivery. The delivery and passing of risk of the Models shall be effected at the Licensor's election and, unless otherwise agreed, either by virtue of transmission by e-mail or by virtue of making the Models available as a download and transmitting the information necessary for the download. The Licensor shall supply a replacement if the Models are damaged or destroyed during the term of the contract. The Licensor can require a refund of its copying and dispatch costs insofar as the damage/destruction was culpably caused by the Licensee. Sentences 1-3 of this sub-sec. 3.1. shall apply accordingly to supplies in the context of supplementary performance pursuant to sub-sec. 9.5.
- 3.2. The precondition for the commencement of and compliance with the delivery periods agreed is for the collaborative duties to have been performed, in particular the timely receipt of all documents, permits, examinations, approvals to be provided by the Licensee, and compliance with the payment terms

agreed, in particular with payment of any advance payments agreed.

- 3.3. If delivery periods are not met due to force majeure or to other events for which the Licensor is not responsible, e.g. war, terrorist attacks, import and export restrictions, governmental orders, the agreed delivery periods shall be extended appropriately by the period of duration of the impediment. This also applies to industrial action affecting the Licensor.

4. Rights of use

- 4.1. With effect from the Commencement of the License the Licensee shall be granted the non-exclusive, non-transferable right to use the Models for a limited period of time in accordance with the following provisions and in compliance with the stipulations of the Documentation. In this connection the Licensee has the right to import the Models into its simulation environment and to use them in a system simulation for designing, dimensioning and validating its components and systems. The use is only permitted in the countries of destination agreed. In the absence of an explicit agreement, this is the country in which the Licensee has its administrative headquarter. The provision for use shall be wholly or partially as a Black Box Model, if applicable.
- 4.2. The Licensor distinguishes between the following License Types, the details of which derive from the circumstances at the time of conclusion of the contract. In case no special License Type results from the circumstances at the time of conclusion of the contract, a single user license is granted.
 - a.) In the case of a single user / workstation license, the Licensee has the right to use the Models on one single Target Hardware device.
 - b.) In the context of a network / server / copy or floating license, the Licensee may install the Models on a network server or on any number of Target Hardware devices which are integrated into the local network. In this case the Models may only be used simultaneously on a specific number of Target Hardware devices or workstations.
 - c.) In the event of a volume / multiple / multiple-user license, the Licensee has the right to use a specific number of individual licenses.
 - d.) Under a corporate license, the Models may be used within the Licensee's enterprise at the establishments agreed.
- 4.3. The Licensee may use the Models only for the purpose named in sub-sec. 2.1.
- 4.4. Duplications of the Models are only permitted insofar as this is necessary for the contractual use. The Licensee may make Backup Copies of the Models in accordance with the state of the art to the extent necessary. Backup Copies shall be marked as such and marked with the copyright notice of the original Models insofar as this is possible. The use of the Backup Copy is only permitted if the copy of the Models originally provided by the Licensor has deteriorated or perished. The Licensee is also subject to these Terms and Conditions of License in respect of the use of the Backup Copy.
- 4.5. Without the prior consent of the Licensor in writing, the Licensee is not entitled to distribute the Models or to otherwise transfer them to third parties or to make

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them available to third parties (including rental, lease, loan or sub-licensing). Further, without the prior consent of the Licensor in writing, the Licensee may not offer as a service any services using the Models, such as simulation services or training courses for persons who are not employees of the Licensee. The Licensee may transfer the Models from one device (Target Hardware) or workstation to another device (Target Hardware) or to another workstation, if it is ensured at all times that the Models can only be used in accordance with the scope agreed under the respective license model.

- 4.6. The Licensee is not entitled, subject to sub-sec. 2.3., to edit, change, reverse engineer, decompile or disassemble the Models or the program code of the Models or parts thereof or to otherwise establish the source code or to create derivative works based on the Models. Separate use of part Models is not permitted (cf. sub-sec 2.2.). The use of the Models as a component for generating software products is not allowed. The mandatory, obligatory provisions of secs. 69d, 69e German Copyright Act (UrhG) shall remain unaffected by this, however.
- 4.7. The Licensee may not commission third parties who are competitors of the Licensor to conduct measures which are in accordance with sub-sec. 4.6. unless the Licensee proves that the danger of disclosing important business and trade secrets of the Licensor (in particular functions and design of the Models) is ruled out.
- 4.8. If the Licensor provides the Licensee with Upgrades or Updates or Patches or Bugfixes in connection with supplementary performance or maintenance, these shall also be subject to these Terms and Conditions of License, except to the extent that they form the subject matter of a separate agreement.
- 4.9. Beyond the stipulations contained in sec. 9, there is no right to support as a matter of principle. In particular, there is no entitlement to provision of the Models for a specific version of a simulation environment.
- 4.10. All further rights to the Models not explicitly granted, in particular also including all the rights to the trade mark, the business secrets or to other intellectual property in the Models, shall remain with the Licensor. Designations of the Models, in particular copyright notices, trademarks, serial numbers and the like may not be removed, changed or otherwise rendered illegible.

5. Remuneration for the license

- 5.1. The remuneration agreed in a separate document, otherwise the remuneration set out in the Licensor's price list valid at the respective time, plus value added tax, is payable for the temporary provision and use of the Models in accordance with the scope of use defined in sec. 4 above. Unless otherwise agreed, the remuneration is due in advance for the Year of contract beginning at the Commencement of the License.
- 5.2. The Licensor has the right to increase the remuneration for the license for the first time after expiry of one Year of Contract by giving three (3) months' advance notice in writing to expire at the end of a Year of Contract, however by up to an amount not exceeding the amount of the Licensor's list prices

generally valid at the time of the notification. The fees respectively adjusted may not be further increased until, at the earliest, upon expiry of a further Year of Contract since the last price adjustment. When the fees are adjusted, the Licensee has the right to give six (6) weeks' notice of termination to become effective on the effective date of the price adjustment, insofar as the increase exceeds ten percent (10%) of the last remuneration applicable for the license.

- 5.3. Unless otherwise agreed in writing, all of the Licensor's invoices are payable at the latest thirty (30) days after the receipt and due date thereof, without any deduction, by cashless transfer to a bank account notified by the Licensor.

6. Duties of the Licensee to collaborate and provide information

- 6.1. The Licensee is responsible for its hardware and software environments being compliant with the system requirements of the Models; in case of doubt the Licensee shall obtain advice from the Licensor or specialist third parties before entering into the contract. The Models' operability has been tested with the simulation environments and their versions indicated in the Documentation. Prior to implementing the Models, the Licensee shall thoroughly test them to ascertain that they are free of defects and, if applicable, that they are usable in the existing hardware and software configuration.
- 6.2. The Licensee is responsible for embedding the Models in the simulation environment used by the Licensee. At the Licensee's request, if applicable, the Licensor may conduct the installation in return for remuneration to be agreed separately.
- 6.3. When using the Models, the Licensee is obliged to comply with the duty of care necessary for usage and to check the results generated with the Models to a reasonable extent before they are used. Simulation Models always constitute a simplification of reality.
- 6.4. Technical proofs of functionalities of the products selected with the help of the simulation, and product tests relating to compliance with norms shall be conducted by the Licensee. The Models do not contain any information on the technical application limits of the mapped products. The Licensee shall carry out the professional assembly and execution of the products. A product order shall solely be placed on the basis of the catalogue details and of the documentation belonging to the product.
- 6.5. The Licensee shall comply with the instructions provided by the Licensor for the use of the Models, in particular the instructions on the modelling assumptions made. The Models shall always be supplied together with a Documentation and they possess the qualities described in the Documentation. In particular, the Documentation must be read before the Models are used.
- 6.6. The Licensee shall ensure that the simulation is only carried out by respectively qualified specialist personnel.
- 6.7. The Licensee shall advise the Licensor without undue delay of possible errors in the Models. In this connection, the Licensee shall provide all the information necessary at the Licensor's request. The Licensee shall permit the Licensor to access the Models in order to search for and rectify the error;

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at the Licensor's election this may either be by direct access and/or remote access. This is regulated in more detail in sub-sec. 9.5.

- 6.8. The Licensee is obliged to take suitable measures to protect the Models against access by unauthorized third parties, in particular to store all the copies of the Models in a protected place.
- 6.9. The Licensor has the right to examine whether the Models are being used in compliance with the rights of use granted. To this effect the Licensor may require the Licensee to provide information, in particular on the period of time and extent of the use of the Models, and it may inspect the books and written records and the hardware and software of the Licensee insofar as they reveal any details regarding the period of time and extent of the Models' use. To this effect the Licensor shall be permitted to enter the business premises of the Licensee during normal working hours after advance notice of at least two (2) weeks. The Licensee shall ensure to a reasonable degree that the audit can be conducted by the Licensor and shall collaborate in the audit. The Licensor shall use all the information obtained during the audit only for the purpose of verifying the legality of the license use. The Licensee may demand that the on-site audit be conducted by an agent of the Licensor who is subject to professional secrecy. The costs of the audit will be borne by the Licensor unless the audit should reveal that the Licensee is Underlicensed. In such a case the Licensee shall bear the costs of the audit. In the event of the Licensee being Underlicensed, the Licensee shall be additionally obliged to repay the unpaid remuneration on the basis of the list prices generally applicable to comparable services at the time of the audit plus a flat rate claim for damages of ten percent (10 %) of the value of the Underlicensing. In addition, the Licensee shall discontinue any Underlicensing without undue delay. The Licensee remains entitled to prove that the damage was lower.
- 6.10. The Licensee is obliged to take reasonable precautions in case the Models do not work properly either altogether or in part (e.g. by means of daily data backup, failure diagnosis, regular monitoring of the data processing results). The Licensor can assume that all the data of the Licensee which it can come into contact with are secured, unless as the Licensee explicitly indicates otherwise in advance.
- 6.11. The Licensee shall bear the disadvantages that result from a violation of the aforementioned collaboration and information duties.

7. Term and Termination

- 7.1. Except to the extent otherwise agreed, the contract shall be concluded for a fixed term of one Year of Contract. It shall be extended by a respective term of one additional Year of Contract unless terminated by giving three months' notice prior to expiry of the term.
- 7.2. The contract may be terminated by either party for cause without compliance with a period of notice. Cause shall be deemed to exist in particular if (i.) the Licensee violates rights of use of the Licensor by using the Models over and above the scope permitted under these License Terms and Conditions and fails to discontinue the violation within a reasonable period of time following a warning by the Licensor; (ii.) the Licensee is in arrears with two consecutive payments of remuneration for the license pursuant to sub-sec.

5.1. or with a not inconsiderable part of this remuneration for two successive time periods or is in arrears in a period of time covering more than two time periods with a payment corresponding to the remuneration for two time periods; (iii.) there is a significant deterioration in the financial circumstances of the Licensee or if this is impending and as a result the performance of a payment obligation to the Licensor is in jeopardy or (iv.) the criteria for insolvency or over-indebtedness have been met by the Licensee. In the first case (sub-sec. 7.3. i.), the Licensee has no entitlement to a refund of the license remuneration already paid. The Licensor reserves the right to claim additional damages.

- 7.3. Statutory rights and claims shall not be restricted by the provisions contained in sec. 7.

8. End of contract

When the Licensee's right of use ends (e.g. by virtue of the end of the contract term, notice of termination or supply of a replacement), the Licensee shall delete or destroy all the data media, copies of the Models including the Backup Copies pursuant to sub-sec. 4.4. and the Documentation provided for use and confirm this to the Licensor in writing upon request. The same shall apply in the event of a replacement being supplied (sub-sec. 4.8.) for the previous Model versions.

9. Warranty

- 9.1. Only the description of the Models provided by the Licensor prior to concluding the contract or agreed in a separate document, e.g. in the Documentation, is decisive for the quality of the Models. The details provided therein are solely to be understood as performance descriptions and not as guarantees. A guarantee is only given if it has been explicitly specified as such in writing by the Licensor before the contract is entered into. Further quality is not owed, and, in particular, it does not derive from public statements or advertising of the Licensor or its distribution partners. The Licensor is not obliged to provide support services that go beyond liability for defects. Furthermore, in the context of the maintenance obligation, the Licensor is not obliged to adapt the Models to changes in operating conditions or to technical and functional developments such as changes to the IT environment.
- 9.2. The Licensor does not provide a warranty for errors in the Models
 - a.) Caused by faulty application on the part of the Licensee that could have been avoided if the Documentation had been carefully consulted; this also applies in the event of inexistent or insufficient backup measures pursuant to sub-sec. 6.10. which would have avoided data loss;
 - b.) Due to virus contamination or to other external influences for which the Licensor is not responsible such as fire, accidents, power failure etc.;
 - c.) Caused by the Models being used in an operating environment which is different from that approved by the Licensor or due to faults in the hardware, the operating system or to the software or models of other manufacturers;

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- d.) Caused by the Models having been modified by the Licensee or third parties without authorization.
- 9.3. In respect of the Models or software products which the Licensee or a third party has expanded via an interface designated for this purpose by the Licensor, the Licensor shall be liable only for defects occurring up to the interface.
- 9.4. The Licensee is obliged to notify the Licensor of defects in the Models without undue delay after discovery thereof. In the event of defects as to quality, this shall be done by describing the time when the defects occurred and the more detailed circumstances. If the Licensor undertakes an error analysis at the Licensee's request and if it transpires that there is no defect which the Licensor is obliged to remedy, the Licensor has the right to charge the Licensee for the expenses incurred based on the respectively applicable hourly rates of the Licensor.
- 9.5. Defects in the Models shall be rectified by the Licensor within a reasonable period of time (supplementary performance). This shall be done at the election of the Licensor by rectifying the defect by means of an Update/ Patch/Bug Fix/Upgrade or by supplying defect-free Models or indicating a Workaround, the latter insofar as this is reasonable for the Licensee taking account of the impacts of the defect and the circumstances of the Workaround solution indicated. In addition, sec. 10 shall apply to claims for damages for fault-based liability.
- 9.6. The provisions of this sec. 9 shall apply accordingly to defects of title which are not constituted by the infringement of third party industrial property rights.

10. Liability

- 10.1. The Licensor shall be liable for damages in accordance with the provisions of statute in the event of injury to life and limb, damage based on the Product Liability Act, for damage caused by fraudulent conduct or intent by the Licensor and for damage caused by gross negligence of the statutory representatives or managerial employees [*leitende Angestellte*] of the Licensor.
- 10.2. Without prejudice to the liability under sub-sec. 10.1. the Licensor shall be liable for damages in an amount limited to the amount of foreseeable damage typical of the contract at the time when the contract was entered into for damage caused by a violation of material contractual obligations through simple negligence and for damage caused by persons engaged in the performance of an obligation of the Licensor [*Erfüllungsgehilfen*]. Material obligations are obligations which, when performed, make the proper execution of the contract at all possible and which the Licensee may regularly rely on compliance with. The amount of damage typical of the type of contract and foreseeable, resulting from violations of duty by the Licensor corresponds to the amount of remuneration paid by the Licensee in the Year of Contract of the event causing the damage, but not exceeding EUR 100,000. If the maximum amount of liability is not reached in one Year of Contract, the maximum amount of liability shall not increase in the following Year of Contract.
- 10.3. Further liability of the Licensor is excluded, subject to provisions in these License Terms and Conditions explicitly providing otherwise. In particular, the Licensor has no liability for initial defects, except insofar as the precondition of sub-sec. 10.1 or 10.2. has been met. The Licensor is not liable for damage incurred by the Licensee due to a failure to secure data in accordance with sub-sec. 6.10.
- 10.4. Joint fault by the Licensee must be taken into consideration.
- 10.5. The foregoing restrictions of liability shall also apply to the personal liability of the employees, representatives and/or organs of the Licensor. They shall also apply to the liability of the Licensor with regard to compensation for wasted expenditure and to indemnification obligations.

11. Third party rights

- 11.1. The Licensor shall not be liable for claims arising from an infringement of third party intellectual or industrial property rights or copyright (hereinafter: **industrial property right**) if the industrial property right is or was owned by the Licensee or by an Affiliate Enterprise.
- 11.2. The Licensor shall not be liable for claims arising from an infringement of third party industrial property rights unless at least one industrial property right from the property right family has been published either by the European Patent Office or in one of the following countries: Federal Republic of Germany, France, Great Britain, Austria or the USA.
- 11.3. In the event that, in the opinion of the Licensor or a third party, the Models infringe third party rights, the Licensor has the right, at its own discretion taking the interests of the Licensee into adequate consideration, to replace or modify the Models whilst upholding the agreed functionalities in order to remedy the alleged or presumed infringement of rights.
- 11.4. If (i.) a final judgment is returned against the Licensee or (ii.) an interim injunction is served on the Licensee enjoining the Licensee from using the Models or at least part of it, the Licensor shall, in order to cure the infringement of rights, at its discretion either obtain for the Licensee the right to continue to use the Models or replace or modify the Models whilst upholding the agreed functionalities or, if neither of the alternatives named is realizable by the Licensor subject to reasonable conditions, terminate the Licensee 's rights to the Models in writing. Insofar as is reasonable for the Licensee, the termination shall only be effected to the extent that is necessary to prevent the infringement of the rights.
- 11.5. Claims by the Licensee are excluded insofar as the Licensee is responsible for the infringement of the industrial property right or if the Licensee has not supported the Licensor to a reasonable extent in the defence against claims by third parties. Claims by the Licensee are also excluded if the Models were manufactured in accordance with the specifications or instructions of the Licensee.
- 11.6. Claims by the Licensee are also excluded if the (alleged) infringement of the industrial property right ensues from the use in conjunction with another product not stemming from the Licensor or if the Models are used in a manner which the Licensor was unable to foresee.

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- 11.7. The claims of the Licensee under this sec. 11 are subject to the condition that (i.) the Licensee advises the Licensor without undue delay of the third party claims brought, (ii.) the Licensee provides the Licensor with a copy of all the correspondence in this respect with the claimant and the courts and always without undue delay after receipt thereof, (iii.) the Licensee provides the Licensor with the information required to defend against the claim and (iv.) the Licensor reserves the exclusive right to control the conduct of the lawsuit by the Licensee and the right to take the final decision on entering into any judicial and extrajudicial settlements.
- 11.8. The Licensor's obligation to pay damages in case of infringements of industrial property rights is governed by sec. 10 in all other respects. Further-reaching claims or claims other than those claims of the Licensee governed by this sec. 11 on account of an infringement of third party industrial property rights are excluded.

12. Data use and data protection

- 12.1. The Licensor has the right to store, use, transfer and/or exploit all of the information contributed and generated by the Licensee in connection with the Models, with the exception of personal or company-related data, for any purposes over and above the purpose of the contract, for instance for statistical, analytical and internal purposes. This right is unlimited and irrevocable.
- 12.2. If personal data are processed, the Licensor shall comply with the statutory data protection regulations. In this case the details on the data collected and the respective processing thereof are set forth in the data protection statement of Bosch Rexroth AG.

13. Confidentiality

- 13.1. The Licensee undertakes to treat Confidential Information in confidence and not to disclose it to third parties unless this is necessary in order to exercise the rights the Licensee is entitled to in accordance with these Terms and Conditions of License. In order to protect the Confidential Information the Licensee shall apply the same measure of care (but not less than a reasonable measure of care) as it applies to its own Confidential Information.
- 13.2. The obligation of secrecy under sub-sec. 13.1. does not apply to Confidential Information (i.) which was already in the lawful possession of the Licensee prior to being disclosed by the Licensor; (ii.) which was or becomes public knowledge without any violation of duty by the Licensee; (iii.) which the Licensee lawfully received from third parties without any secrecy obligations; (iv.) which was disclosed to third parties by the Licensor without any secrecy obligations; (v.) which was developed by the Licensee itself; (vi.) which has to be disclosed by law; or (vii.) which is disclosed by the Licensee with the prior consent of the Licensor in writing.

14. Export control

- 14.1. If, prior to supply, it should transpire that performance of the contract by the Licensor faces obstacles due to national or international export control regulations, in particular to embargos or other sanctions, the Licensor has the right to withdraw from the contract.

Delays due to export examinations or permit procedures shall interrupt the delivery period unless the Licensor is responsible for such delays.

- 14.2. If termination of the contract is necessary in order to comply with legal regulations of national or international law, the Licensor has the right to give notice of termination of the contract with immediate effect unless the Licensor is responsible for this.
- 14.3. In case of termination pursuant to sec. 14.1. or 14.2., the Licensee's right to claim compensation or to claim further rights because of the termination is excluded.
- 14.4. The Licensee undertakes to furnish all the information and documents that are required for the export or movement of the Models to be supplied in accordance with the contract and other work results required for the purpose of the supply and which derive from the Licensee's sphere of influence.
- 14.5. When passing on, transferring or otherwise providing to third parties for use in the domestic country and abroad the Models to be supplied by the Licensor in accordance with the contract and other work results, the Licensee shall comply with the respectively applicable customs regulations and with the provisions of (re) export control law and obtain the permits necessary for this.
- 14.6. The Models may not be used for the manufacture or development of rockets, chemical/biological or nuclear weapons.

15. General Provisions

- 15.1. The courts of Stuttgart, Germany, shall have exclusive jurisdiction and venue insofar as this is legally permissible. The Licensor reserves the right, however, to take legal action at a court with jurisdiction at the registered office or establishment of the Licensee.
- 15.2. The present Terms and Conditions of License and all agreements in this respect between the Licensor and the Licensee shall be governed by German law excluding the conflict of laws provisions. The applicability of the UN Convention on Contracts for the International Sale of Goods is explicitly excluded.
- 15.3. If a provision should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case the ineffective provision shall be replaced by a permissible provision approximating most closely the economic purpose of the original ineffective provision. This shall apply accordingly to any omissions.
- 15.4. Alterations and supplements to these Terms and Conditions of License must be made in written form. Emails do not comply with the written form requirement.

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