INNOMOTICS

A Siemens Business

Universal Customer Agreement ("UCA")

This Universal Customer Agreement ("**UCA**") and the applicable Supplemental Terms (together, this "**Agreement**") are entered into between the Innomotics entity named on the Order ("**Innomotics**") and the customer that accepted this Agreement ("**Customer**"). This Agreement may be accepted by manual signature or electronic signature, or through an electronic system specified by Innomotics. In the electronic system, Customer will be prompted to accept these terms by clicking a button. Clicking the button or using any Offering indicates that Customer has read, understood, and accepted this Agreement. If Customer does not accept this Agreement, Customer must not use any Offering and return any Offering to Innomotics or its applicable authorized partner prior to installation or use.

1. ORDER OF PRECEDENCE AND DEFINITIONS

1.1 **Order of Precedence.** In the event of a conflict between this UCA and any Supplemental Terms, the Supplemental Terms prevail. In the event of a conflict between this Agreement and an Order, the Order prevails with respect to any Offering ordered thereunder.

1.2 **Definitions**

"**AUP**" means Innomotics' Acceptable Use Policy available at https://www.siemens.com/sw-terms/aup and incorporated into this Agreement by this reference.

"**Cloud Services**" means online services and associated cloud-based APIs (application programming interfaces) made available by Innomotics under this Agreement, including but not limited to software-as-a-service, platform-as-a-service, cloud hosting services, and online training services, offered alone or in combination with Software. Cloud Services exclude Software, Customer Content, and Third Party Content.

"**Content**" means data, text, audio, video, images, models, or software.

"**Customer Content**" means Content entered by Customer or any user into Cloud Services and any output generated by Customer or any user through use of such Cloud Services based on such Content, excluding any Third Party Content or other Content owned or controlled by Innomotics or its affiliates or their respective licensors and made available by Innomotics or its affiliates through or within Cloud Services.

"**Documentation**" means the instructions for use, learning materials, technical and functional documentation, and API information made available by Innomotics with the applicable Offering, in print, online, or embedded as part of a help function, which may be updated by Innomotics from time to time.

"**Entitlements**" means, with respect to any Offering, the license and use types, limits, volume, or other measurement or conditions of permitted use for such Offering as set forth in the applicable Order or Supplemental Terms, including but not limited to any limits or restrictions on the number and categories of users authorized to use such Offering, permitted geographic areas, available storage space, computing power, or other attributes and metrics.

"**Hardware**" means hardware equipment, devices, accessories, and parts delivered by Innomotics under this Agreement, including firmware incorporated therein.

"**Offering**" means an individual offering, made available by Innomotics and identified in an Order, which consists of Cloud Services, Software, Hardware, or Professional Services, or a combination of any of the foregoing, and any associated maintenance and support services and Documentation.

"**Order**" means an order form (Order Form), statement of work (SOW), Licensed Software Designation Agreement (LSDA), or similar ordering document that (i) incorporates the terms of this Agreement and sets forth the Offering(s) ordered by Customer and any associated fees, (ii) has been agreed by Customer by manual or electronic signatures or through an electronic system specified by Innomotics, and (iii) is accepted by Innomotics.

"**Professional Services**" means training, consulting, engineering, or other professional services provided by or on behalf of Innomotics under this Agreement pursuant to an Order, excluding Cloud Services.

"**Innomotics IP**" means all patents, copyrights, trade secrets, and other intellectual property rights in, related to, or used in the provision or delivery of, any Offering or technical solution underlying any Offering, and any improvement, modification, or derivative work of any of the foregoing.

"**Software**" means software licensed by Innomotics under this Agreement and made available for download or otherwise delivered to Customer for installation, including updates, modifications, design data, and all copies thereof, associated software-based APIs, scripts, toolkits, libraries, reference or sample code, and similar materials.

"**Subscription Term**" means the time period specified in the Order for which a term-based Offering is made available to Customer. Any renewal constitutes a new Subscription Term.

"**Supplemental Terms**" means additional terms and conditions that apply to a particular Offering as attached hereto or set forth or referenced in an Order.

"**Third Party Content**" means Content, applications, and services owned or controlled by a third party and made available to Customer by the third party through or in connection with Cloud Services.

2. ORDERS

2.1 **Ordering.** The parties may enter into one or more Orders under this Agreement. Each Order is binding on the parties and is governed by the terms of this UCA and all applicable Supplemental Terms.

2.2 **Delivery.** Unless otherwise set forth in the Order (i) delivery of Cloud Services occurs when Innomotics makes Cloud Services available to Customer for access and use, (ii) delivery of Software occurs when Innomotics makes Software available to Customer via electronic download from a website specified by Innomotics or ships the tangible media containing the Software, and (iii) for an Offering that is comprised of a combination of Cloud Services and Software, delivery occurs when the Software and Cloud Services are made available by Innomotics. Software on media will be delivered subject to EXW (Incoterms 2020) for deliveries that occur entirely within the United States, Russia, or China. All other Software will be delivered subject to DAP (Incoterms 2020).

2.3 **Payment.** Customer will pay the fees set forth in the applicable Order within 30 days after the invoice date unless otherwise agreed by the parties. Innomotics will invoice Customer for Professional Services on a monthly basis as charges are incurred. Unless specified otherwise in the applicable Order, Innomotics will invoice Customer for fees related to any other Offerings in advance. Without limiting any other remedies available to Innomotics, Customer will pay applicable fees for any excess use of an Offering at the then-current price for such Offering within 30 days after the invoice date. Except as expressly set forth in this Agreement, all payment obligations are non-cancelable, and all fees are non-refundable. If Customer has procured an Offering through a Innomotics-authorized solution partner, different terms regarding invoicing and payment may apply as specified between Customer and the solution partner. Innomotics may share information with the solution partner related to Customer's use and consumption of Offerings for account management and billing purposes.

2.4 **Taxes.** All amounts to be paid to Innomotics are exclusive of taxes and any other charges. Customer agrees to pay or reimburse Innomotics for any applicable taxes, duties, or other charges imposed by any government authority on Customer's use or receipt of Offerings. If Customer is required by law to make any income tax deduction or to withhold income tax, the amount payable to Innomotics shall be increased so that Innomotics receives a net amount equal to the amount invoiced. Customer will promptly provide all tax receipts in connection with the respective Order.

3. USE OF OFFERINGS

3.1 **Use Rights.** For Cloud Services contained within an Offering, Innomotics grants Customer a nonexclusive, nontransferable, limited right to access and use such Cloud Services for Customer's internal business purposes during the applicable Subscription Term, solely in accordance with the Entitlements and this Agreement. For Software and Documentation contained within an Offering, Innomotics grants Customer a nonexclusive, nontransferable, non-sublicensable, limited license to use Documentation and install and use Software for Customer's internal business purposes during the applicable Subscription Term or such other time period specified in the Order, solely in accordance with the Entitlements and this Agreement.

3.2 **Users.** The number and categories of users authorized to access an Offering are defined in the Entitlements. Customer will ensure that any access or use of an Offering on Customer's behalf, at Customer's invitation, or by invitation of a Customer user, complies with Customer's obligations under this Agreement. If Customer becomes aware of any violation of this Agreement by a user or any unauthorized access to any user account, Customer will immediately notify Innomotics and terminate the relevant user or user account's access to Offerings. Customer is responsible for any act or failure to act by any user or any person using or accessing the account of a user in connection with this Agreement. Customer acknowledges and agrees that users who submit declarations, notifications, or orders to Innomotics are acting on Customer's behalf. If a Customer affiliate accesses or uses an Offering, Innomotics may enforce its rights directly against that affiliate.

3.3 **General Use Restrictions.** Except as authorized in this Agreement, Customer will not, and will not permit any person or entity to, (i) resell, transfer, sublicense, publish, loan, or lease any Offering, or use any Offering for the benefit of any third party without the prior written consent of Innomotics, (ii) modify, alter, tamper with, repair, or create derivative works of any Offering, (iii) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code of any Offering, (iv) use any Offering in a manner that could subject such Offering to any open source software license that conflicts with this Agreement or that does not otherwise apply to such Offering, (v) use any Offering for the purpose of developing or enhancing any product that is competitive with such Offering, or (vi) remove any proprietary notices or legends contained in or affixed to any Offering. Customer will only use APIs identified as 'published' in the Documentation, and only as described therein to support the authorized use of Offerings. Customer may copy Software or Documentation only as required to support use of the Offering as expressly authorized in this Agreement, and will ensure that any such copy includes all proprietary notices contained in the Software or Documentation or affixed thereto as received from Innomotics. The restrictions set out in this Section do not apply to the extent they conflict with mandatory applicable law.

3.4 **Security of Customer Systems.** Customer is responsible for the security of Customer systems, including Software on Customer's systems, and will take commercially reasonable steps to exclude malware, viruses, spyware, and Trojans from Customer's systems.

3.5 **Reservation of Rights.** All Software, Cloud Services, and non-public Documentation are trade secrets of Innomotics and its licensors. Innomotics or its licensors retain title to and ownership of Software, Cloud Services, Documentation, and Innomotics IP. Innomotics reserves all rights in Offerings and Innomotics IP not expressly granted in this Agreement.

3.6 **No-Charge Offerings; Previews.** All (i) Offerings provided at no charge to Customer ("**No-Charge Offerings**"), and (ii) features or services offered at no extra charge as part of Cloud Services prior to their general release that are labeled or otherwise communicated to Customer as 'preview', 'pre-release', 'early access', or 'non-general release' ("**Previews**"), are provided "AS IS" without warranty, indemnity, support, or other commitments. Innomotics may change, limit, suspend, or terminate any Previews at any time. Customer acknowledges that Previews are not ready for production usage, and that Customer's use of any Previews is at its sole risk and discretion. Customer will only use No-Charge Offerings identified on an Order as being 'demo', 'test', 'evaluation', 'beta', or similar for internal test and evaluation purposes, and not for production or other commercial purposes.

4. **ADDITIONAL TERMS FOR SOFTWARE**

The following additional terms apply to any Software contained within an Offering:

4.1 Software is provided in object code form only, unless otherwise specified in this Agreement. To the extent that any Software is provided by Innomotics in source code form, Customer may only use that Software to modify or enhance the applicable Offering that such Software is a part of, and, as between the parties, all such modifications or enhancements will be owned by Innomotics and subject to the license set forth in Section 3.1. Customer hereby consents to the installation of Software on systems used by Customer, as may be facilitated by Cloud Services.

4.2 Software may contain third-party software, technology, and other materials, including open source software, licensed by third parties ("**Third-Party Technology**") under separate terms ("**Third-Party Terms**"). Third-Party Terms are specified in the Documentation, Supplemental Terms, "read me" files, header files, notice files, or similar files. In the event of a conflict with the terms of this Agreement, the Third-Party Terms control with respect to Third-Party Technology. If Third-Party Terms require Innomotics to furnish Third-Party Technology in source code form, Innomotics will provide it upon written request and payment of any shipping charges.

5. **ADDITIONAL TERMS FOR CLOUD SERVICES**

The following additional terms apply to any Cloud Services contained within an Offering:

5.1 **Service Level Agreements.** During the Subscription Term, Innomotics will comply with the applicable service level agreements for Cloud Services as set forth in any applicable Supplemental Terms.

5.2 **Changes to Cloud Services.** Cloud Services may be modified, discontinued, or substituted by Innomotics from time to time. During a Subscription Term, Innomotics will not materially degrade core features or functionalities of Cloud Services or discontinue Cloud Services without making available substitute Cloud Services, except as necessary to address (i) new legal requirements, (ii) changes imposed by Innomotics' vendors or subcontractors (e.g. the termination of Innomotics' relationship with a provider of software or services which are required for the provision of such Cloud Services), or (iii) security risks that cannot be resolved in a commercially reasonable manner. Innomotics will notify Customer of any such material degradation or discontinuation of Cloud Services as soon as reasonably practicable, and Customer may terminate the Order for the applicable Offering by providing Innomotics with written notice within 30 days after Customer's receipt of notice of degradation or discontinuation. In the event of such termination or discontinuation of Cloud Services, Innomotics will refund any prepaid fees for the applicable Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering.

5.3 **Use of Messaging Services.** Customer may use Cloud Services to send emails or other messages to users and third parties. Customer is solely responsible for any such messages and their content. Messages may be blocked, delayed, or prevented from being delivered by destination servers and other reasons outside of Innomotics' control, and there is no warranty that messages will reach their intended destination in a given timeframe.

5.4 **Out of Scope.** Any contractual relationship regarding Third Party Content is solely between Customer and the relevant third party vendor and may be governed by separate terms made available by Innomotics with or as part of Third Party Content. Innomotics will have no responsibility for Third Party Content or Customer's use of such Third Party Content. Cloud Services specifically exclude (i) access to the internet or any other network, (ii) suitable connectivity or any other resources necessary for accessing or using Cloud Services, and (iii) the transmission of Content to and from the exit of the wide area network of the data centers used by Innomotics to provide Cloud Services.

5.5 **Acceptable Use Policy; Indemnity.** Customer will comply, and ensure that all users of any Offering comply, with the AUP. Customer will indemnify Innomotics, its affiliates, its subcontractors, and their representatives against any claims, damages, fines, and cost (including attorney's fees and expenses) relating in any way to (i) any violation of the AUP by

Customer or any user, (ii) any violation of laws, regulations, or rights of others by Customer's or any user's use of any Offering, or (iii) Customer Content.

5.6 **Ownership and Use of Customer Content.** Innomotics will not acquire any title to or ownership of Customer Content by virtue of this Agreement. Innomotics and its subcontractors will use Customer Content only for the purpose of providing Offerings, or as otherwise permitted by this Agreement or agreed by the parties. Customer is responsible for the content, management, transfer, use, accuracy, and quality of Customer Content and the means by which Customer acquires such Customer Content. Innomotics recommends that Customer confirms the geographic area in which Customer Content will be stored, which may be outside the country in which Customer is located. Customer will ensure that Customer Content can be processed and used as contemplated by this Agreement without violating any rights of others or any laws or regulations.

5.7 **Protection of Customer Content.** Cloud Services will be provided using processes and safeguards designed to protect the integrity and confidentiality of Customer Content. Customer remains responsible for taking appropriate steps regarding protection, deletion, and retrieval of Customer Content, including by maintaining backup copies. Some Cloud Services may provide features that allow Customer to share Customer Content with third parties or make Customer Content public through use of certain Cloud Services. If Customer elects to use such features, Customer Content may be accessed, used, and shared by third parties to whom Customer provides such access or shares such Customer Content, and Customer's election to use such features is at its sole discretion and risk.

6. DATA

6.1 **Security and Data Privacy.** Each party will comply with applicable data privacy laws governing the protection of personal data in relation to their respective obligations under this Agreement. Where Innomotics acts as Customer's processor of personal data provided by Customer, the Data Privacy Terms available at the locations as specified in the Product Specific Supplemental Terms, including the technical and organizational measures described therein, apply to the use of the relevant Offering and are incorporated into this Agreement by this reference.

6.2 **Systems Information.** Innomotics and its affiliates and their subcontractors may collect and derive information, statistics, and metrics regarding usage, operation, support, and maintenance of Offerings or from Customer Content (collectively, "**Systems Information**"), and may use Systems Information to support, maintain, monitor, operate, develop, and improve its products and services or enforce its rights, provided that any Systems Information derived from Customer Content is aggregated with other information so that the original Customer Content is not identifiable. Innomotics may disclose Systems Information to a Innomotics-authorized solution partner solely to the extent reasonably required for such partner to fulfill its support obligations to Customer. To determine unauthorized use of Software licenses, Innomotics reserves the right to embed a reporting mechanism in Software.

7. WARRANTIES AND DISCLAIMERS

7.1 **Software Warranty.** Innomotics warrants that Software will perform substantially in accordance with the features and functionalities described in the Documentation for a period of 90 days following the date the Offering is initially made available to Customer. To the extent permissible under applicable law, as Innomotics' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, Innomotics will, at its option (i) correct errors or provide work-arounds, (ii) replace defective Software, or (iii) require Customer to return the defective Software, terminate the Order for the non-conforming Offering, and refund fees paid for such Offering. The warranty for Software excludes (a) No-Charge Offerings, (b) Software provided upon re-mix, (c) Software that is designated as retired or not generally supported as of the date of the Order, (d) Software made available under the maintenance services terms set forth in any applicable Supplemental Terms, and (e) issues, problems, or defects arising from use of Software not in accordance with the terms of this Agreement.

7.2 **Cloud Services Warranty.** Innomotics warrants that Cloud Services will perform substantially in accordance with the features and functionalities described in the Documentation. To the extent permissible under applicable law, as Innomotics' entire liability and Customer's sole and exclusive remedy for a breach of this warranty, at Innomotics' option (i) Innomotics will use commercially reasonable efforts to restore the non-conforming Cloud Services so that they comply with this warranty, or (ii) if such restoration would not be commercially reasonable, Innomotics may terminate the Order for the non-conforming Offering and refund any prepaid fees for such Offering on a pro-rata basis for the remainder of the Subscription Term for that Offering. The warranty for Cloud Services excludes (a) No-Charge Offerings and Previews, and (b) issues, problems, or defects arising from Customer Content, Third Party Content, or use of Cloud Services not in accordance with the terms of this Agreement.

7.3 **Disclaimers. Innomotics makes only the limited warranties expressly stated in this Agreement, and disclaims all other warranties including, without limitation, the implied warranties of merchantability and fitness for a particular purpose. Innomotics does not warrant or otherwise guarantee that (i) reported errors will be corrected or support requests will be resolved to meet Customer's needs, (ii) Offerings or any Third Party Content will be uninterrupted, error free, fail-safe, fault-tolerant, or free of harmful components, or (iii) any Content, including Customer Content and Third Party Content, will be secure or not otherwise lost or damaged. Representations about Offerings or**

features or functionality in any communication with Customer constitute technical information, not a warranty or guarantee.

Customer is responsible for assessing the suitability of each Offering for Customer's intended use, selecting the Offering necessary to achieve Customer's intended results, and for the use of Offerings. By using an Offering, Customer agrees that such Offering meets Customer's requirements to enable compliance with applicable laws. Customer will obtain, at its own expense, any rights, consents, and permits from vendors of software and services used by Customer in connection with any Offering which are required for such use. Customer agrees that Orders are not contingent on any future features or functionality of Offerings.

Innomotics does not control Customer's processes or the creation, validation, sale, or use of Customer's (or any client of Customer's) products or services and will not be liable for any claim or demand made against Customer by any third party, except for Innomotics' obligations to indemnify Customer against infringement claims as expressly set forth in this Agreement.

8. LIMITATION OF LIABILITY

8.1 The entire, aggregate liability of Innomotics related in any way to this Agreement is limited as follows: (i) for liability arising from an Offering provided for a Subscription Term, the fees paid to Innomotics for that Offering during the 12-month period immediately preceding the first event giving rise to the claim, provided that the aggregate liability for any Offering will not exceed the amount paid for that Offering during the Subscription Term, or (ii) in all other cases, the fees paid to Innomotics for that Offering. The foregoing limitation does not apply to Innomotics' indemnity obligation in Section 9.

8.2 In no event will Innomotics be liable for (i) any indirect, incidental, consequential, special, exemplary, or punitive damages, loss of production or data, interruption of operations, or lost revenue or profits, even if such damages were foreseeable, or (ii) any No-Charge Offerings or Previews.

8.3 Innomotics will not be liable for any claim in connection with this Agreement if such claim is brought more than two years after the first event giving rise to such claim is or should have been discovered by Customer.

8.4 The foregoing limitations and exclusions apply (i) to the benefit of Innomotics and its affiliates, and their respective officers, directors, licensors, subcontractors, and representatives, and (ii) regardless of the form of action, whether based in contract, statute, tort (including negligence), or otherwise.

8.5 The foregoing limitations and exclusions will not apply to the extent that liability cannot be limited or excluded according to applicable law.

9. INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY

9.1 **Infringement Claim Indemnity.** Innomotics will indemnify and defend, at its expense, any action brought against Customer to the extent that it is based on a claim that the Offering infringes any copyright, any trade secret, or a patent or trademark issued or registered by the United States, Japan, or a member of the European Patent Organization, and will pay all damages finally awarded against Customer by a court of competent jurisdiction or agreed in a settlement, provided that Customer gives Innomotics (i) prompt written notice of the claim, (ii) all requested information and reasonable assistance related to the claim and (iii) sole authority to defend or settle the claim. Innomotics will not admit liability or incur obligations on Customer's behalf without Customer's prior written consent, which will not be unreasonably withheld.

9.2 **Injunction.** If a permanent injunction is obtained against Customer's use of an Offering due to an infringement claim, Innomotics may, at its sole option, obtain for Customer the right to continue using the Offering, or replace or modify the Offering to become non-infringing. If such remedies are not reasonably available: (i) Innomotics will refund prepaid fees for the enjoined Offering on a pro-rata basis (a) for Hardware or Software licensed to Customer on a perpetual basis, for the remainder of an amortization period of 60 months from the initial delivery to Customer, or (b) for any other Offering, for the remainder of the Subscription Term for that Offering; (ii) any applicable licenses to such Offering will automatically terminate; and (iii) Customer will immediately cease to use the enjoined Offering and return all related Software in its possession. Innomotics may, in its sole discretion, provide any of the foregoing remedies to mitigate infringement prior to the issuance of an injunction.

9.3 **Exclusions.** Notwithstanding anything to the contrary in this Agreement, Innomotics will not have any liability or obligation to Customer to the extent that an infringement claim arises out of (i) use of a prior version of the Offering to the extent that a current version is non-infringing, (ii) failure to use a replacement, correction, patch, or new version of the Offering offered by Innomotics that performs substantially the same functions, (iii) use of the Offering in combination with Content, equipment, or products not provided by Innomotics, (iv) use of No-Charge Offerings or Previews, (v) deliverables resulting from Professional Services, (vi) any adjustment, modification, or configuration of the Offering not made by Innomotics, or (vii) instructions, assistance, or specifications provided by Customer.

9.4 **Sole and Exclusive Remedy.** Section 9 sets forth Innomotics' entire liability and Customer's sole and exclusive remedy for infringement of third-party intellectual property rights.

10. RENEWAL, SUSPENSION, TERMINATION

10.1 **Subscription and Renewals.** If indicated on the Order or otherwise agreed by the parties in writing or in an electronic system made available by Innomotics, the Subscription Term for the applicable paid Offering will automatically renew for successive Subscription Terms unless either party notifies the other at least 60 days prior to the end of the then-current Subscription Term that it has elected not to renew. Any renewed Subscription Term will be the same length as the preceding term or 12 months, whichever is greater. The then-current Agreement as made available under links referenced in this Agreement or Order or as made available to Customer by other means will apply for the following Subscription Term in lieu of this Agreement. The fees for any renewed Subscription Term will be the same as those in effect at the end of the preceding Subscription Term, unless (i) Innomotics notifies Customer about different future fees at least 90 days prior to the end of the then-current Subscription Term or (ii) fees for the renewed Subscription Term(s) are specified on the Order.

10.2 **Suspension.** Innomotics may suspend or limit Customer's or any user's access to and use of Offerings, in whole or in part, immediately (i) if Innomotics reasonably determines that the use of the Offering poses a security risk to the Offering, Innomotics, or any third party, or subjects Innomotics or any third party to liability, (ii) if Customer materially breaches this Agreement, or (iii) upon the occurrence of any of the circumstances that give Innomotics the right to immediate termination under Section 10.3. Suspension or limitation will not limit any other rights available to Innomotics under this Agreement, will not relieve Customer of its obligation to pay fees, and will be lifted when the reason for such suspension or limitation no longer exists.

10.3 **Termination.** Neither party will terminate an Order for convenience during the applicable Subscription Term. Either party may terminate an Order for a particular Subscription Term based Offering with immediate effect in the event of the other party's material breach of this Agreement which remains uncured for a period of 30 days from receipt of notice specifying the breach; provided that such termination will only be effective with respect to the Offering affected by the material breach. Innomotics may immediately terminate any or all Orders or this Agreement upon notice to Customer in the event of Customer's unauthorized installation or use of Innomotics software, Customer's filing for bankruptcy or having bankruptcy proceedings filed against it, Customer ceasing to do business, any breach by Customer of Sections 2.3, 3, 5.5, 11, 12, or 13.2, or in order to comply with applicable law or the requests of government authorities.

10.4 **Effect of Expiration or Termination.** Upon expiration of the applicable Subscription Term or termination of any Order for one or more Offerings or this Agreement for any reason, Customer's rights to access, use, or receive the affected Offering(s) automatically terminate. Customer will immediately cease using the affected Offering(s), remove and destroy all Software and other Innomotics Confidential Information relating to such Offering in its possession or control, and certify such removal and destruction in writing to Innomotics. Customer may retrieve Customer Content available for download for a period of 30 days after expiration or termination, provided Customer is in compliance with this Agreement and pays any applicable fees. After such period, all Customer Content may be deleted. Termination of this Agreement or any Order for one or more Offerings will not relieve Customer of its obligation to pay the total fees set forth in any Order, which fees will become due and payable immediately upon termination. In the event of Customer's termination for Innomotics' material breach in accordance with Section 10.3, Innomotics will refund a reasonable portion of any prepaid fees on a pro-rata basis for the remainder of the Subscription Term for the affected Offering(s). Sections 2.3, 2.4, 3.3, 3.4, 3.5, 5.5, 6.2, 7.3, 8, 10.4, 11, 12, 13.4, 13.6 and 13.9 survive termination of this Agreement.

11. EXPORT CONTROL AND SANCTIONS COMPLIANCE

11.1 **General.** Customer shall comply with all applicable sanctions, embargoes and (re-)export control, laws, and regulations, and, in any event, with those of the European Union, the United States of America and any locally applicable jurisdiction (collectively "**Export Regulations**").

11.2 **Checks for Goods and Services.** Prior to any transaction by Customer concerning goods (including Hardware, Documentation and technology) delivered by Innomotics, or services (including Professional Services, maintenance and technical support) performed by Innomotics to a third party, Customer shall check and certify by appropriate measures that (i) the Customer's use, transfer, or distribution of such goods and services, the brokering of contracts or the provision of other economic resources in connection with goods and services will not be in violation of any Export Regulations, also taking into account any prohibitions to circumvent these (e.g., by undue diversion); (ii) the goods and services are not intended or provided for, prohibited or unauthorized non-civilian purposes (e.g. armaments, nuclear technology, weapons, or any other usage in the field of defense and military); (iii) Customer has screened all direct and indirect parties involved in the receipt, use, transfer, or distribution of the goods and services against all applicable restricted party lists of the Export Regulations concerning trading with entities, persons and organizations listed therein; and (iv) goods and services within the scope of items-related restrictions, as specified in the respective annexes to the Export Regulations, will not, unless permitted by the Export Regulations, be (a) exported, directly or indirectly

(e.g., via Eurasian Economic Union (EAEU) countries), to Russia or Belarus, or (b) resold to any third party business partner that does not take a prior commitment not to export such goods and services to Russia or Belarus.

11.3 **Non-Acceptable Use of Software and Cloud Services.** Customer shall not, unless permitted by the Export Regulations or respective governmental licenses or approvals, (i) download, install, access or use the Software or Cloud Services from or in any location prohibited by or subject to comprehensive sanctions or subject to license requirements according to the Export Regulations; (ii) grant access to, transfer, (re-)export (including any 'deemed (re-)exports'), or otherwise make available the Software or Cloud Services to any entity, person, or organization identified on a restricted party list of the Export Regulations, or owned or controlled by a listed party; (iii) use the Software or Cloud Services for any purpose prohibited by the Export Regulations (e.g. use in connection with armaments, nuclear technology or weapons); (iv) upload to the Cloud Services platform any Customer Content unless it is non-controlled (e.g. in the EU: AL = N; in the U.S.: ECCN = N or EAR99); or (v) facilitate any of the aforementioned activities by any user. Customer shall provide all users with all information necessary to ensure compliance with the Export Regulations.

11.4 **Semiconductor Development.** Customer will not, without advance written authorization from Innomotics, use Offerings for the development or production of integrated circuits at any semiconductor fabrication facility located in China meeting the criteria specified in the U.S. Export Administration Regulations, 15 C.F.R. 744.23.

11.5 **Information.** Upon request by Innomotics, Customer shall promptly provide Innomotics with all information pertaining to users, the intended use, and the location of use, or the final destination (in the case of Hardware, Documentation and technology) of the Offerings. Customer will notify Innomotics prior to Customer disclosing any information to Innomotics that is defense-related or requires controlled or special handling pursuant to applicable government regulations and will use the disclosure tools and methods specified by Innomotics.

11.6 **Indemnification.** Customer will indemnify and hold harmless Innomotics, its affiliates, subcontractors, and their representatives against any claims, damages, fines, and costs (including attorney's fees and expenses) relating in any way to Customer's noncompliance with this Section 11, including Customer's and its users' and third party business partners' violation or alleged violation of any Export Regulations and Customer will compensate Innomotics for all losses and expenses resulting thereof.

11.7 **Reservation.** Innomotics shall not be obligated to fulfill this Agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions. Customer acknowledges that Innomotics may be obliged under the Export Regulations to limit or suspend access by Customer and/or users to the Offerings.

12. **CONFIDENTIALITY**

12.1 **Confidential Information.** "**Confidential Information**" means all information disclosed by one party or any of its affiliates or subcontractors to the other party under this Agreement that is marked as confidential or the confidential nature of which is evident to a reasonable person. Innomotics Confidential Information includes the terms of this Agreement and any Order, Offerings, Systems Information, Innomotics IP, and any information Customer derives from benchmarking any Offering. The receiving party will (i) not disclose Confidential Information, except (a) on a need-to-know basis to its and its affiliates' employees, consultants, contractors, and financial, tax, and legal advisors that are bound by confidentiality obligations and use restrictions at least as restrictive as those in this Agreement, or (b) as otherwise authorized by the disclosing party or this Agreement, (ii) use Confidential Information only as required to exercise or enforce rights or perform obligations under this Agreement, and (iii) use reasonable care to protect against unauthorized use and disclosure of the disclosing party's Confidential Information. The receiving party will be liable for compliance with Section 12 by each of its recipients. Innomotics and its affiliates may name Customer as a customer on their websites and in customer lists and other marketing materials.

12.2 **Exclusions.** The obligations in Section 12.1 will not apply to any Confidential Information that (i) is or becomes generally available to the public other than as a result of disclosure by the receiving party in violation of this Agreement, (ii) becomes available to the receiving party from a source other than the disclosing party, provided that the receiving party has no reason to believe that such source is itself bound by a legal, contractual, or fiduciary obligation of confidentiality, (iii) was in the receiving party's possession without an obligation of confidentiality prior to receipt from the disclosing party, (iv) is independently developed by the receiving party without the use of, or reference to, the disclosing party's Confidential Information, or (v) is required to be disclosed by a government authority or law, so long as the receiving party promptly provides the disclosing party with written notice of the required disclosure, to the extent such notice is permitted by law, and cooperates with the disclosing party to limit the scope of such disclosure.

13. **GENERAL PROVISIONS**

13.1 **Innomotics Affiliates and Subcontractors.** Innomotics' ultimate parent company or companies directly or indirectly owned or controlled by Innomotics' ultimate parent company may exercise Innomotics's rights and fulfill Innomotics' obligations under this Agreement. Innomotics may use resources in various countries to provide Offerings, including unaffiliated subcontractors. Innomotics remains responsible for its obligations under this Agreement.

13.2 <u>**Assignment.**</u> This Agreement will extend to and be binding upon the successors, legal representatives, and permitted assignees of the parties. However, this Agreement and the rights granted under this Agreement may not be assigned, sublicensed, or otherwise transferred (by operation of law or otherwise) by Customer without the prior written consent of Innomotics. Any attempted assignment in violation of this Section will be void.

13.3 <u>**License Rights Applicable to the U.S. Government.**</u> Offerings are commercial products that were developed exclusively at private expense. If Offerings are acquired directly or indirectly for use by the U.S. Government, then the parties agree that such are considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. Offerings may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Innomotics will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

13.4 <u>**Feedback.**</u> If Customer provides any ideas or feedback regarding any Offering, including suggestions for changes or enhancements, support requests (including any related information), and error corrections (collectively "**Feedback**"), Feedback may be used by Innomotics without condition or restriction.

13.5 <u>**Force Majeure.**</u> Neither party will be liable for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

13.6 <u>**Information Obligations; Audit.**</u> Customer will provide information or other materials that Innomotics reasonably requests to verify Customer's compliance with this Agreement. Upon reasonable advance notice, Innomotics may conduct an audit of Customer's compliance with this Agreement. To minimize Customer disruption, Innomotics may conduct remote audits using scanning tools operated by Customer to collect audit information. At Innomotics' discretion, Customer will permit Innomotics or its authorized agents to access facilities, workstations, and servers and take all commercially reasonable actions to assist Innomotics in the audit. Innomotics and its agents will comply with reasonable security procedures communicated to Innomotics while on Customer's premises.

13.7 <u>**Notices.**</u> Innomotics may notify Customer under this Agreement by (i) posting a notification on Cloud Services or on the administrative user account that Customer maintains with Innomotics to manage subscriptions to Offerings ("**Subscription Console**"), (ii) sending an email or other text message to the address or contact number provided by Customer for business contact or then-associated with the Subscription Console, or (iii) sending an email to relevant users. It is Customer's responsibility to regularly visit Cloud Services and the Subscription Console and to always provide Innomotics with current email addresses of Customer representatives. If Customer does not comply with such obligation or if Customer's receipt of a notice fails because of technical issues related to equipment or services which are under Customer's or Customer subcontractors' control, notices will be deemed to have been provided to Customer three days following the date of such notice. Notwithstanding the foregoing, notices regarding claims or disputes will always be sent to the party's address as specified in the applicable Order. A party may change its address for receipt of notice by delivery of written notice to the other party.

13.8 <u>**Language.**</u> If Innomotics provides a translation of the English language version of this Agreement, the English language version of this Agreement will control in the event of any conflict.

13.9 <u>**Governing Law and Jurisdiction.**</u> This Agreement will be subject to the applicable laws set forth in the table below, as set forth therein, without reference to any conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute arising out of or in connection with this Agreement will be resolved as set forth in the table below:

If the Innomotics entity named on the Order is in:	the applicable law will be:	Any dispute arising out of or in connection with this Agreement will be:
a country in North or South America, with the exception of Brazil,	the laws of the State of Delaware, United States.	subject to the jurisdiction of the courts of the State of Delaware, USA. Each party hereby irrevocably submits itself to the personal jurisdiction of the relevant court of the State of Delaware for any such disputes.
Brazil,	the laws of Brazil.	subject to the jurisdiction and venue of the Court of Sao Caetano do Sul-SP, Brazil.
a country in Asia or Australia/Oceania, with the exception of Japan,	the laws of Singapore.	finally resolved by binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC Rules**"). The seat of arbitration will be Singapore.
Japan,	the laws of Japan.	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Tokyo, Japan.

a country not covered by any of the above,	the laws of Switzerland.	finally resolved by binding arbitration in accordance with the ICC Rules. The seat of arbitration will be Zurich, Switzerland.

If a dispute is subject to arbitration as described in the table above, arbitrators will be appointed in accordance with the ICC Rules, the language used for proceedings will be English, and orders for the production of documents will be limited to the documents on which each party specifically relies in its submission. Nothing in this Section 13.9 will restrict the right of the parties to seek interim relief intended to preserve the status quo or interim measures in any court of competent jurisdiction. Notwithstanding the foregoing, to the extent permissible under applicable laws and to the extent it would not result in the invalidity or inapplicability of this Section 13.9, the parties agree that Innomotics, at its sole discretion, may bring an action in the courts of the jurisdiction(s) where the Offering is being used or Customer has its place of business, (i) to enforce its intellectual property rights, or (ii) for the payment of amounts due for any Offering.

13.10 **No Waiver; Validity and Enforceability.** The failure to enforce any provision of this Agreement will not be construed as a waiver of such provision. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not be affected, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law. The parties agree that electronic signatures or acceptance of this Agreement via an electronic system specified by Innomotics will have the same force and effect as manual signatures.

13.11 **Entire Agreement.** This Agreement constitutes the full and complete agreement between the parties with respect to the subject matter thereof and supersedes any previous or contemporaneous agreements or communications, whether written or verbal, relating to such subject matter. The reference to a document that refers to another document will be deemed to also include such other document, unless otherwise stated therein. This Agreement may not be varied except as set out in Supplemental Terms or otherwise in writing executed by manual signatures or electronic signatures of authorized representatives of both parties or via an online mechanism, if so provided explicitly for such purpose by Innomotics. No other terms and conditions will apply. The terms of any purchase order or similar Customer document are excluded and such terms will not apply to any Order, and will not supplement or modify this Agreement irrespective of any language to the contrary in such document.